

QUAY COUNTY GOVERNMENT

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AGENDA
REGULAR SESSION
QUAY COUNTY BOARD OF COMMISSIONERS
April 28, 2014
Village of Logan Council Room

9:00 A.M. Call Meeting to Order

Pledge of Allegiance

Approval of Minutes-Regular Session April 14, 2014

Approval/Amendment of Agenda

Public Comment

Public Hearing

Brad Bryant, Quay County Commission Chair

- Proposed Ordinance No. 46 Creating Safety Net Care Pool and Its Funding

Public Hearing Adjourned

Ongoing Business-None

New Business

- I. Becky Wallace, Quay County Family Health Center Administrator**
 - Request Approval of FY 2015 Rural Primary Health Care Act (RPHCA) Action Plan and Funding Extension

- II. Donald Adams, Quay County Fire Marshal**
 - Request Approval of 2013-2014 Resolution No. 32 Authorizing a Loan Agreement and Intercept Agreement for the Purchase of a Fire Tanker by Bard-Endee Fire Department

- III. Janie Hoffman, Quay County Assessor**
 - Request Approval of Property Tax Protest Board Nominations



DOC #CM-00333

05/27/2014 11:10 AM Doc Type: COCOM

Fee: (No FieldTag Finance Total Fees found)

Quay County, NM Veronica Marez, County Clerk

Pages: 168



- IV. Darla Munsell, Quay County CDBG Coordinator**
- Request Approval of 2013-2014 Resolution No. 33 Authorizing Submission of Community Development Block Grant (CDBG) Application
- V. T. J. Rich, Quay County Detention Center Administrator**
- Request Approval of Agreement to House Inmates with Lea County
 - Activity Update
- VI. Larry Moore, Quay County Road Superintendent**
- Road Update
- VII. Richard Primrose, Quay County Manager**
- Request Approval of Third Quarter Financial Report to the Department of Finance & Administration
 - Request Approval of Third Quarter DWI Financial Report
 - Discussion of Gross Receipts Tax Proposal for Tucumcari/Quay County Regional Emergency Communications Center Funding
 - Discussion of 2014-2015 Budget Development Work Session Date
 - Correspondence
- VIII. INDIGENT CLAIMS BOARD**
- Call Meeting to Order
 - Request Approval of Indigent Minutes for the March 24, 2014 Meeting
 - Review April Claims Presented by Julie Lafferty
 - Adjourn
- IX. Request Approval of Accounts Payable**
- X. Other Quay County Business That May Arise During Commission Meeting**

Adjourn

Lunch- Time and Location to be Announced

REGULAR SESSION-BOARD OF QUAY COUNTY COMMISSIONERS

April 28, 2014

9:00 a.m.

BE IT REMEMBERED THE HONORABLE BOARD OF QUAY COUNTY COMMISSIONERS met in regular session the 28th day of April, 2014 at 9:00 a.m. in Village of Logan Council Room, Logan, New Mexico, for the purpose of taking care of any business that may come before them.

PRESENT & PRESIDING:

Brad Bryant, Chairman
Mike Cherry, Member
Sue Dowell, Member
Veronica Marez,
Richard Primrose, County Manager

OTHERS PRESENT:

Larry Moore, Quay County Road Superintendent
Cheryl Simpson, Quay County Manager's Office
Janie Hoffman Quay County Assessor
Donald Adams, Quay County Fire Marshal
Larry Wallin, Village of Logan City Manager
Ellen White, Quay County Chief Deputy Clerk
Cheri Nipp, Presbyterian Medical Services
Becky Wallace, Quay County Family Health Center Administrator
Larry Wallin, Village of Logan Manager
Thomas Garcia, Quay County Sun
Vic Baum, Quay County Chief Deputy Assessor
Franklin McCasland, Quay County Resident
Warren Carter, Quay County Resident
Darla Munsell, Quay County CDBG Coordinator
David Babb, Village of Logan Mayor
Nathan Wallace, Quay County Resident
Rex Stall, Village of Logan Fire Chief

Chairman Brad Bryant called the meeting to order. Larry Wallin led the Pledge of Allegiance.

A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the minutes from the April 14, 2014 regular commission meeting. MOTION carried with all members voting "aye".

Richard Primrose informed the Board that T.J. Rich will not be in attendance and he will make his report on his behalf. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to amend the Agenda with changes. MOTION carried with all members voting "aye".

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell, to go into a Public Hearing for a Proposed Ordinance No. 46 Creating Safety Net Care Pool Fund and Transferring Funds. MOTION carried with Cherry voting "aye", Bryant voting "aye" and Dowell voting "aye". Time noted 9:03 a.m.

Brad Bryant, Quay County Commissioner Chairman Proposed Ordinance No. 46 Creating Safety Net Care Pool Fund and its Transferring Funds. Bryant informed the public that this is not a new tax and asked if anyone in the public had questions. No comments. Next public hearing will be held May 12, 2014 at the Quay County Commissioner Room during the Commission meeting.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to return to regular meeting. MOTION carried with Cherry voting "aye", Bryant voting "aye" and Dowell voting "aye". No Action was taken. Return to regular session. Time noted 9:05 a.m.

ONGOING BUSINESS: None

NEW BUSINESS:

Becky Wallace, Quay County Family Health Center Administrator requested Approval of FY 2015 Rural Primary Health Care Act (RPHCA) Action Plan and Funding Extension. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the RPHCA Action Plan and Funding Extension. MOTION carried with all members voting "aye". A copy of the Plan is attached and made a part of these minutes.

Donald Adams, Quay County Fire Marshal Requested Approval of 2013-2014 Resolution No. 32 Authorizing a Loan Agreement and Intercept Agreement with NMFA for the Purchase of A Fire Tanker by Bard-Endee Fire Department. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Resolution No. 32. MOTION carried with all members voting "aye". A copy of the Resolution is attached and made a part of these minutes.

Adams informed Commissioners E-Dispatch is working. Forrest is down due to Equipment problems.

Adams informed Commissioners that the Fire Truck that was ordered for Jordan will be ready mid-May.

Guadalupe County is requesting paper work showing that the State Auditor approves the donation of the truck that Quay County donated to New Kirk Fire Department.

Janie Hoffman, Quay County Assessor Requested Approval of Property Tax Protest Board Nomination. Keith Bowen and Tonya Rigdon were nominated and Linda Griggs as alternate. A

MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve Tax Protest Board. MOTION carried with all members voting "aye".

Hoffman received 9 protests in her office as of today and 3 have been resolved.

Larry Cooksey, Quay County Under-Sheriff joined the meeting. Time noted 9:25 am.

Darla Munsell, Quay County CDBG Coordinator Request Approval of 2013-2-14 Resolution No. 33 Authorizing Submission of Community Development Block Grant (CDBG) Application for Quay Road 63.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Resolution No. 33. MOTION carried with all members voting "aye". A copy of the Resolution is attached and made a part of these minutes.

Richard Primrose, Quay County Manager thanked Darla Munsell for her hard work.

Richard Primrose, Quay County Manager Requested Approval of Agreement to House Inmates with Lea County. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve Agreement. MOTION carried with all members voting "aye". A copy of the Agreement is attached and made a part of these minutes.

Primrose presented the Quay County Detention Quarterly Report. A copy of said report is attached and made a part of these minutes.

Larry Moore, Quay County Road Superintendent gave the following report:

1. Crews bladed 77.70 miles.
2. Closing project in Nara Visa.
3. Crews patched up roads in Nara Visa.
4. Replacing cattle guards in Nara Visa.
5. Environmental studies Approved next year's road projects.
6. Crews working on removing trees and branches from roads.
7. Wagner is servicing two CAT dump trucks.
8. 2 crew members are flagging and controlling traffic on Quay Road AE for the Railroad crossing repair.

Chairman Bryant requested a ten minute break. Time noted 9:40-9:50 a.m.

County Manager, Richard Primrose gave the following report:

1. Primrose requested approval of Third Quarter Financial Report to the Department of Finance & Administration. A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to approve the Report. MOTION carried with all members voting "aye". A copy of the Report is attached and made a part of these minutes.
2. Primrose requested approval of Third Quarter DWI Financial Report. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve the Report.

- MOTION carried with all members voting "aye". A copy of the Report is attached and made a part of these minutes.
3. Discussion of Gross Receipts Tax Proposal for Tuumcari/Quay County Regional Emergency Communications Center Funding.
 4. 2013-2015 Budget Development Work Session is scheduled for Monday May 12, 2014 after scheduled Commission meeting.

CORRESPONDENCE

1. Received a letter from New Mexico Workforce Connection thanking Quay County for implementing the Veteran's Hiring Resolution.
2. NM Interstate Stream Commission will be meeting 30th at 8:30 am at the Convention Center in Tuumcari.
3. Quay County received approval on the Planning Grant in the amount of \$37,500 by the NMFA Board for a Water Master Plan.
4. Presented the Gross Receipt Tax Report for April.

A MOTION was made by Mike Cherry, SECONDED by Sue Dowell to go into session as the Indigent Claim Board. MOTION carried with all members voting "aye". Time noted 10:15 a.m.

-----INDIGENT CLAIMS BOARD-----

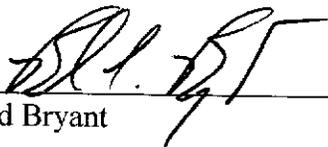
Return to regular session. Time noted 10:20 a.m.

CHECKS WERE REVIEWED. A MOTION was made by Sue Dowell, SECONDED by Mike Cherry to approve payments. MOTION carried with all members voting "aye".

Under Other Business: Commissioner Dowell thanked Janie Hoffman and Vic Baum for taking advantage of the New Mexico Edge classes.

There being no further business, a MOTION was made by Mike Cherry, SECONDED by Sue Dowell to adjourn the regular meeting of the Board of Quay County Commissioners until the next regular meeting set for Monday, May 12, 2014 at 9:00 a.m. unless sooner called. The Commissioners announced they would be having lunch at the Annex Restaurant in Logan and all those in attendance were invited. MOTION carried with all members voting "aye". Time noted 10:30 a.m.

BOARD OF QUAY COUNTY COMMISSIONERS

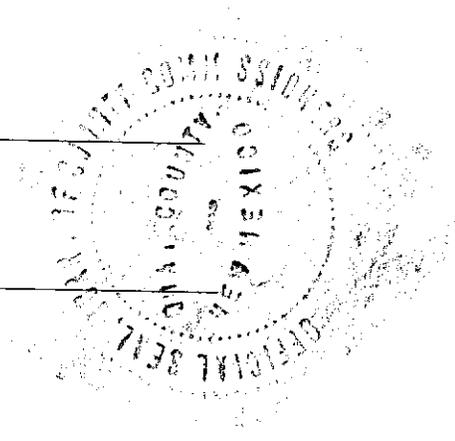


Brad Bryant

Sue Dowell
Sue Dowell

Mike Cherry
Mike Cherry

ATTEST:
Veronica Marez
Veronica Marez, County Clerk



NARRATIVE ACTION PLAN FOR FY 2015
Quay County Family Health Center – Tucumcari, NM
Contractor: Quay County Commission
Reporting Site: Quay County Family Health Center

Estimated level of services for primary health care: *Include a listing of the types of services offered. Please explain if services will be the same, increased or decreased in comparison to FY14. Failure to achieve 90 percent of projections could result in funding reductions.*

Quay County Family Health Center offers the following primary care services. These services are either provided directly by staff or facilitated through contracts and referral arrangements. The following primary health care services are provided directly at the clinic:

- Primary medical services
- Preventive health service
- Limited diagnostic lab
- Pharmacy (limited)
- Referral to supplemental service providers and hospitals
- Health education
- Disease screening and infection control
- Immunization-VCF Program
- Sexually Transmitted Disease Program
- Family Planning Program
- B&CC Program
- PE-MOSAA certified Services

In addition, the clinic provides individual health education services to patients regarding a wide variety of issues (e.g., diet, diabetes counseling, cholesterol, exercise, family planning, HIV/AIDS and other STD's) and age appropriate immunizations for adults and children in the area. Staff also directly organizes or participates in partnerships with other patient serving community groups to provide community activities that focus on risk assessment, disease screening, and education outreach activities. The clinic also participates in community outreach activities including health fairs organized by the larger community. The Health Center has joined with the local Public Health Department to provide a full range of childhood immunizations and participates in the statewide Breast and Cervical Cancer screening program.

The clinic provides access to the following services through referral arrangements:

- Obstetrical delivery
- Emergency medical services
- Mammography
- Complex diagnostic lab
- Radiology
- Case management for public insurance and assistance
- Medical sub-specialty services (cardiology, orthopedics, ophthalmology, etc.)
- Mental health and substance abuse service

The Quay County Family Health Center has sustained a stable provider-staffing pattern and extended hours of service over the past year. These factors have increased access to care, enabled the clinic to reduce wait times for appointments and promoted patient attachment to “their own doctor”. This has improved patient compliance with chronic care management appointments and increased utilization of prevention services. In FY15 the QCFHC anticipates providing **4,400 primary care** encounters. This is in line with FY14 projections and current performance.

Staffing: *List the staff positions and job classification for all primary care providers and other key personnel.*

The Quay County Family Health Center is staffed by experienced and qualified staff. The proposed clinic-staffing pattern for FY 2015 includes:

| <u>Position</u> | <u>FTE</u> |
|--------------------------------|------------|
| Physician | 1.0 |
| Nurse Practitioner | 1.0 |
| MAII | 2.2 |
| Administrator | 1.0 |
| Customer Access Representative | 2.0 |
| Custodian | 0.5 |

Recruitment and Retention: *Indicate current vacancies, and outline recruitment and retention efforts (including involvement with NM Health Resources, Inc.).*

The current Medical Director roves between three PMS clinics.

PMS has a standardized procedure for recruitment across programs. Positions are posted through the Corporate Offices Human Resources Department. PMS now has dedicated recruitment staff assigned primarily to professional recruitment activities and a more visible presence at national and regional recruitment events. Position postings are advertised in local, regional, national or special target population print or electronic media. Local, regional and/or statewide newspapers are used as a primary communication source dependent upon the type of position available and the likelihood of viable candidates accessing the advertisement. When vacancies occur in professional medical positions, the clinic utilizes the recruitment services of the PMS Recruitment Department, Corporate Clinical Affairs Office, New Mexico Health Resources, private recruitment firms, Medical School contacts, and the Human Resource Department to promote recruitment efforts. The clinic also utilizes the PMS Web Site Home Page on the Internet to complement their recruitment efforts.

Hours of operation: *List the hours of operation for the clinic(s) in the health care underserved area (HCUA), indicate if the clinic closes during the lunch hour. Are all services provided during these hours or is a particular service offered only on certain days? Are there expanded hours of operation certain days of the week?*

Current hours of operation are 7:30 a.m. to 5:30 p.m. Monday – Friday including during the lunch hour. All services are provided during these hours.

After-hour coverage and emergency care: *Describe the procedures in place to serve patients who call after the clinic is closed for the evening and/or weekend. Describe how emergency situations are handled within the clinic during working hours.*

After hours care is handled by a voice messaging system which instructs callers to contact 911 in case of an emergency; in case of a serious problem but not an emergency to go to the Dr. Dan C. Trigg Memorial Hospital; or for non-emergency, non-serious situations to leave name and phone number and clinic staff will return their call during the next business day.

If an emergency situation develops during the course of normal business hours clinic staff stabilize the patient and call 911 for transport to an area hospital for an appropriate level of care.

Dental services: *If these services are provided by your organization, how are they coordinated with medical services?*

Although dental services are not directly provided by the Quay County Family Health Center, the clinic receives federal 330 funds specifically for dental services. Neither local dentist is currently willing to participate in the program. Efforts are being made to contract with dentists in adjacent communities.

Behavioral Health Services: *If these services are provided by your organization, explain what is provided and how those services are coordinated with medical services*

Behavioral Health Services are not provided on-site. However providers at the clinic have developed a close working relationship and Memorandum of Understanding with Mental Health Resources, a behavioral health service provider in Quay County. Referrals for patients needing these services are carefully followed-up by QCFH providers.

Ancillary services: *List the types of ancillary services (such as lab, x-ray, pharmacy) provided or supported by your organization, if applicable.*

Limited laboratory and pharmacy services are provided at the Quay County Family Health Center. Using a referral relationship with Trigg Hospital, patients have access to ancillary x-ray and complex diagnostic laboratory services. Patients have access to limited pharmacy services at the clinic and have the option of accessing pharmacy services through private pharmacy services in Tucumcari.

Specialty clinics: *If applicable, list the types of specialty clinics sponsored by your organization.*

The clinic does not offer any specialty services or clinics on site.

Referral relationships with EMS, hospital, dental, behavioral health and other services: *Briefly describe the referral mechanisms in place for these services. Provide detailed procedure following and/or referring a patient requiring hospitalization.*

Emergency Services Provision: Quay County Family Health Center uses the Quay County EMS system as their medical back-up system when a patient presents with a medical condition that

exceeds their practice capability and the patient needs stabilization, referral and transportation to secondary or in-patient services. The local EMS system is very responsive and serves as an integral component of the local health care system.

Hospital and Specialty Referrals: The Dan C. Trigg Memorial Hospital has hospitalists to do admissions, so our providers are not required to obtain hospital privileges.

Normally the Quay County Family Health Center provider works in partnership with Dan C. Trigg Hospital Emergency Room Staff. This relationship facilitates referral access to the local hospital as appropriate. If patients have a preference for certain market areas or if financial access barriers prohibit use of local specialty/hospital services, alternative sites are identified. The insurance patterns of consumers also influence the hospital/specialty referral network. If patients have Blue Cross/Blue Shield; Centennial Care, Molina, Presbyterian Health Plus or other managed care membership, their insurance or HMO network patterns will dictate hospital/specialty referral patterns. Complex diagnostic laboratory and X-ray services are accessed for clinic patients through a referral relationship with Trigg Hospital. Sliding fee schedule patients can obtain support in purchasing these services through the County Indigent Care fund.

Coordination with Behavioral Health and Dental Programs: The community mental health services in Quay County represent a referral point for clinic patients. The clinic has established a close working relationship with behavioral health programs and outreach is ongoing to facilitate patient referral to social and economic support systems that have the capacity to enhance quality of life for consumers. Clinic staff also refers appropriate patients to regional mental health and substance abuse programs.

Dental program coordination is facilitated through Tucumcari dentists when possible. If a patient seeking oral health services is uninsured or Medicaid eligible, dental services are being referred to an accepting dental provider.

Coordination with School Based Programs and Other Programs: The clinic is available to provide medical services to local youth for sports physicals. The clinic also coordinates services with local case managers serving the Quay County school system to assist children and their families find and access a medical provider as needed. These are formal relationships that assure access to care for vulnerable student populations. There is one school-based clinic in the area at this time. PMS has been in communication with the San Jon School District who has implemented this program with an offer of collaboration.

Coordination with Public Health: The clinic has established referral patterns with the local Department of Health, Public Health Office. High need low-income patient populations as well as other clinic users benefit from facilitated access to WIC, Family Planning, HIV Testing, Screening and Assessment, Health Education and Immunization services delivered through the Public Health Division. The clinic contracts with the PHD to deliver Cancer Screening and other programs appropriately delivered in a primary care environment. Quay County Family Health Center also participates with the Public Health Department under existing PMS contracts by serving as a site for Breast and Cervical Cancer Screening, childhood and adult immunizations,

HIV testing, family planning and communicable disease testing. In addition, the clinic is an EPSDT provider and point of referral for patients in need of WIC and other well child and family nutritional needs. The clinic coordinates community education and health fairs with the Public Health Department on an annual basis to promote disease prevention and enhance community education.

All referral relationships include a provision for an exchange of information that will support the delivery of primary care follow-up for patients. The clinic provider is responsible for the oversight of the follow-up process on hospital discharges, laboratory result review, signing abnormal findings and instructing staff on necessary contact with patients, as well as reviewing each “no show” to determine the need for follow up. The computer system can be used to send reminder cards on annual women’s health physicals, immunization follow up and any other services that need close monitoring.

Integration and coordination with public and private providers: *Describe participation in collaborative efforts with other providers in the community or region (i.e. participation with community health councils, activities of local/regional primary care advisory boards, activities with the Department of Health Public Health Offices, etc.). Include a description of proposed and on-going collaborative efforts and projects designed to avoid duplication and improve integration of services.*

Collaborative Relationships intended to avoid duplication and improve service integration that are in place and will continue during this project period include but are not limited to:

- Collaboration with Tucumcari and San Jon Senior Citizens will include focus group meetings to identify their needs for primary care services in Quay County and strategies to reduce their travel for health care. Senior services will be a priority and the clinic will try to meet their specific needs.
- The clinic will also be available to the Head Start program to assist with special needs student screening and access to a medical/dental home for children and their family if needed.
- The ambulance service (Tucumcari) will collaborate with the clinic by responding to emergency conditions that emerge.
- The Tucumcari Municipal School will collaborate with the clinic by coordinating physicals for student athletes and scheduling immunizations with the clinic. Clinic staff also collaborates with Mesalands Community College by coordinating physicals for students in the rodeo and wind energy programs.
- The Clinic will collaborate with Trigg Hospital by utilizing the hospital as a referral site for complex laboratory and X-ray services providing access to screening for indigent care funds for low-income patients who are eligible for assistance with bills.
- The Tucumcari Clinic will collaborate with the PHD-WIC program. Additional PHD collaboration will occur through referral relationships with Children’s Medical Services

to assure that appropriate children and their families have access to services appropriate for this vulnerable population.

- Clinic staff will collaborate with the Diabetes Education Committee, Early Childhood Intervention committee, County Health Council, Local Welfare to Work coordinating committees and other area community prevention and access facilitation groups to promote health promotion and disease prevention initiatives in the community, clinic and social service agencies. These collaborations will take the form of Health Fairs, prevention training, community health planning needs assessments and implementation documents, etc. The clinic administrator already serves as a member of these committees/coalitions/partnerships. The clinic administrator serves as secretary of MCCH and is on the Executive Committee.

In addition to these collaborations, the clinic staff represents the clinic and the people we serve in the following settings:

- Four County Emergency Preparedness Committee
- Tucumcari Emergency Preparedness Committee
- Member Tucumcari Chamber of Commerce
- Member of Quay County Diabetic Educator Grant committee
- Member of Quay County Immunization Committee
- Member of MCCH Pandemic Planning Committee

These collaborations represent a broad spectrum of services to the underserved in the county and assure that the clinic will have constant exposure to the needs of vulnerable populations in the service area.

Other Outreach Activities: In addition to the collaborative and coordinated outreach activities previously described the Clinic will sponsor the following Outreach Activities during this Fiscal year:

- Co-Sponsor Nutrition Classes with the extension Office
- Co-Sponsor quarterly Health Presentation in Quay County Women's Health, Asthma, Etc.
- Co-Sponsor a low cost Colorectal screening for all interested service area members.
- Participate in a Quay County Wellness Fair.
- Continue to co-sponsor annual 5K fitness Fun Run/Walk
- Continue to collaborate with Tucumcari, San Jon and House Sr. Citizens in an effort to create greater access to preventative activities.

These activities are intended to promote access to community based primary care services, assure that ancillary services needed to augment primary care services are available, increase the visibility of the health care needs of residents of the service area, and promote effective and efficient distribution of and access to a broader base of residents in need of health care. In the long term, these relationships should promote continuity of care, reduce duplication of service, improve integration and promote improvements in quality of life among residents of the county. These collaborations represent a broad spectrum of services to the underserved in the county and

assure that the clinic has a constant exposure to the needs of vulnerable populations in the service area.

Description of Involvement in Local and/or County Health Councils: The Quay County Family Health Center is represented on County Health Councils including the Diabetic Education Committee, Early Childhood Intervention Committee and Quay County Health Council. In a rural county such as Quay, which has a shortage of resources, we must coordinate services to assure access to health and health related services for our citizens. Membership on these councils and their related work groups is a key community activity that promotes access to services for all members patients/clients. The Health Council received a flex grant from DOH and decided to pursue diabetic education services for the area. The Committee, of which the administrator was a part, provides these services one day a week. This service was considered a critical need by the Health Council and by the Quay County Family Health Center Advisory Board.

In addition to the collaborative efforts described above the clinic strives to assist the state in addressing the desired outcomes of the Public Health Division: The opening of this clinic in May 2002 improved the supply of community-based primary care services to under served areas and populations. As this clinic evolved clinic staff used coordination, collaboration and partnership methods to address other Public Health Outcome areas. Key to their methodology was relying on existing county public health initiatives and sustaining these initiatives in Tucumcari by collaborating with program providers and offering them satellite options in the clinic.

The clinic is part of the PHD Breast and Cervical Cancer Screening program to address initiatives to increase the percent of women who obtain pap smears and mammograms in the service area. Mammogram services are coordinated through Trigg Hospital who has recently obtained new mammogram equipment making it easier for area women to access services. The clinic coordinates with area school and senior service programs, pre schools, pregnant women, and participants in well child and WIC programs, to deliver age- appropriate vaccine levels for children and adults. By using community awareness strategies, voice, and print media in the area, residents in need of services are saturated with enough information to influence behavior and set a community standard for immunizations.

The clinic is an STD/HIV testing site. The clinic collaborates with the WIC program with the expected outcome of facilitating access to services that will improve the health of young children and toddlers. The clinic participates in Family Planning Programs and the Vaccine for Children Program. As the clinic evolves and staff becomes active in other collaborative initiatives, other public health objectives will be addressed.

Diabetes: *Briefly describe efforts related to improving A1C, blood pressure or LDL outcomes in your diabetes patient population. Would your organization be willing to work with the NM Diabetes Prevention and Control Program to improve these outcomes?*

PMS has a 3-pronged approach to improving the management and health outcome for diabetic chronic disease management, consisting of:

- 1) **Data collection and analysis.** PMS has installed and implemented our company-wide electronic health record (“EHR”). This will enable us to collect and analyze data on this

population for the first time. We will be able to measure performance and trend data on all three indicators (A1C, HTN, and LDL) for comprehensive diabetic patient management. The newest version of the EHR has specific reports for UDS and Meaningful Use, which include these three primary diabetic management indicators.

- 2) **Provide feedback on indicators to providers.** With these new EHR reports, we will be able to track performance at the clinic site level, and eventually at the provider level.
- 3) **PCMH certification.** PMS is pursuing Patient Centered Medical Home Certification (“PCMH”) thru NCQA in a phased implementation. We anticipate that the PCMH approach will improve our ability to manage diabetic patients thru the implementation of diabetic self-management tools and thru the use of diabetic patient registries.

PMS connects with, and keeps abreast of NM DOH’s Diabetes Prevention and Control Program via the NMPCA’s Clinical Performance Improvement Committee. They have been very helpful with providing literature for patients and educational opportunities for providers.

Methods for increasing clinic utilization and other outreach activities for

indigents: *What is being done or planned to reach and/or serve persons including the medically indigent population who are not currently being served by your organization or other providers? Is there a way to increase utilization within the HCUA? Have you reached capacity?*

The Quay County Family Health Center Staff, County Administration and representatives of Presbyterian Medical Services use the local morning radio talk program as a predominant vehicle for keeping the community abreast of clinic hours, services and procedures for use. Since Quay County does not have a daily newspaper, this voice media is a very effective option for reaching the target area including the medically indigent in the target area. In addition, Advisory Board sponsored activities have drawn many medically indigent community members to information meetings. Low cost screening activities augment clinic service utilization and are attractive to lower income users who are uninsured and could not afford services in the private fee-for-service setting. PMS staff work with the Department of Workforce Solutions, the County Indigent Fund administrators, Dan C. Trigg Hospital, and other low income serving agencies to assure that the indigent population is aware of their ability to access affordable health care at the clinic. Word of mouth, especially among low income patient users and Advisory Board members has also been useful in attracting the indigent to the clinic. Clinic staff also makes presentations at public meetings that inform the target area residents of available services.

A joint construction project between PMS and the Quay County Commission recently allowed the clinic to expand space to meet its growing demand for services. This collaborative effort allowed the clinic to increase examining room space to meet the community’s need for services and the clinic’s capacity to see patients. This increased capacity has overcome the clinic’s previously cramped quarters, reduced wait time for appointments and thus has eased access to services at the clinic.

Governing Board and/or Local Regional Advisory Board: *Describe proposed activities, planned meetings, special projects, roles and responsibilities in collaboration/coordination discussions. Describe how the actions of the board are communicated with clinic staff. Describe process for handling patient, employee and community concerns. Please attach electronically the roster of board members.*

The Quay County Advisory Board is instrumental in assessing the needs of the community and representing the community to make sure that Quay County Family Health Center is utilizing its primary care services to their fullest capacity and addressing the needs of the population it serves.

The Advisory Board reviews membership regularly and reappoints members as needed. The Advisory Boards specific activities include review and implementation of operating guidelines which define the purpose of the Advisory Board; define the appointment; the size, composition and leadership of the Advisory Board; set meeting schedules; provide for reimbursement of travel expenses; refine functions of the Advisory Board; and set forth a statement on nepotism and conflict of interest. The Advisory Board meets no less then four times a year to consider and provide input on clinic operating decisions related to budget, scope of services, payment policies and procedures, hours of operation and staffing. The Advisory Board is an active participant in planning and implementing community activities that promote the clinic in the community and participate in health fairs, Chamber of Commerce presentations, public awareness campaigns, and morning talk radio programs that promote clinic services. The Advisory Board and contractor provide the Commission with regular reports on clinic activities/needs. The activities of the Advisory Council are communicated to clinic staff through the program administrator.

Patient Complaint Policies: Presbyterian Medical Services (PMS) provides integrated health, education and human services to the multi-cultured people of the Southwest. All individuals interacting with PMS are treated with dignity, care, and respect. PMS recognizes and observes the rights of clients/patient/families/guardians/residents/visitors (customers) to grieve and/or articulate compliments about conditions, treatments, or actions with which they are satisfied or dissatisfied. PMS also recognizes that compliments and grievances serve as a source of information for validating and improving processes.

PMS customers are provided information on complaint and grievance procedures via signage at PMS facilities. Clients, patients, families, guardians, residents, visitors, or anyone who interacts with PMS may file a complaint or grievance verbally or in writing resulting from dissatisfaction with service provided by PMS. On the initial identification of a complaint/grievance, an attempt is made to resolve the issue immediately. PMS customers are encouraged to discuss issues with the Program Administrator at the time the issue occurs. If the grievance cannot be resolved immediately, it is investigated and appropriate action is taken. The Program Administrator or their designee will investigate the grievance within 10 working days by gathering information and interviewing the parties involved in the issue. The grievance is documented on the PMS Customer Grievance Log (CGL). The documentation will include the name of the individual(s) involved, a description of the details of the grievance, and the resolution or outcome of the grievance. The investigation will result in a written document that summarizes the findings of the investigation, resolution decision and the method to request a Grievance Committee review if the customer is not satisfied with the resolution decision. Customer notification of the resolution decision will occur five (5) working days after completion of the investigation. If the resolution decision is not acceptable to the customer, the customer can request review by a Grievance Committee within thirty working days from the date of a notification of a resolution decision. When necessary a Grievance Committee will be appointed by the Corporate Compliance Officer or his designee. The Grievance Committee will consist of at least three (3) members appropriate

to the nature of the grievance. The Grievance Committee will be appointed and meet within fifteen (15) working days. The Grievance Committee will review the case on its merits and give a final written decision to the customer and the Program Administrator within ten (10) working days of the Grievance Committee review meeting. This decision is final and binding.

Practices for Addressing Community Concerns: PMS is actively involved with community groups to address the needs of the population they serve and to address community concerns related to their responsiveness to the community. Program Administrators, Regional Directors and Corporate staff serve on local committees that focus on health and human service issues. This process helps keep lines of communication open in order to be responsive to community interests related to PMS' role in the community and the services PMS provides. Community concerns are addressed with due diligence by meeting with individuals and agencies expressing a need for information or a desire to clarify and resolve a local issue. Local Advisory and Community Guidance Councils are also very important resources when addressing concerns expressed by the community. PMS views these groups as the voice of the community bringing clarity and advice to the table.

Employee concerns are communicated in staff meetings and through joint meetings with supervisors and other representatives of the organizations leadership team.

Funding Information: *Please indicate funding sources and amounts received in FY 14 from all State, Federal, and County sources. Information can be listed for the contractor. No need to breakout each clinic's proportion unless the funding is specific to individual clinics.*

| Funding Source | Amount | Award Period | Site |
|----------------------------------|---------------|-----------------------|-----------------|
| Federal 330 (dental services) | \$158,796 | 1/1/2014 – 12/31/2014 | Quay County FHC |
| Quay County/RPHCA | \$123,600 | 7/1/2013 – 6/30/2014 | Quay County FHC |

Sliding Fee Scale: *Please submit the most current sliding fee scale electronically.*

Audit: *Please list the date of the most recent audit. Please send the hard copy of the audit to: Leeann.roberts@state.nm.us*

Affordable Care Act (ACA): *At the State level we are asked about the impact of the Affordable Care Act on the RPHCA funded clinics. Please respond to the following questions regarding your organization and the ACA.*

1. What specific activities has your organization been involved in related to the Affordable Care Act? *(patient education/outreach and/or enrollment, community coordination, changes in operation, staffing, integration of services, etc.)*

The Affordable Care Act has been a catalyst which brought more Medicaid-eligible than Exchange-eligible individuals to our community patient-education, outreach and in-reach insurance enrollment activities. (Medicaid expansion greatly increased the eligible population.) At PMS we have a team of Outreach/Enrollment Specialists that collaborate with community organizations including libraries; other FQHCs; Chambers of Commerce; universities/colleges; MCOs; Community Councils and tribes to plan Health fairs and events to educate communities and individuals on the ACA. We use these opportunities to inform the community and assist in enrolling either at the event or by scheduling a meeting with a HCG/Navigator at one of our clinics. By networking with the community PMS has increased attendance at the events and increased opportunities to be included for future events. We have trained 30 employees at PMS to provide education and assistance with the changes in America related to the ACA. Each Outreach employee covers an area of NM and performs enrollments, in-reach and outreach for the region. Many of our clinics have also provided enrollment events on Saturdays to host individuals that work during the week.

The ACA also stimulated capital investment in the primary care safety net,¹ for the purpose of accommodating newly-insured individuals wishing to access health care. Our organization received a grant from HRSA to open a new health center access point in a medically – underserved area.

2. Although it is early in the process, has your organization experienced any changes to date (positive or negative) as a result of the ACA? *(increase/decrease in patients, changes in revenue/payer mix, increased demands on providers, etc.)*

Yes, through intensive outreach, in-reach and insurance enrollment throughout our service area we have more covered patients; more new patients who are newly insured; more regular monitoring of patients with chronic illness to support their wellness; more patients learning and taking responsibility for self-care; more preventive care, such as routine immunizations, given in a timely manner to protect a patient’s health.

There have been increases in patient numbers due to many newly-insured individuals. Some non-patients seeking the help of an assistor have come to our clinics for the first time and then, due to the trusting relationship they build with the Healthcare Guide, decide to become clinic patients. Mental Health numbers have also increased because the ACA implemented that QHPs have to cover behavioral health.

¹ “Primary Care Access,” NACHC, March 2009

3. Thinking long term, what impact do you anticipate/believe the ACA will have on your organization?

We anticipate a patient population which continues to grow because of the increased accessibility of health care. Therefore we can expect continued challenges in provider recruitment to keep ahead of the surge of new patients. We can expect our cost per unit and per visit to decline because of new efficiencies built into the health care delivery model. By more individuals having insurance we will be able to better help individuals who would have previously declined costly treatment. Increases in insurance means that more individuals will come to get healthcare when sick, hurt, ill, or in need of counsel; whom we anticipate will increase our number of patients annually and decrease write-offs for non-payers. In many ways, ACA has increased the number of rural insured individuals in the PMS service area, allowing PMS to reach even more people in need.

Medicaid Centennial Care: *At the State level we are asked about the impact of the new Medicaid Centennial Care Program on the RPHCA funded clinics. Please respond to the following questions regarding your organization and Centennial Care.*

1. What specific activities has your organization been involved in related to Medicaid Centennial Care? *(patient education/outreach and/or enrollment, community coordination, changes in operation, staffing, integration of services, etc.)*

While many of our events overlap, covering educational materials on the ACA and Centennial Care, our clinics' target population is low income and more of our patients qualify for Medicaid. At PMS we have a team of Outreach/Enrollment Specialists that collaborate with community organizations including: libraries, other FQHCs, Chambers of Commerce, universities/colleges, MCOs, Community Councils, and tribes to plan Health fairs and events to educate communities and individuals on the health insurance options available, to include both ACA and Medicaid. PMS has hosted several events that focus on Centennial Care's Adult Expansion education to help transition new applicants and previously denied applicants to understand the qualifying terms and changes to MAGI and categories offered to increase public understanding. PMS has also trained 65 PE/MOSAA determiners to assist our patients and the state with getting qualifying individuals covered under the MAGI guidelines. Due to the nature of the expanded application it is sometimes challenging for these staff, such as Customer Access Representatives, to find time for to sit with a patient and go through the full application process, they are able to assess the individual's needs and determine the best way for them to get help either through ACA or Centennial Care.

2. Although it is early in the process, has your organization experienced any changes to date (positive or negative) as a result of the Medicaid Centennial Care Program? *(increase/decrease in patients, changes in revenue/payer mix, increased demands on providers, etc.)*

Now that Centennial Care has expanded to include adults 19-64 with incomes below 138% of the poverty level, we are beginning to see an increased number of patients visiting our PMS clinics. Some of these have already signed up for coverage under Centennial Care, and some are seeking information about how to enroll. This gives us the opportunity to not only serve the healthcare needs of more consumers, but ensure that potential patients are educated about enrollment options and benefits. HSD is currently behind on the processing of Medicaid applications, so that does present a challenge when signing up patients. They may have a considerable wait time until their application is approved and they receive their new Medicaid card.

3. Thinking long term, what impact do you anticipate/believe the new Medicaid Centennial Care Program will have on your organization?

Medicaid Centennial Care will provide our patients with more healthcare security. We anticipate this will translate into an increase in Medicaid reimbursement. It will further have an impact on our payor mix, as being able to enroll more people in Medicaid will decrease the amount of uncompensated care we currently provide. We anticipate being able to provide better care to the low income chronically ill population, as they now have the opportunity to find a medical home that will meet their treatment needs.

RPHCA Program FY15
Annual Projected Operations Form - Page 1

revised 4-7-14

| | | | |
|---|---|--------------------------------|------------|
| Organization Name: Quay County Commission | | Contract # | |
| Reporting Site: PMS/Quay County Family Health Center | | # of Clinics 1 | |
| Action Plan Item | | Projected Annual Target | |
| Level of Operations | Total Number of Primary Care Encounters | 4400 | |
| | By Provider Type: | | |
| | Physician Encounters | 2000 | |
| | Midlevel Practitioner Encounters | 2400 | |
| | Dentist Encounters | n/a | |
| | Dental Hygienist Encounters | n/a | |
| | Behavioral Health Encounters | n/a | |
| | All Other Licensed/Certified Provider Encounters | n/a | |
| | By Payment Source: | | |
| | Sliding Fee Encounters-Medical | 850 | |
| | Sliding Fee Encounters - Dental | n/a | |
| | Medicaid Encounters - Medical | 1520 | |
| | Medicaid Encounters - Dental | n/a | |
| | County Indigent Encounters | n/a | |
| Other 3 rd Party Encounters | 1000 | | |
| Medicare Encounters | 1000 | | |
| 100% Self Pay (non-discounted/non-3 rd party) Encounters | 30 | | |
| Unduplicated Number of Users | Total # of unduplicated users | 1320 | |
| | At or Below Poverty | 1021 | |
| | Between Poverty and 200% of Poverty | 260 | |
| | Above 200% of Poverty | 39 | |
| Staffing Level | Administrative Staff | 3 | |
| | | Clinical FTEs | Admin FTEs |
| | Physicians | 1 | n/a |
| | Certified Nurse Practitioners | 1 | n/a |
| | Physician Assistants | n/a | n/a |
| | Certified Nurse Midwives | n/a | n/a |
| | Dentists | n/a | n/a |
| | Dental Hygienists | n/a | n/a |
| | Behavioral Health Professionals (linked to BH encounters) | n/a | n/a |
| | Clinical Support Staff | 2.2 | |
| All Other Staff | 0.5 | | |
| Primary Care Financial Information | | | |
| | Total Primary Care Revenues - all sources | \$836,575 | |
| | Sliding Fee Revenues - Medical | \$64,737 | |
| | Sliding Fee Revenues - Dental | n/a | |
| | Medicaid Revenues - Medical | \$235,610 | |
| | Medicaid Revenues - Dental | n/a | |
| | County Indigent Fund Revenues | n/a | |
| | Other 3 rd Party Revenues | \$127,435 | |
| | Medicare Revenues | \$119,664 | |
| | 100% Self Pay (non-discounted/non-3 rd party) Patient Revenues | \$6,733 | |
| | Contracts/Grants Revenues (including RPHCA) | \$282,396 | |
| | Total Primary Care Expenditures | \$864,968 | |
| | Total Primary Care Charges | \$1,062,299 | |
| Sliding Fee Discounts - Medical | \$282,828 | | |
| Sliding Fee Discounts - Dental | n/a | | |

RPHCA Program FY15
Annual Projected Operations Form - Page 2

revised 4-7-14

| | | | |
|---|---|---------------------|---|
| Organization Name: Quay County Commission | | Contract # | |
| Reporting Site: PMS/Quay County Family Health Center | | # of Clinics | 1 |
| Projected User Information | Total Number of Users to be Served | | 1320 |
| | Number Female | | 773 |
| | Number Male | | 547 |
| | Number Hispanic | | 661 |
| | Number Non-Hispanic White | | 615 |
| | Number Native American | | 10 |
| | Number Black | | 13 |
| | Number Other | | 21 |
| | Total Number by Age Category | | |
| | 0-12 | | 186 |
| | 13-19 | | 104 |
| | 20-44 | | 399 |
| | 45-64 | | 413 |
| | 65+ | | 218 |
| Number of Medicaid Users | | 370 | |
| Reimbursement Rates | FQHC | | \$154.09 |
| | RHC | | n/a |
| | Other (specify) | | n/a |
| | Other (specify) | | n/a |
| Board Meetings | Does the Governing Board meet on a regular basis? | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| | Indicate dates and time of meetings. (example: 3rd Tuesday of each month at 7pm) The PMS board meets the 2nd Tuesday of every month. | | |
| | If applicable, does the Advisory Board meet on a regular basis? | | Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| | Indicate dates and time of meetings. (example: 3rd Tuesday of each month at 7pm) Meets quarterly - the first Thursday of the last month of the quarter | | |
| Prepared by: L. Stephens, Grants and Contracts Manager | | Date: | 4/17/2014 |

2014- 2015 Sliding Fee Scale for Clinic Services

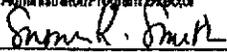
| Family Size | Income | | Income | | Income | | Income | | Income | |
|-------------|--------|----------|------------|----------|------------|----------|------------|-----------|------------|-------|
| | Above | Below | Above | Below | Above | Below | Above | Below | Above | Below |
| 1 | \$0 | \$11,670 | \$11,671 | \$15,556 | \$15,557 | \$19,454 | \$19,455 | \$23,340 | \$23,341 | OVER |
| 2 | \$0 | \$15,730 | \$15,731 | \$20,968 | \$20,969 | \$26,222 | \$26,223 | \$31,466 | \$31,467 | OVER |
| 3 | \$0 | \$19,790 | \$19,791 | \$28,380 | \$28,381 | \$32,990 | \$32,991 | \$39,580 | \$39,581 | OVER |
| 4 | \$0 | \$23,850 | \$23,851 | \$31,792 | \$31,793 | \$39,758 | \$39,759 | \$47,700 | \$47,701 | OVER |
| 5 | \$0 | \$27,910 | \$27,911 | \$37,204 | \$37,205 | \$46,528 | \$46,529 | \$55,820 | \$55,821 | OVER |
| 6 | \$0 | \$31,970 | \$31,971 | \$42,818 | \$42,819 | \$53,284 | \$53,285 | \$63,940 | \$63,941 | OVER |
| 7 | \$0 | \$36,030 | \$36,031 | \$48,028 | \$48,029 | \$60,062 | \$60,063 | \$72,060 | \$72,061 | OVER |
| 8 | \$0 | \$40,090 | \$40,091 | \$53,440 | \$53,441 | \$66,830 | \$66,831 | \$80,180 | \$80,181 | OVER |
| 9 | \$0 | \$44,150 | \$44,151 | \$58,852 | \$58,853 | \$73,598 | \$73,599 | \$88,300 | \$88,301 | OVER |
| 10 | \$0 | \$48,210 | \$48,211 | \$64,264 | \$64,265 | \$80,366 | \$80,367 | \$96,420 | \$96,421 | OVER |
| 11 | \$0 | \$52,270 | \$52,271 | \$69,876 | \$69,877 | \$87,134 | \$87,135 | \$104,540 | \$104,541 | OVER |
| 12 | \$0 | \$56,330 | \$56,331 | \$75,688 | \$75,689 | \$93,902 | \$93,903 | \$112,660 | \$112,661 | OVER |
| Each Adult | | \$4,060 | Each Adult | \$5,412 | Each Adult | \$6,768 | Each Adult | \$8,120 | Each Adult | |

PMS Discount Program

| Service | Charge | 75% Discount | 50% Discount | 25% Discount | Patient Pays Full Charges |
|--|--------------------|--------------|--------------|--------------|---------------------------|
| General Primary Care, Diagnostic X-ray, Common Diagnostic Labs, Screenings, Immunizations, Well Child Services, Gynecological Care, Prenatal and Perinatal Services, Psychiatric and Mental Health Therapy | \$25.00 | 75% Discount | 50% Discount | 25% Discount | |
| Pharmacy Consult, Genetic Prescriptions | \$10.00 | 75% Discount | 50% Discount | 25% Discount | |
| Dental Exams, Preventive services, Diagnostic X-rays | \$30.00 | 75% Discount | 50% Discount | 25% Discount | |
| Extractions, Fillings, Minor Denture Repair | \$40.00 | 50% Discount | 50% Discount | 25% Discount | |
| Dentures inclusive of lab fees (upper and lower priced separately) | \$100.00 per visit | 50% Discount | 50% Discount | 25% Discount | |
| Porcelain Crowns w/ base metal, inclusive of lab fees | \$125.00 per visit | 50% Discount | 50% Discount | 25% Discount | |
| Community Support Services (includes Comprehensive Community Support Services & Psychological Rehabilitation and enabling services) | \$10.00 | 75% Discount | 50% Discount | 25% Discount | |

Effective : 4/1/2014

Program Name _____

Administrator/Program Director

 Susan Smith, Board President

Escala móvil Para Pagar Los Servicios de La Clínica En 2014-2015

| # de Familiares | Ingresos | | Ingresos | | Ingresos | | Ingresos | | Ingresos | |
|-------------------------|----------|----------|----------|----------|----------|----------|----------|-----------|-----------|--------|
| | Pago | Mínimo | Pago | Mínimo | Pago | Mínimo | Pago | Mínimo | Pago | Mínimo |
| 1 | \$0 | \$11,490 | \$11,491 | \$15,316 | \$18,317 | \$18,154 | \$19,155 | \$22,980 | \$22,981 | Encima |
| 2 | \$0 | \$16,510 | \$15,511 | \$20,675 | \$20,676 | \$25,855 | \$25,856 | \$31,020 | \$31,021 | Encima |
| 3 | \$0 | \$19,530 | \$19,531 | \$26,033 | \$26,034 | \$32,557 | \$32,558 | \$39,060 | \$39,061 | Encima |
| 4 | \$0 | \$23,550 | \$23,551 | \$31,392 | \$31,393 | \$39,258 | \$39,259 | \$47,100 | \$47,101 | Encima |
| 5 | \$0 | \$27,570 | \$27,571 | \$36,751 | \$36,752 | \$45,959 | \$45,960 | \$55,140 | \$55,141 | Encima |
| 6 | \$0 | \$31,590 | \$31,591 | \$42,109 | \$42,110 | \$52,861 | \$52,862 | \$63,180 | \$63,181 | Encima |
| 7 | \$0 | \$35,610 | \$35,611 | \$47,488 | \$47,489 | \$59,362 | \$59,363 | \$71,220 | \$71,221 | Encima |
| 8 | \$0 | \$39,630 | \$39,631 | \$52,827 | \$52,828 | \$68,063 | \$68,064 | \$79,280 | \$79,281 | Encima |
| 9 | \$0 | \$43,650 | \$43,651 | \$58,185 | \$58,186 | \$72,785 | \$72,786 | \$87,300 | \$87,301 | Encima |
| 10 | \$0 | \$47,670 | \$47,671 | \$63,544 | \$63,545 | \$79,466 | \$79,467 | \$95,340 | \$95,341 | Encima |
| 11 | \$0 | \$51,690 | \$51,691 | \$68,903 | \$68,904 | \$88,187 | \$88,188 | \$103,380 | \$103,381 | Encima |
| 12 | \$0 | \$55,710 | \$55,711 | \$74,261 | \$74,262 | \$92,869 | \$92,870 | \$111,420 | \$111,421 | Encima |
| Cada Familiar Adicional | | \$4,020 | | \$5,359 | | \$6,701 | | \$8,040 | | |

FMS Descuento Programa

| | | | | | |
|--|--------------------|---------------|---------------|---------------|---------------------------------------|
| General de Atención Primaria, de diagnóstico de rayos X, laboratorios diagnóstico comunes, pruebas y vacunaciones, Well Services Infantiles, Ginecológico Cuidado Prenatal y Servicios Perinatales, psiquiátrica y terapia de salud mental | \$25.00 | 75% Descuento | 50% Descuento | 25% Descuento | El paciente paga los cargos completos |
| Farmacia: Los recetas genéricas comunes | \$10.00 | 75% Descuento | 50% Descuento | 25% Descuento | |
| Exámenes dentales, servicios preventivos, rayos X diagnóstico | \$30.00 | 75% Descuento | 50% Descuento | 25% Descuento | |
| Extracciones, empastes, reparación de la dentadura Menor | \$40.00 | 50% Descuento | 50% Descuento | 25% Descuento | |
| Dentaduras incluidas de las cuñas de laboratorio (superior e inferior venden por separado) | \$100.00 per visit | 50% Descuento | 50% Descuento | 25% Descuento | |
| Coronas de Porcelana w/ metal común, incluidos los honorarios de laboratorio | \$125.00 per visit | 50% Descuento | 50% Descuento | 25% Descuento | |
| Servicios de Apoyo a la Comunidad (incluyendo servicios de apoyo comunitario integral, rehabilitación psicosocial y otros servicios de apoyo) | \$10.00 | 75% Descuento | 50% Descuento | 25% Descuento | |

Eficaz

4/1/2014

Nombre del programa

Directora Administradora Programa

Susan K. Smith
Susan Smith, Presidente de la Junta

**FY15
GOVERNING BOARD & LOCAL/REGIONAL ADVISORY BOARD**

QUAY FAMILY HEALTH CENTER

| Name/ Office Held | Board (G/A) | Gender (M/F) | Ethnicity | Occupation/ Expertise | (L)ive (W)ork in service area | Board Term Expires | Years Continuous Service | Consumer of Services (Y/N) |
|-----------------------|----------------|-----------------|-----------|-----------------------------------|---|--------------------------|--------------------------------|-------------------------------------|
| Alida Brown | A | F | C | Health Council | L/W | n/a | 10 | Y |
| Jessie Robinson | A | F | C | Retired | L/W | n/a | 10 | Y |
| Sandra Bowe | A | F | H | Teacher | L/W | n/a | 1 | Y |
| Todd Steele | A | M | C | Self- employed | L/W | n/a | 2 | Y |
| Lola McVey | A | F | C | Home Visit Program | L/W | n/a | 1 | N |
| Richard Primrose | A | M | C | County manager | L/W | n/a | 3 | Y |
| David McVey | A | M | C | Senior Solutions | L/W | n/a | 1 | N |
| Franklin McCasland | A/G | M | C | Manager at Arch Hurley | L/W | n/a | 2 | Y |
| Rose Kelly | A | F | H | Construction office manager | L/W | n/a | 6 | y |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

Instructions:

This chart is to be completed to identify all Governing Board members and Local/Regional Advisory Board

members, where applicable.

- Identify the required information for each Governing Board Member.
- Identify the required information for each member of each Local/Regional Advisory Board.

In the second column, Board (G/A), the **G** stands for Governing Board Member and the **A** stands for Local/Regional Advisory Board Member.

RPHCA CONTRACT CONTACT PERSONNEL FY15

Please provide the following contact information identifying staff you want us to contact when questions arise. Please do not list subcontractors.

| | |
|--------------------------|--|
| Organization Name | Quay County Commission |
| Address | 200 South 3 rd P. O. Box 1246 Tucumcari, NM 88401 |
| Phone | 575-461-2112 |

| | CONTACT PERSON | TITLE | PHONE (If different from above) | EMAIL | ADDRESS (If different from above) |
|---|-------------------|---------------------|------------------------------------|--|--|
| Executive Director/ Administrator | Richard Primrose | Quay County Manager | | Richard.primrose@quaycountynm.gov | |
| Medical Director | Linda Stogner, MD | Medical Director | 505-384-2777 | Linda_stogner@pmsnet.org | 903 C 5 th , Estancia, NM 87106 |
| Dental Director | N/A | | | | |
| Behavioral Health Issues | N/A | | | | |
| Program Issues | Becky Wallace | Administrator | 575-461-2200 | <u>Becky_wallace@pmsnet.org</u> | 1302 E Main, Tucumcari, NM 88401 |
| Contract Action Plan/Annual Projections | Becky Wallace | Administrator | 575-461-2200 | <u>Becky_wallace@pmsnet.org</u> | 1302 E Main, Tucumcari, NM 88401 |
| QI/QA Plan | Becky Wallace | Administrator | 575-461-2200 | <u>Becky_wallace@pmsnet.org</u> | 1302 E Main, Tucumcari, NM 88401 |
| Diabetes hbA1c report | Becky Wallace | Administrator | 575-461-2200 | <u>Becky_wallace@pmsnet.org</u> | 1302 E Main, Tucumcari, NM 88401 |
| Monthly Narrative/ Monthly Level of Operations | Becky Wallace | Administrator | 575-461-2200 | <u>Becky_wallace@pmsnet.org</u> | 1302 E Main, Tucumcari, NM 88401 |
| Financial Issues | Julie Lafferty | | 575-461-2112 | <u>Julie.lafferty@quaycountynm.gov</u> | 200 S 3 rd , Tucumcari, NM 88401 |
| Monthly Invoices | Julie Lafferty | | 575-461-2112 | <u>Julie.lafferty@quaycountynm.gov</u> | 200 S. 3 rd , Tucumcari, NM 88401 |



PRESBYTERIAN MEDICAL SERVICES

Building a Healthier State®

2013

**QUALITY MANAGEMENT
AND SAFETY PLAN**

Prepared by:

Carol Collins, Director of Corporate Quality and Health Outcomes

Pippa Amick, Director of Corporate Compliance & Assistant Corporate Counsel

Joahna Bell, Senior Quality Analyst

Laurie Schrader, Compliance Analyst

Approved by the PMS Board of Directors

May 3, 2013

Susan Smith, Chairwoman PMS Board of Directors

Quality Management and Safety Plan (QMSP)

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Quality Management and Safety Plan (QMSP)

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Presbyterian Medical Services' (PMS) Quality Management and Safety Plan (QMSP) is a formal process to objectively and systematically monitor and evaluate the quality and safety delivered to patients, clients, and residents. This approach enables PMS to focus on opportunities for improving operational processes, health outcomes, and patient safety. The PMS QMSP addresses key issues in both the Institute of Medicine reports and Healthy People 2020.

The Institute of Medicine's (IOM) reports:

- ✓ To Err is Human: Building a Safer Health System (1/99)
- ✓ Crossing the Quality Chasm: A New Health System for the 21st Century (3/01)
- ✓ Unequal Treatment: Confronting Racial and Ethnic Disparity in Health Care (3/02)

Healthy People 2020: Department of Health and Human Services ("DHHS")

Healthy People 2020 is a federal comprehensive public health planning strategy to improve the health of all Americans. The next decade will focus on a national quality strategy, which includes national benchmarks, elimination of health disparities, patient-centered medical home, and the use of health information technology to improve quality and cost.

The QMSP outlines PMS' corporate culture of safety and reflects the IOM's Six Aims (STEEEP) matrix:

- Safe
- Timely
- Effective
- Efficient
- Equitable
- Patient-Centered

DEFINITIONS OF QUALITY

"The degree to which health services for individuals and populations increase the likelihood of desired health outcomes and are consistent with current professional knowledge." (Institute of Medicine)

"Doing the right thing, at the right time, in the right way, for the right person, and having the best possible results." (DHHS, Agency for Healthcare Research and Quality)

GUIDING STATEMENTS

PMS Mission Statement

PMS designs and delivers quality, accessible integrated health, education, and human services in response to identified community needs of the multi-cultural people of the Southwest.

PMS Vision Statement

We are leaders in improving the health and lives of all people of the Southwest.

PMS Values

- Customer Service
- Leadership
- Integrity

- Respect
- Excellence
- Team Concept
- Employee Well-being
- Financial Stewardship/Responsibility

QUALITY IMPROVEMENT PROCESS MODEL

PMS' Quality Management and Safety Plan operationalizes the **PDCA** model:

- Plan:** Identify improvement opportunities, determine objectives, select measurable performance indicators and develop an action plan to improve performance.
- Do:** Implement the action plan.
- Check:** Collect data, measure performance indicators, and analyze results.
- Act:** Evaluate success in achieving objectives, modify action plan to achieve desired objectives.

Goal

Create a corporate culture of safety that fosters excellence in quality and service through commitment to the principles of continuous quality improvement (CQI) and patient safety.

Scope

Broad inclusion of performance measurement and improvement activities, patient satisfaction, staff satisfaction, accreditation, and risk management.

Integration

Engage all PMS programs and services into an organization-wide program.

AUTHORITY, RESPONSIBILITIES AND ROLES

The ultimate responsibility for performance improvement and patient safety rests with the PMS Board of Directors. The authority and responsibility for day-to-day operations and performance improvement activity is delegated to the PMS President, who is responsible for allocating resources for performance improvement and patient safety activities. PMS has defined Quality Committees with roles and responsibilities. See (Appendix A PMS Quality Structure, and Appendix B PMS Quality Committees).

The PMS QMSP is a collaborative effort of the PMS Management Team, which includes the Executive Leadership Team, Central Office Directors and Managers, Region Directors and Health Center Site Administrators. The Management Team acts on recommendations for performance improvement and ensures follow-up. Region Directors, Site Administrators, and Site Clinical Directors are responsible for timely submission of data to the Quality Management (QM) Department.

The Quality Management Department is responsible for:

- determining performance measures and benchmarks
- monitoring performance improvement activities,
- providing leadership and support for quality improvement projects (QIPs) and initiatives,
- collecting, tracking, and trending data,

- evaluating the reliability of data
- performing statistical analysis on data,
- disseminating performance data
- providing CQI technical support and training, and
- preparing an annual status report on the progress of the QMSP

QUALITY AND PERFORMANCE IMPROVEMENT ACTIVITIES

Corporate Chart Audits

Quarterly audits are part of the routine PMS corporate Quality Management (QM) process using the relevant program tool (Medical, Dental, Behavioral Health, and Home Health/Hospice). The audits are conducted by the site clinical leadership with assistance from various staff and sent to QM for tabulation and inclusion in corporate quarterly QM reports. The reports are reviewed by all levels of PMS staff, leadership, and select indicators are presented quarterly to the PMS Board of Directors in a corporate dashboard. With the implementation of electronic health records the QM Department has been exploring more efficient ways to conduct chart audits. The goal is to be running quarterly medical chart audits through the EHR, focused on the UDS (Uniform Data System) clinical indicators.

Quality Improvement and Patient Safety Initiatives

- Selection of indicators is based on a variety of criteria including, but not limited to: PMS guiding statements and clinical practice guidelines
- Analysis of PMS quality and patient safety data
- Health care authorities such as the Centers for Disease Control and Prevention (CDC), Agency for Healthcare Research and Quality (AHRQ), and Institute of Medicine (IOM), Health Resources and Services Administration (HRSA), and the National Quality Foundation (NQF)
- Compliance with regulatory and accrediting bodies' standards (e.g. The Joint Commission)
- External funder/payer reporting requirements (e.g., Bureau of Primary Health Care UDS, Indian Health Services GPR, and Health Plan quality indicators).

The following 17 Quality Improvement and Patient Safety Initiatives (2013) were selected by the PMS Vice President of Clinical Affairs and quality management team.

Patient Safety

1. Compliance with use of banned abbreviations in clinical documentation.
2. Documentation of a time out to avoid wrong site, wrong patient dental surgical procedures.

Infection Control

3. CDC Hand Hygiene guidelines will be followed.
4. Flu vaccine for patients 65 years old and older when not contraindicated.
5. Staff providing care, treatment, and services vaccinated for Flu, when not contraindicated.

Medication Management/Patient Teaching

6. Percentage of time patients on Warfarin had INRs within their target range during the last six months.
7. Decrease medication errors.

Ambulatory Care

8. Diabetic patients' Hemoglobin A1c will be checked at least twice a year.

Behavioral Health Care

9. Risk is documented, and when moderate or high risk, crisis plans are present in the record and updated as needed.

10. The Treatment Plan contains measurable objectives with timeframes for objective attainment/problem resolution.

11. There is evidence of coordination with primary care practitioner, referral and/or consumer declination.

Hospice Care

12. Documented pain assessment and actions related to pain management exist on all visits.

Home Health Care

13. Decrease the number of Home Health patients needing to be hospitalized.

14. Decreased pain in Home Health patients which interferes with ADLs (activities of daily living).

15. Home Health patients surgical wounds will show healing

Residential Treatment Center

16. Treatment plans are complete and updated at least every 30 days.

17. Crisis plans are current and complete.

330 Grant Program Indicators

PMS receives federal 330 funding for its Health Plan and its Business Plan. In 2013, the focus will be on the UDS clinical measures, which are part of the Health Plan. These are the priority areas and will continue to be tracked (see appendix C for a list of indicators). To address the 330 Business Plan, PMS will track five priority areas and will report these during the budget renewal process (see appendix D for a list of indicators).

Roundtree Children's Development Services

Roundtree provides early intervention services for children birth to 3 years old that have or are at risk for having special needs and their families and is primarily a home-based program. Service area includes all of San Juan County (including Navajo Nation Reservation Lands). All services are provided at no cost to the families.

Project SHIELD

SHIELD Industries provides "sheltered workshop" environment for the developmentally disabled citizens of San Juan County. SHIELD teaches life skills for individuals with severe disabilities who cannot be employed elsewhere.

Each program monitors performance improvement indicators (see Appendix C). The Roundtree and Project SHIELD indicators will be reviewed and, if appropriate, updated in 2013.

Customer Satisfaction Surveys

Customer satisfaction surveys are administered to a sample of patients served by PMS medical, dental and behavioral health programs on a bi-annual basis. The QM Department is accountable for the distribution, data collection, and tabulation of the results of the customer satisfaction surveys. The Site Administrator or Clinical Supervisor reviews the bi-annual survey reports with

health center staff to identify performance trends and opportunities for improvement. Results and outcomes are reviewed by Executive Leadership and the Board of Directors. The Customer Satisfaction Survey is also available in Spanish. PMS school-based health centers have specialized satisfaction surveys administered through the Office of Student and Adolescent Health (“OSAH”) on an annual basis.

PMS home health agencies participate in the national HHCAHPS customer satisfaction survey when Medicare is the payer. Surveys are administered by an approved HHCAHPS vendor, and data is reviewed for performance improvement. For the hospice agencies, an in-house process exists by which families of deceased patients are asked to complete a family satisfaction survey modeled after NHPCO’s Family Evaluation of Hospice Care tool, widely recognized for this industry as a best practice satisfaction tool.

Consumer Rights and Responsibilities

During 2013, we will continue to see *patient empowerment* and *patient-centered care* movements gain momentum nationally (supported by Bureau of Primary Health Care and Health Resources & Services Administration). PMS strives to have all patient Rights & Responsibilities documents up-to-date. PMS promotes the idea of the patient *speaking up* and understanding their right to file a grievance and to receive quality care.

PMS supports a Compliments and Grievances process where customers have the opportunity to compliment staff, register complaints, or quality concerns. The QM Department collects and tabulates compliments and complaints/concerns on a quarterly basis, the Site Administrator or Clinical Supervisor will review these quarterly reports with staff to identify opportunities for improvement. The rates for compliments and grievances are reviewed by Executive Leadership and the Board of Directors.

ACCREDITATION

Joint Commission

Focused Standards Assessment (FSA)

The Joint Commission requires survey-readiness be conducted through the on-line tools for PMS accredited programs; Ambulatory (Medical and Dental) and Behavioral Health. The process is an organizational self-assessment for compliance with Joint Commission standards.

Joint Commission Readiness

There is a Medical Quality Committee (MQC) and a Dental Quality Committee (DQC). The MQC meets on a quarterly basis, and the DQC meets on biannual basis. For Behavioral Health, there is a monthly Behavioral Health Clinical Directors meeting. The Committees assist management with preparing for Joint Commission accreditation.

For medical, dental and behavioral health sites, survey-readiness is achieved through a *mock survey* process. A key component of the mock survey process is education and training for staff. The results of the mock surveys are discussed with the Site Administrators and the Region Directors. Sites prepare corrective action plans (CAPs), which are reviewed and approved by the QM department. Follow-up mock survey visits are scheduled to sites requiring focused intervention to ensure compliance to accreditation standards.

The QM Department creates and/or works with the appropriate individuals to annually review a number of materials that are distributed to all sites related to Joint Commission standards and expectations. In 2013, these materials include:

1. CDC Hand Hygiene pocket guide
2. Banned Abbreviations poster
3. Look-Alike-Sound-Alike Drugs poster

The Joint Commission Survey

PMS began Joint Commission accreditation in 1999, since then it has undergone four other surveys (2002, 2004, 2007, and 2010). PMS had its 5th Joint Commission surveys in November, 2010. The outcomes of the 2010 surveys were full accreditation for ambulatory, behavioral health and home care. Accreditation cycles last three years. PMS is in active preparation for the next Joint Commission surveys, expected in fall 2013.

PATIENT SAFETY PROGRAM ACTIVITIES

Infection Control Program

The PMS Infection Control (IC) Program is revised on an annual basis. Formal presentation is made to the Corporate Safety Committee. Implementation occurs immediately after this Committee's approval. Infection control is a priority area at PMS; three indicators are tracked on the quarterly dashboard:

- Implementation of CDC Hand Hygiene guidelines
- Flu vaccines for patients 65 years old and older when not contraindicated
- Flu vaccines for all PMS employees providing care, treatment and services

Each clinical site has a designated IC coordinator who initiates actions to control or prevent the acquisition and transmission of infectious agents. Infection control meetings are held on a quarterly basis to document infection control activities and monitoring, including notification of reportable communicable diseases and the implementation of CDC hand hygiene guidelines. Minutes are forwarded to the QM Department for review and analysis.

In 2013, greater emphasis will be placed on educating staff about the importance of receiving the influenza vaccine, in an effort to increase vaccination rates among staff providing care, treatment and services. In addition, an effective tool for providing hand hygiene training to staff will be determined and implemented.

Laboratory Program

PMS Health Centers perform various CLIA-waived laboratory tests. Waived tests employ methodologies that are simple and accurate, pose no reasonable risk to the patient if performed incorrectly. All staff performing waived tests participate in the American Academy of Family Physicians ("AAFP") proficiency testing on an annual basis to demonstrate competency. The QM department reviews the results and identifies any trends that require further action. Health Centers that perform CLIA-waived laboratory tests are required to meet all applicable Joint Commission waived testing standards as well.

PMS Credentialing Committee

The PMS Credentialing Committee has been charged with the responsibility of reviewing individual practitioner applications and approving or disapproving credentialing, recredentialing, and requests for privileges, based upon established criteria. The committee is required to meet at least four times per year, and to not exceed 180 days from initial application to final approval or disapproval.

Peer Review

PMS performs periodic peer review on practicing clinicians. Each discipline's (Medical, Dental and Behavioral Health) peer review process is coordinated by the respective disciplines' clinical lead in conjunction with the Quality and Credentialing departments. PMS is in the latter stages of implementing electronic health records for medical, dental and behavioral health which will simplify the logistics and enhance the quality of the PMS peer review process.

Corporate Safety Committee

The Corporate Safety Committee is co-chaired by the Director of Corporate Compliance & Assistant Corporate Counsel and the Safety Officer and meets on a quarterly basis to review Environment of Care issues (patient and facility safety), Emergency Management performance (drills, emergency equipment and drug readiness, etc.), Infection Control, needlestick causes and prevention, equipment issues (equipment malfunction, recalls, and inspection), dosimetry reports, OSHA requirements, training needs, and performance on external inspections.

Risk Management

The Risk Management program is the responsibility of the Director of Corporate Compliance & Assistant Corporate Counsel, who collaborates with the Vice President of Clinical Affairs and Clinical Directors. PMS uses multiple sources of data for risk management activities including, but not limited to: incident reports, internal and external auditing activities (internal quarterly chart audits and external regulatory/licensing agency audits), Joint Commission mock survey audits, PMS corporate compliance annual plan, FTCA Claims, and insurance carrier reviews of premises and processes (e.g., Norcal and HSC, our Worker's Comp carrier).

Incident Reports

Incident Reports ("IRs") are a component of risk management and provide a mechanism for the monitoring and trending of incidents, including sentinel events. The sixteen categories of IRs that are tracked and trended are as follows:

1. Harm or Injury to a Customer
2. Unanticipated Clinical Outcome
3. Adverse Drug Reaction
4. Medication Error, including dispensing or administration of recalled drug
5. Disruption of Program Functions
6. Threat of Harm or Injury
7. Inappropriate Behavior
8. Alleged Abuse
9. Intent to File Suit or other Legal Action
10. Theft or Loss of PMS Equipment

11. Damage to Building or Vehicle
12. Theft/Damage of Customer/PMS staff property
13. Environment of Care/Unusual Event: Fire, Flood, etc.
14. Falls: witnessed and unwitnessed
15. HIPAA violation
16. Equipment Recalls

The Site must fax or e-mail the IR form to QM within twenty-four (24) hours of the event or knowledge of the event. QM's role is to receive and *funnel* the IR to the appropriate party for review. For example, an "Intent to File Suit or other Legal Action" incident would immediately be sent to Corporate Legal Counsel for review.

Root Cause Analysis (RCA)

PMS has an established process used to respond to sentinel events and to determine the causal factors of the events. This process is Root Cause Analysis (RCA), where QM staff work with the Site Administrators and Region Directors to develop and implement appropriate strategies to reduce risk and prevent future occurrences. A Root Cause Analysis is performed on all needlestick exposures (and/or dental scrapes).

PMS Mortality Review Committee

The Mortality Review Committee is responsible for reviewing all client and/or patient deaths. This Committee includes representatives from the Executive Leadership Team, Clinical leadership, and Quality Management staff. For any suspicious death, a thorough RCA is conducted.

EXTERNAL COLLABORATION

Community Health Best Practices

Presbyterian Medical Services is a partner/member of Community Health Best Practices, LLC. Each of the LLC members is a health center grantee. In fact, the members of this LLC are some of the larger community health center organizations in the United States. The members operate community health centers in Washington, Oregon, Arizona, California, Colorado, New Mexico, Hawaii, Connecticut, Texas, New York and Massachusetts, and they provide comprehensive primary care and behavioral health services to all patients regardless of the patients' ability to pay for such services. The LLC members, combined, provide millions of safety net medical, dental and behavioral health encounters each year.

For many years prior to the establishment of this LLC, the health centers who comprise this cooperative came together at least annually to share "best practices" in areas such as health care quality improvement, risk management, implementation of electronic health records, human resources management, leadership development and operational efficiency. The LLC was formed, in part, to engage in collaborative purchasing, an effort to utilize the combined purchasing power of the members to obtain favored pricing on commonly used items and services. Operations have expanded to include health center controlled network activities, including certain shared health information technology.

QUALITY INITIATIVES

Patient-Centered Medical Home (“PCMH”) Delivery Model

Presbyterian Medical Services remains committed to our mission to design and deliver quality, accessible integrated health, education, and human services in response to identified community needs of the multi-cultural people of the Southwest. We believe that the characteristics of the Patient Centered Medical Home (PCMH) model of care closely align with our mission and will enhance the delivery and quality of the care and services we provide.

To that end, PMS participates in the HRSA Bureau of Primary Health Care-sponsored Patient Centered Medical Health Home Initiative. The Initiative provides support to FQHCs to pursue Patient Centered Medical Recognition through the National Committee for Quality Assurance (NCQA). Five PMS Sites were accepted into the HRSA/BPHC program in 2011 (“PCMH Pilots”). These PCMH pilots sites achieved NCQA PCMH Level-1 Recognition in the second quarter of 2012

Nine PMS FQHC sites are participants in the Centers for Medicare and Medicaid Services (CMS) three-year demonstration program focused on improving and enhancing the FQHC integrated primary care model. This program, the Advanced Primary Care Practice (APCP) Medicare Demonstration, also supports the FQHCs pursuit of PCMH Recognition through the NCQA. The nine APCP Demonstration sites must achieve PCMH Level 3 Recognition by the completion of the three-year project in October of 2014. Readiness assessments are completed for each of the nine sites every six months to demonstrate ongoing, continued progress toward the Demonstration goal.

All eligible PMS FQHC sites (a total of 27) will complete applications and survey submissions to achieve or advance in PCMH Recognition status through NCQA in 2013.

PMS Clinical Measures Quality Improvement PROJECT (QIP)

A clinical measures quality improvement project (QIP) was initiated in first quarter of 2013 to improve key Uniform Data Set clinical measures. All health centers (excluding SBHC) are participating in this organization-wide initiative to improve key preventive and chronic care clinical measures. The Quality and Health Outcomes Department will facilitate and support the QIP through timely data collection, monitoring, and reporting of the clinical measures data to all participating sites, appropriate PMS Quality Committees, and leadership at defined intervals.

An important adjunct to the success of the initiative was the investment in Azara, a web-based data analytics system that integrates with our EHR to provide timely, actionable information about the care and services delivered at the aggregate, site, provider, and patient-specific level.

Meaningful Use (“MU”)

The agenda set forth in the federal reform legislation and the HITECH provisions of the 2009 American Recovery and Reinvestment Act (“ARRA”) stipulate that physicians [eligible professionals] must show “meaningful use” of certified EHRs or EHR technology to qualify for government incentives. The legislation was designed to accelerate the adoption of EHR systems. The MU rules specify electronic prescribing, meaningful health information exchange and

quality data reporting, all key components of quality improvement. PMS met the MU adoption phase requirements in 2011 and first quarter of 2012. The PMS Quality Department will begin using EHR MU reports for data collection and submission of MU Core and selected Menu clinical measures in preparation for MU Stage 1 requirements in 2013.

QUALITY MANAGEMENT AND SAFETY PLAN EVALUATION

The QMSP is monitored throughout the year resulting in an aggregate annual evaluation (in May). The PMS Board of Directors evaluates the effectiveness of the previous year's performance and approves the QMSP for the next year.

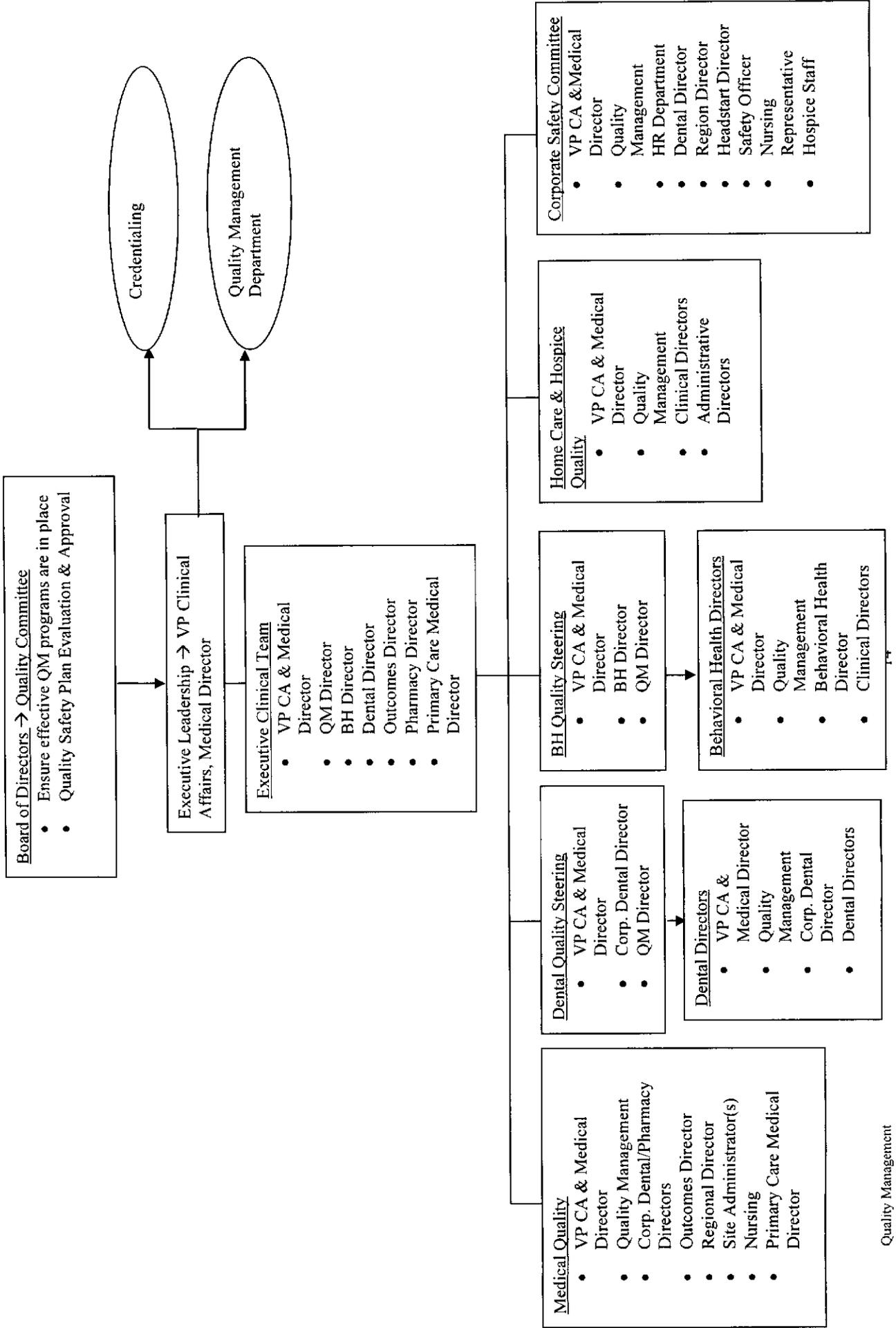
DISCLOSURE

The QMSP and all quarterly reports are provided to the Board of Directors, the PMS Executive Leadership Team and all appropriate staff.

CONFIDENTIALITY

All documents (created as part of the Quality Management and Safety Plan) are confidential and maintained in compliance with legal requirements and PMS Policy.

APPENDIX A: PMS QUALITY STRUCTURE



APPENDIX B

PMS QUALITY COMMITTEES

| Committee/ Meeting | Role and Function | Meeting Frequency |
|--------------------------------------|--|------------------------------|
| Board of Directors Quality Committee | Demonstrates at a senior corporate level a commitment to quality and to the organization's programs for quality management. Serves as a resource to the Board for ensuring that quality management programs are in place and work effectively to monitor and improve quality. Minutes will be included in the full Board materials. | Biannual |
| Executive Leadership Team | Provides executive leadership and oversight of the company's quality safety management plan. VP of Clinical Affairs & Medical Director and Director of Corporate Compliance & Assistant Corporate Counsel, Director of Quality and Health Outcomes to provide periodic presentations on the status of PMS' quality and risk management programs. | Presentations as needed |
| Executive Clinical Team | <p>Provides a forum for information sharing between program directors, which enable the integration, consistency, and improvement of clinical practices, resulting in improved patient care, fiscal performance, and clinical satisfaction. Minutes will be archived and will be posted on Staurolite for a period of two years.</p> <p>Consists of: VP of Clinical Affairs & Medical Director, Dental/Pharmacy/Behavioral Health Directors, Director of Corporate Compliance & Assistant Corporate Counsel, Director of Quality and Health Outcomes, Primary Care Medical Director.</p> | Quarterly |
| Medical Quality Committee | <p>Provides oversight for PMS ambulatory, dental, and pharmacy quality, accreditation & mock surveys, policies and procedures, and PCMH. Minutes will be archived and posted to Staurolite for a period of two years.</p> <p>Consists of: VP of Clinical Affairs & Medical Director, QM department staff, Dental/ Pharmacy Directors, Director of Health Outcomes, Primary Care Medical Director, nursing representation, site administrator and regional director representation. The VP of Clinical Affairs & Medical Director and Director of Corporate Compliance & Assistant Corporate Counsel, Director of Quality & Health Outcomes will select the nursing representation and site administrator representation every two years.</p> | Quarterly |

| Committee/ Meeting | Role and Function | Meeting Frequency |
|--|---|------------------------------|
| Site Medical Directors – conference calls to review quality data | <p>Site Medical Director quality data review conference calls to include performance trends and variance at clinical sites.</p> <p>Consists of: Regional Site Administrators, Regional Directors, Medical Directors, VP of Clinical Affairs & Medical Director, QM/Compliance department staff.</p> | Biannual |
| Behavioral Health | <p>Clinical Directors: Forum for discussing behavioral health program development, policies & procedures, education & training, accreditation and performance improvement. Minutes will be archived and posted on Staurolite for a period of two years.</p> <p>Consists of: Director of Behavioral Health, BH Clinical Directors, QM/Compliance staff. Ex-officio members: Region Directors, VP of Clinical Affairs & Medical Director, Director of Corporate Compliance & Assistant Corporate Counsel, and Director of Quality & Health Outcomes</p> | Monthly |
| | <p>BH Quality Steering: Provides oversight of behavioral health quality. Minutes will be recorded.</p> <p>Consists of: VP Clinical Affairs & Medical Director, Director of Behavioral Health, and Director of Corporate Compliance & Assistant Corporate Counsel, Director of Quality and Health Outcomes</p> | Quarterly |
| Dental | <p>Dental Directors: Forum to discuss dental program issues including equipment, electronic dental record, clinical guidelines, accreditation, and performance improvement. Minutes will be archived and posted to Staurolite for a period of two years.</p> <p>Consists of: Corporate Dental Director, Dental Directors. Ex-officio members: Region Directors, VP of Clinical Affairs & Medical Director and Director of Corporate Compliance & Assistant Corporate Counsel, Director of Quality and Health Outcomes</p> | Biannual |
| | <p>Dental Quality Steering: Provides oversight of dental quality. Minutes will be recorded.</p> <p>Consists of: VP Clinical Affairs & Medical Director, Corporate Dental Director, and Director of Corporate Compliance & Assistant Corporate Counsel, Director of Quality & Health Outcomes.</p> | Biannual |

| Committee/ Meeting | Role and Function | Meeting Frequency |
|---|--|----------------------|
| Home Care & Hospice Quality Committee | <p>Provides oversight of Home Care & Hospice patient safety and quality program including: quality assessment performance improvement (QAPI), patient satisfaction (HHCAHPS), risk management, accreditation, policy and procedure development and review, and compliance with conditions of participation (COPs). Minutes will be archived and the HHA Region Directors will be included in the distribution.</p> <p>Consists of: VP Clinical Affairs & Medical Director, QM/Compliance staff, HHA administrative and clinical directors.</p> | Quarterly |
| Credentialing & Privileging Committee | <p>Provides oversight of credentialing activities including: review of credentials, provider performance, delegation from health plans, privileging, and review of credentialing policies and procedures. Confidential minutes will be recorded.</p> <p>Consists of: VP of Clinical Affairs and Medical Director, Director of Behavioral Health, Primary Care Medical Director, and Senior Credentialing Coordinator.</p> | Monthly |
| Corporate Safety Committee | <p>Reviews Environment of Care issues (patient safety), Emergency Management performance (drills, emergency equipment and drug readiness, etc.), infection control, needle stick causes and prevention, safe sharps, equipment issues (equipment malfunction, recalls, and inspection), sterilization, radiation plan & dosimetry reports, OSHA requirements (universal precautions and hazard communication), training needs, performance on external inspections, and insurance carrier claims data.</p> <p>Consists of: VP Clinical Affairs & Medical Director, Director of Corporate Compliance & Assistant Corporate Counsel, QM department staff, Corporate Safety Officer, Dental Director, Region Director, Nursing staff, HR Department, and Hospice staff.</p> | Quarterly |
| PCMH Workgroup | <p>Cross functional team to project manage PCMH initiative.</p> <p>Consists of: VP Clinical Affairs & Medical Director, Director Quality and Health Outcomes, Primary Care Medical Director.</p> | Monthly |

| Meetings & Forums | Role and Function | Meeting Frequency |
|------------------------------|--|--------------------------|
| Medical Directors Meeting | <p>Forum to discuss medical program issues, PCMH, clinical guidelines, accreditation, and performance improvement.</p> <p>Consists of: VP of Clinical Affairs, Medical Director of Primary Care, Medical Directors, Ex-officio members: Region Directors, Director of Corporate Compliance & Assistant Corporate Counsel, Director of Quality & Health Outcomes.</p> | Biannual |
| EHR Provider Forum (medical) | <p>Forum to standardize clinical documentation and use of medical EHR.</p> <p>Consists of: VP Clinical Affairs & Medical Director, Primary Care Medical Director, EHR Applications Team, EHR providers, and Quality Management Staff</p> | Periodic |

APPENDIX C

330 Health Plan (UDS) Indicators

1. (Prenatal) Increase the number of pregnant women who begin prenatal care in the first trimester of pregnancy.
2. (Perinatal) Decrease the number of babies that weigh less than 2,500 grams at birth.
3. (Pediatric/Adolescent) Weight assessment (BMI percentile) and nutrition & physical activity counseling for children and adolescents.
4. (Patients ages 5 - 40) Improve the quality of care for patients with asthma: those with persistent asthma will be prescribed an anti-inflammatory medication.
5. (Pediatric) Increase the percentage of children who have received appropriate immunizations by age 3.
6. (Adult) Increase the percentage of diabetic patients with A1c values that are under control ($\leq 9\%$).
7. (Adult) Increase the percentage of hypertensive patients with blood pressure under 140/90.
8. (Adult) Female (21-64) population will show improvement in early detection of cancer.
9. (Adult) Adult weight screening (BMI) and follow-up if patient meets criteria for underweight or overweight.
10. (Adult) Tobacco use assessment.
11. (Adult) Tobacco cessation counseling for known tobacco users.
12. (Adult) Increase the percentage of patients with coronary artery disease who were prescribed a lipid-lowering therapy.
13. (Adult) Increase the percentage of patients with ischemic vascular disease who used aspirin or another antithrombotic.
14. (Adults 50 – 75) Appropriate screening for colorectal cancer.

APPENDIX D

330 Business Plan Indicators

| | Focus Area | Project Period Goal |
|----|----------------------------|--|
| 1. | Costs | By the end of the project period, maintain rate of increase in total cost per patient to 3.5% per year |
| 2. | Costs | By the end of the project period, maintain rate of increase in cost per medical visit to no more than 2.5% per year |
| 3. | Financial Viability | Through the end of the project period, maintain a ratio that will be ≥ 0.00 |
| 4. | Financial Viability | Through the end of the project period, maintain working capital \geq to one month of expenses (ratio ≥ 1.0). |
| 5. | Financial Viability | Through the end of the project period, maintain Long Term Debt at \leq to Half of Net Assets (Ratio ≤ 0.5) |

APPENDIX E

Roundtree and Project SHIELD Indicators

Roundtree:

- Effectiveness: Families feel that the goals written in their child's IFSP are appropriate and reasonable.
- Efficiency: IFSPs are completed within 45 days of the date of referral.
- Individual Service Satisfaction:
 - Family surveys completed upon entry into the Roundtree Program indicate satisfaction with services.
 - Family surveys completed during IFSP yearly updates indicate satisfaction with services.
- Other Stakeholder Satisfaction: Entities providing referrals to Roundtree Program indicate satisfaction with services.
- Service: Staff is trained in professional boundaries and family relationships.

Project SHIELD:

- Effectiveness:
 - % of files reviewed.
 - % of forms submitted to DD Administrator by Department Managers.
 - % of random samples conducted by Program Administrator.
 - Completion of compliance report
 - % of all new hire packets reviewed to verify COR/EAR clearance checks are completed prior to hire and documented as such
 - % bills accurately completed

Patients by Race/Ethnicity/Language – Calendar Year 2013

Quay County - PMS/Quay County Family Health Center

| PATIENTS BY RACE | | HISPANIC/ LATINO | NOT HISPANIC/ LATINO | UNREPORTED/ REFUSED TO REPORT | TOTAL |
|-----------------------------|--|---------------------|----------------------------|-------------------------------------|-------|
| 1 | Asian | 0 | 7 | | 7 |
| 2a | <i>Native Hawaiian</i> | 0 | 0 | | 0 |
| 2b | <i>Other Pacific Islander</i> | 0 | 0 | | 0 |
| 2 | Total Pacific Islander <i>(sum lines 2a+2b)</i> | 0 | 0 | | 0 |
| 3 | Black/African American | 1 | 12 | | 13 |
| 4 | American Indian/Alaska | 3 | 7 | | 10 |
| 5 | White | 601 | 594 | | 1195 |
| 6 | More than one race | 3 | 1 | | 4 |
| 7 | Unreported/Refused to report | 57 | 13 | 21 | 91 |
| 8 | Total Patients <i>(sum lines [1+2] +[3 thru 7])</i> | 665 | 634 | 21 | 1320 |
| PATIENTS BY LANGUAGE | | | | | |
| | Patients best served in a language other than English | | | | 32 |

**RPHCA Diabetes Reporting
Calendar Year 2013**

RPHCA Contractor: Presbyterian Medical Services

| Total Patients with Diabetes (18-75 yrs) | Charts sampled or EHR Total | Patients with Hba1c < 7% | Patients with Hba1c >= 7% and <= 8% | Patients with Hba1c > 8% and <= 9% | Patients with Hba1c >9% or No Test During Year |
|--|-----------------------------|--------------------------|-------------------------------------|------------------------------------|--|
| 3605 | 3605 | 1281 | 547 | 379 | 1398 |
| | | 36% | 15% | 11% | 39% |
| 119 | 119 | 27 | 22 | 22 | 46 |
| | | 24% | 18% | 18% | 39% |
| 160 | 160 | 69 | 27 | 11 | 53 |
| | | 43% | 17% | 7% | 33% |
| 88 | 88 | 23 | 14 | 12 | 39 |
| | | 26% | 16% | 14% | 44% |

CY 2013

Presbyterian Medical Services
(excluding subcontracted
PHCA sites below)

Luna County (Deming-PMS run)

Quay County (Quay-PMS run)

Torrance County
(Mountaineire-PMS run)

Patients by Age and Gender - Calendar Year 2013
Quay County - PMS/Quay County Family Health Center

The New Mexico Department of Health has requested data similar to annual UDS reports submitted by the federally funded sites. For the non-federally funded sites, please estimate as best you can for the following two tables.

Patients by Age and Gender - Calendar Year 2013

| Age Group | Male Patients | Female Patients |
|------------------|----------------------|------------------------|
| Under Age 1 | 7 | 7 |
| Age 1 | 7 | 9 |
| Age 2 | 10 | 7 |
| Age 3 | 8 | 9 |
| Age 4 | 7 | 10 |
| Age 5 | 5 | 10 |
| Age 6 | 9 | 8 |
| Age 7 | 3 | 6 |
| Age 8 | 9 | 4 |
| Age 9 | 5 | 7 |
| Age 10 | 8 | 10 |
| Age 11 | 3 | 6 |
| Age 12 | 2 | 10 |
| Age 13 | 10 | 12 |
| Age 14 | 5 | 3 |
| Age 15 | 6 | 8 |
| Age 16 | 10 | 8 |
| Age 17 | 10 | 9 |
| Age 18 | 3 | 5 |
| Age 19 | 5 | 10 |
| Age 20 | 7 | 10 |
| Age 21 | 5 | 8 |
| Age 22 | 10 | 8 |
| Age 23 | 6 | 7 |
| Age 24 | 5 | 8 |
| Ages 25-29 | 26 | 50 |
| Ages 30-34 | 29 | 56 |
| Ages 35-39 | 25 | 46 |
| Ages 40-44 | 38 | 55 |
| Ages 45-49 | 44 | 57 |
| Ages 50-54 | 51 | 68 |
| Ages 55-59 | 44 | 55 |
| Ages 60-64 | 30 | 64 |
| Ages 65-69 | 34 | 46 |
| Ages 70-74 | 31 | 33 |
| Ages 75-79 | 10 | 14 |
| Ages 80-84 | 13 | 21 |
| Ages 85 and over | 7 | 9 |
| Total | 547 | 773 |

QUAY COUNTY, NEW MEXICO
RESOLUTION NO. 32

AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN QUAY COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$60,454 FOR THE PURPOSE OF FINANCING THE COST OF PURCHASING A FIRE TANKER FOR USE BY THE BARD-ENDEE VOLUNTEER FIRE DEPARTMENT WITHIN THE GEOGRAPHIC LIMITS OF THE GOVERNMENTAL UNIT AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978, AS AMENDED; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

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

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

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

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

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

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

WHEREAS, other than the Pledged Revenues, no tax revenues collected by the Governmental Unit shall be pledged to the Loan Agreement; and

WHEREAS, the Loan Agreement shall be executed and delivered pursuant to Section 4-62-1 through 4-62-10, NMSA 1978, as amended, and with an irrevocable first lien, but not necessarily an exclusive first lien, on the Pledged Revenues; and

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

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

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

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

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

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

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

"Act" means the general laws of the State, Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, Sections 59A-53-1 through 59A-53-17, NMSA 1978, as amended, and enactments of

the Governing Body relating to the Loan Agreement and Intercept Agreement, including this Resolution.

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

“Authorized Officers” means the Chairperson or Vice-Chairperson of the Governing Body, the County Manager and the County Clerk.

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

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

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

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

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

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

“Finance Authority” means the New Mexico Finance Authority.

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

“Fire District” means the Bard-Endee Volunteer Fire Department in Quay County, New Mexico.

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

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

“Governmental Unit” means Quay County, New Mexico.

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

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

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

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

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

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

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

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

“Processing Fee” means the processing fee to be paid on the Closing Date by the Governmental Unit to the Finance Authority for the costs of originating and servicing the loan, as shown on the Term Sheet.

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

“Project” means the project described in the Term Sheet.

“Resolution” means this Resolution No. 32, adopted by the Governing Body on April 28, 2014 approving the Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement as shown on the Term Sheet, as supplemented and amended from time to time.

“State” means the State of New Mexico.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

A. Authorization. This Resolution has been adopted by the affirmative vote of at least a majority of all of the members of the Governing Body. For the purpose of protecting the public health, conserving the property, protecting the general welfare and prosperity of the residents of the Governmental Unit and acquiring the Project, it is hereby declared necessary that the Governmental Unit, pursuant to the Act, execute and deliver the Loan Agreement evidencing a special, limited obligation of the Governmental Unit to pay a principal amount of \$60,454, plus interest thereon, and the execution and delivery of the Loan Agreement and the Intercept Agreement are hereby authorized. The Governmental Unit shall use the proceeds of the Loan to finance the Project and to pay the Processing Fee. The Project will be owned by the Governmental Unit.

B. Detail. The Loan Agreement and Intercept Agreement shall be in substantially the forms of the Loan Agreement and Intercept Agreement presented at the meeting of the Governing Body at which this Resolution was adopted. The Loan shall be in an original aggregate principal amount of \$60,454, shall be payable in installments of principal due on May 1 of the years designated in Exhibit "B" to the Loan Agreement and bear interest payable on November 1 and May 1 of each year, beginning on November 1, 2015, at the rates designated in Exhibit "B" to the Loan Agreement.

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

Section 7. Special Limited Obligation. The Loan Agreement shall be secured by the pledge of the Pledged Revenues as set forth in the Loan Agreement and shall be payable solely from the Pledged Revenues. The Loan Agreement, together with interest thereon and other obligations of the Governmental Unit thereunder, shall be a special, limited obligation of the Governmental Unit, payable solely from the Pledged Revenues as provided in this Resolution and the Loan Agreement and shall not constitute a general obligation of the Governmental Unit or the State, and the holders of the Loan Agreement may not look to any general or other fund of the Governmental Unit for

payment of the obligations thereunder. Nothing contained in this Resolution or in the Loan Agreement, or any other instruments, shall be construed as obligating the Governmental Unit (except with respect to the application of the Pledged Revenues), as incurring a pecuniary liability or a charge upon the general credit of the Governmental Unit or against its taxing power, nor shall a breach of any agreement contained in this Resolution, the Loan Agreement, or any other instrument impose any pecuniary liability upon the Governmental Unit or any charge upon its general credit or against its taxing power. The Loan Agreement shall never constitute an indebtedness of the Governmental Unit within the meaning of any State constitutional provision or statutory limitation and shall never constitute or give rise to a pecuniary liability of the Governmental Unit or a charge against its general credit or taxing power. Nothing herein shall prevent the Governmental Unit from applying other funds of the Governmental Unit legally available therefore to payments required by the Loan Agreement, in its sole and absolute discretion.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 15. Repealer Clause. All bylaws, orders, resolutions, and ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent only of such inconsistency. This repealer shall not be construed to revive any bylaw, order, resolution or ordinance, or part thereof, heretofore repealed.

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

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

(Form of Summary of Resolution for Publication)

Quay County, New Mexico
Notice of Adoption of Resolution

Notice is hereby given of the title and of a general summary of the subject matter contained in Resolution No. 32, duly adopted and approved by the Board of County Commissioners of Quay County, New Mexico, on April 28, 2014. A complete copy of the Resolution is available for public inspection during the normal and regular business hours of the County Clerk, 300 S. Third Street, in Tucumcari, New Mexico. The title of the Resolution is:

QUAY COUNTY, NEW MEXICO
RESOLUTION NO. 32

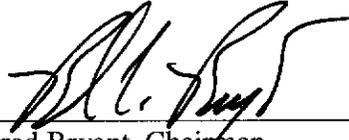
AUTHORIZING THE EXECUTION AND DELIVERY OF A LOAN AGREEMENT AND INTERCEPT AGREEMENT BY AND BETWEEN QUAY COUNTY, NEW MEXICO (THE "GOVERNMENTAL UNIT") AND THE NEW MEXICO FINANCE AUTHORITY, EVIDENCING A SPECIAL, LIMITED OBLIGATION OF THE GOVERNMENTAL UNIT TO PAY A PRINCIPAL AMOUNT OF \$60,454 FOR THE PURPOSE OF FINANCING THE COST OF PURCHASING A FIRE TANKER FOR USE BY THE BARD-ENDEE VOLUNTEER FIRE DEPARTMENT WITHIN THE GEOGRAPHIC LIMITS OF THE GOVERNMENTAL UNIT AND PAYING A LOAN PROCESSING FEE; PROVIDING FOR THE PAYMENT OF THE PRINCIPAL AND INTEREST DUE UNDER THE LOAN AGREEMENT SOLELY FROM THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES DISTRIBUTED BY THE STATE TREASURER TO THE GOVERNMENTAL UNIT PURSUANT TO SECTION 59A-53-7, NMSA 1978, AS AMENDED; PROVIDING FOR THE DISTRIBUTION OF STATE FIRE PROTECTION FUND REVENUES TO BE REDIRECTED BY THE STATE TREASURER TO THE NEW MEXICO FINANCE AUTHORITY OR ITS ASSIGNS FOR THE PAYMENT OF PRINCIPAL AND INTEREST DUE ON THE LOAN AGREEMENT PURSUANT TO AN INTERCEPT AGREEMENT; APPROVING THE FORM AND TERMS OF, AND OTHER DETAILS CONCERNING THE LOAN AGREEMENT AND INTERCEPT AGREEMENT; SETTING THE MAXIMUM INTEREST RATE OF THE LOAN; RATIFYING ACTIONS HERETOFORE TAKEN; REPEALING ALL ACTION INCONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE TAKING OF OTHER ACTIONS IN CONNECTION WITH THE EXECUTION AND DELIVERY OF THE LOAN AGREEMENT AND INTERCEPT AGREEMENT.

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

(End of Form of Summary for Publication)

PASSED, APPROVED AND ADOPTED this 28th day of April, 2014.

BOARD OF COUNTY COMMISSIONERS
QUAY COUNTY, NEW MEXICO



Brad Bryant, Chairman

[SEAL]

ATTEST



Veronica Marez, County Clerk

Commissioner Mike Cherry then moved adoption of the foregoing Resolution, duly seconded by Commissioner Sue Dowell.

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

Those Voting Aye: Brad Bryant - Chairman
Mike Cherry - Commissioner
Sue Dowell - Commissioner

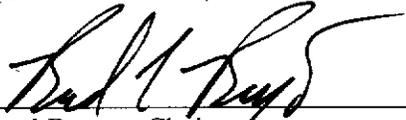
Those Voting Nay: _____

Those Absent: _____

3 members of the Governing Body having voted in favor of said motion, the Chairperson of the Board of County Commissioners declared said motion carried and said Resolution adopted, whereupon the Chairperson and the County Clerk signed the Resolution upon the records of the minutes of the Governing Body.

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

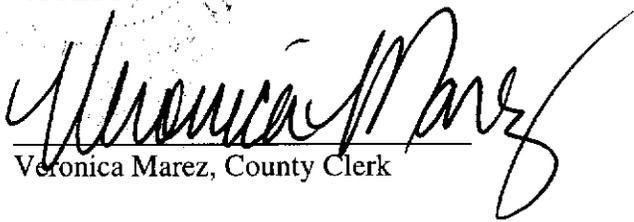
BOARD OF COUNTY COMMISSIONERS
QUAY COUNTY, NEW MEXICO



Brad Bryant, Chairman

[SEAL]

ATTEST:



Veronica Marez, County Clerk

EXHIBIT "A"

Meeting Agenda
of the April 28, 2014
Board of County Commissioners Meeting

(See attached)

STATE OF NEW MEXICO
QUAY COUNTY

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

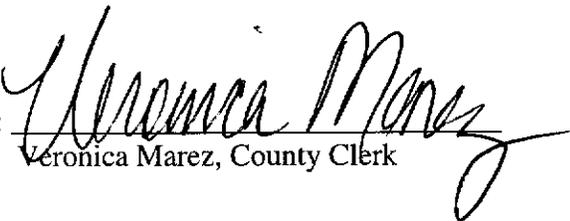
1. The foregoing pages are a true, perfect, and complete copy of the record of the proceedings of the Board of County Commissioners of Quay County, New Mexico (the "Governing Body"), constituting the Governing Body of the Governmental Unit had and taken at a duly called regular meeting held at 300 S. Third Street, in Tucumcari, New Mexico, on April 28, 2014, at the hour of 9:00 a.m., insofar as the same relate to the execution and delivery of the proposed Loan Agreement and Intercept Agreement, a copy of each of which is set forth in the official records of the proceedings of the Governing Body kept in my office. None of the action taken has been rescinded, repealed, or modified.

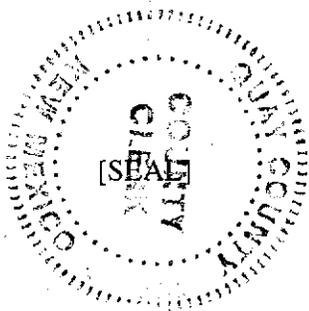
2. Said proceedings were duly had and taken as therein shown, the meeting therein was duly held, and the persons therein named were present at said meeting, as therein shown.

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

IN WITNESS WHEREOF, I have hereunto set my hand this 28th day of April, 2014.

QUAY COUNTY, NEW MEXICO

By: 
Veronica Marez, County Clerk



\$60,454

LOAN AGREEMENT

dated

June 13, 2014

by and between the

NEW MEXICO FINANCE AUTHORITY

and

QUAY COUNTY, NEW MEXICO

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

LOAN AGREEMENT

THIS LOAN AGREEMENT dated June 13, 2014 is entered into by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), and QUAY COUNTY, NEW MEXICO (the "Governmental Unit"), a political subdivision duly organized and existing under the laws of the State of New Mexico (the "State").

WITNESSETH:

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

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

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

WHEREAS, the Governing Body of the Governmental Unit, has determined that it is in the best interests of the Governmental Unit and its residents that the Governmental Unit enter into this Loan Agreement with the Finance Authority and accept a loan from the Finance Authority to finance the cost of purchasing a fire tanker for use by the Bard-Endee Fire Department within the geographic limits of the Governmental Unit, as more fully described on the Term Sheet; and

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

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

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

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

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

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

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

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

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

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

ARTICLE I DEFINITIONS

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

“Act” means the general laws of the State, including Sections 4-62-1 through 4-62-10 and Sections 59A-53-1 through 59A-53-17, NMSA 1978, as amended, and enactments of the Governing Body relating to this Loan Agreement and Intercept Agreement, including the Resolution.

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

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

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

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

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

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

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

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

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

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

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

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

“Fire District” means the Bard-Endee Volunteer Fire Department in Quay County, New Mexico.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“Parity Obligations” means this Loan Agreement, and any other obligations, now outstanding or hereafter issued or incurred, payable from or secured by a lien or pledge of the

Pledged Revenues and issued with a lien on the Pledged Revenues on a parity with this Loan Agreement, including any such obligations shown on the Term Sheet.

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

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

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

“Processing Fee” means the processing fee to be paid on the Closing Date by the Governmental Unit to the Finance Authority for the costs of originating and servicing the Loan, as shown on the Term Sheet attached to this Loan Agreement as Exhibit “A”.

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

“Project” means the project described on the Term Sheet.

“Resolution” means the Governmental Unit Resolution No. 32, adopted by the Governing Body on April 28, 2014 approving this Loan Agreement and the Intercept Agreement and pledging the Pledged Revenues to the payment of the Loan Agreement Payments as shown on the Term Sheet.

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

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

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

ARTICLE II
REPRESENTATIONS, COVENANTS AND WARRANTIES

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

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

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

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

(d) Use of Loan Agreement Proceeds. The Governmental Unit shall proceed without delay in applying the proceeds of this Loan Agreement (less deposits to the Finance Authority Debt Service Account and the Processing Fee) to the acquisition of the Project.

(e) Payment of Loan Agreement. The Governmental Unit shall promptly pay Loan Agreement Payments, as specified in Exhibit "B" hereto, according to the true intent and meaning of this Loan Agreement. Loan Agreement Payments are payable solely from the Pledged Revenues or from the proceeds of refunding bonds or other refunding obligations which the Governmental Unit may hereafter issue in its sole discretion and which are payable from the Pledged Revenues; and nothing in this Loan Agreement shall be construed as obligating the Governmental Unit to pay Loan Agreement Payments from any general or other fund of the Governmental Unit other than such special funds. Nothing contained in this Loan Agreement, however, shall be construed as prohibiting the Governmental Unit in its sole and absolute

discretion, from making such payments from any moneys which may be lawfully used, and which are legally available, for that purpose.

(f) Acquisition and Completion of Project. The Project will consist of financing the cost of purchasing a fire tanker for use by the Bard-Endee Fire Department within the geographic limits of the Governmental Unit. The Project will be acquired and completed so as to comply with all applicable ordinances, resolutions and regulations, if any, and any and all applicable laws relating to the acquisition and completion of the Project and to the use of the Pledged Revenues. The Project complies with Sections 59A-53-1 through 59A-53-19, NMSA 1978, as amended.

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

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

(i) Loan Agreement Term. The term of the Loan Agreement of ten (10) years does not exceed the reasonably expected life of the Project which is ten (10) years. The weighted average maturity of 6.396 years of the Loan Agreement does not exceed 120% of the reasonably expected life of the Project, which is ten (10) years.

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

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

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

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

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

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

(o) Outstanding Debt. Except for the Parity Obligations, if any, described on the Term Sheet, there are currently no outstanding bonds, notes or other obligations of the Governmental Unit which are payable from and secured by a parity lien on the Pledged Revenues. No additional indebtedness, bonds or notes of the Governmental Unit payable on a priority ahead of the indebtedness herein authorized out of the Pledged Revenues shall be created or incurred while this Loan Agreement remains outstanding.

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

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

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

(s) Expected Coverage Ratio. The Pledged Revenues (giving credit for any increase in Pledged Revenues which has received final approval of the Governing Body and become effective) from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed, two hundred percent (200%) of the maximum Aggregate Annual Debt Service Requirement.

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

(u) Governmental Unit's Existence. The Governmental Unit will maintain its corporate identity and existence so long as this Loan Agreement is unpaid, unless another political subdivision by operation of law succeeds to the liabilities and rights of the Governmental Unit

without adversely affecting to any substantial degree the privileges and rights of the Finance Authority.

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

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

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

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

(a) Authorization of Loan Agreement and Intercept Agreement. The Finance Authority is a public body politic and corporate constituting a governmental instrumentality,

separate and apart from the State, duly organized, existing and in good standing under the laws of the State, has all necessary power and authority to enter into and perform and observe the covenants and agreements on its part contained in this Loan Agreement and the Intercept Agreement and, by proper action, has duly authorized the execution and delivery of this Loan Agreement and the Intercept Agreement based upon the Finance Authority's findings that:

(i) The Governmental Unit is a disadvantaged qualified entity in that its median household income is \$33,039, which is less than seventy-five percent (75%) of the State median household income of \$44,886.

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

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

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

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

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

ARTICLE III
LOAN AGREEMENT TERM

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

ARTICLE IV
LOAN; APPLICATION OF MONEYS

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

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

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

(c) To the Finance Authority, payment in the amount shown on the Term Sheet as the Processing Fee.

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

Section 5.1 Loan to the Governmental Unit; Payment Obligations Limited to Pledged Revenues; Pledge of Pledged Revenues. The Finance Authority hereby lends to the Governmental Unit and the Governmental Unit hereby borrows from the Finance Authority an amount equal to the Loan Agreement Principal Amount. The Governmental Unit promises to pay, but solely from the sources pledged herein, the Loan Agreement Payments as herein provided. The Governmental Unit does hereby convey, assign and pledge unto the Finance Authority and unto its successors in trust forever all right, title and interest of the Governmental Unit in and to: (i) the Pledged Revenues to the extent required to pay the Loan Agreement Payments on parity with the Parity Obligations; (ii) the Finance Authority Debt Service Account, such account being held by the Finance Authority; (iii) the Program Account, such account being held by the Trustee; and (iv) all other rights hereinafter granted, for the securing of the Governmental Unit's obligations under this Loan Agreement, including payment of the Loan Agreement Payments and Additional Payment Obligations; provided, however, that if the Governmental Unit, its successors or assigns, shall well and truly pay, or cause to be paid, all Loan Agreement Payments at the time and in the manner contemplated by this Loan Agreement, then, upon such final payment or provision for payment by the Governmental Unit, this Loan Agreement and the rights created thereby shall terminate; otherwise, this Loan Agreement shall remain in full force and effect. The Loan Agreement

Payments shall, in the aggregate, be sufficient to pay the Principal Component and Interest Component when due, the payment schedule of which is attached hereto as Exhibit "B."

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

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

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

(i) Interest Components. Annually, (A) beginning in July, 2015, an amount necessary to pay the first two maturing Interest Components coming due on this Loan Agreement, (which are due November 1, 2015 and May 1, 2016), and (B) in each July thereafter, the amount necessary to pay the next two maturing Interest Components on this Loan Agreement during the Loan Agreement Term, as described in Exhibit "B;"

(ii) Principal Payments. Annually, (A) beginning in July, 2015 an amount necessary to pay the first maturing Principal Component coming due on this Loan Agreement (which is due May 1, 2016), and (B) in each July thereafter, the amount necessary to pay the next maturing Principal Component on this Loan Agreement during the Loan Agreement Term, as described in Exhibit "B."

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

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

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

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

Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from the Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), it must be determined that:

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

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

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

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

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

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

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

(a) If at any time after the Closing Date, while this Loan Agreement, or any part thereof, is outstanding, the Governmental Unit shall find it desirable to refund any outstanding bonds or other outstanding obligations payable from the Pledged Revenues, this Loan Agreement, such bonds or other obligations, or any part thereof, may be refunded (but the holders of this Loan Agreement or bonds to be refunded may not be compelled to surrender this Loan Agreement or their bonds, unless this Loan Agreement, the bonds or other obligations, at the time of their required surrender for payment, shall then mature, or shall then be callable for prior redemption at the Governmental Unit's option), regardless of whether the priority of the lien for the payment of the refunding obligations on the Pledged Revenues is changed, except as provided in subparagraph (e) of Section 5.5 hereof and in subparagraphs (b) and (c) of this Section.

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

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

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

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

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

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

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

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

Section 5.7 Investment of Governmental Unit Funds. Money on deposit in the Finance Authority Debt Service Account established by the Finance Authority may be invested by the Finance Authority in Permitted Investments at the discretion of the Finance Authority. Money on deposit in the Program Account held by the Trustee and created hereunder may be invested by the Trustee in Permitted Investments at the written direction of the Finance Authority or at the discretion of the Trustee. Any earnings on any of said accounts shall be held and administered in the account and utilized in the same manner as the other moneys on deposit therein.

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

ARTICLE VI THE PROJECT

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

Section 6.2 Disbursements From the Program Account. So long as no Event of Default shall occur, the Trustee shall disburse moneys from the Program Account in accordance with

Section 6.2 of the Indenture upon receipt by the Trustee of a requisition substantially in the form of Exhibit "C" attached hereto signed by an Authorized Officer of the Governmental Unit.

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

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

Section 6.4 Application of Loan Agreement Proceeds Subsequent to Completion of the Project. Upon completion of the Project as signified by delivery of the completion certificate contemplated in Section 6.3 hereof, or in the event that the Finance Authority and the Trustee shall not have received a certificate of completion as required by Section 6.3 hereof by the date three (3) years from the Closing Date (or such later date as is approved in writing by Bond Counsel), the Trustee shall transfer the amounts remaining in the Program Account (except amounts necessary for payment of amounts not then due and payable) to the Finance Authority Debt Service Account and such amounts shall be used for the payment of Loan Agreement Payments.

ARTICLE VII
COMPLIANCE WITH LAWS
AND RULES; OTHER COVENANTS

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

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

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

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

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

Section 7.6 Bank Designation of Loan Agreement. For purposes of and in accordance with Section 265 of the Code, the Governmental Unit hereby designates this Loan Agreement as an issue qualifying for the exception for certain qualified tax-exempt obligations to the rule denying banks and other financial institutions 100% of the deduction for interest expenses which is allocable to tax-exempt interest. The Governmental Unit reasonably anticipates that the total amount of tax exempt obligations (other than obligations described in Section 265(b) (3) (C) (ii) of the Code) which will be issued by the Governmental Unit and by any aggregated issuer during the current calendar year will not exceed \$10,000,000. For purposes of this Section 7.6, "aggregated issuer" means any entity which: (i) issues obligations on behalf of the Governmental Unit; (ii) derives its issuing authority from the Governmental Unit; or (iii) is controlled directly or indirectly by the Governmental Unit within the meaning of Treasury Regulation Section 1.150-1(e). The Governmental Unit hereby represents that: (a) it has not created and does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 265(b) (3) (C) or (D) of the Code; and (b) the total amount of obligations so designated by the Governmental Unit, and all aggregated issuers for the current calendar year does not exceed \$10,000,000.

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

Regulation Section 1.150-1(e). The Governmental Unit hereby represents that it has not created, does not intend to create and does not expect to benefit from any entity formed or availed of to avoid the purposes of Section 148(f)(4)(D) of the Code.

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

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

ARTICLE VIII PREPAYMENT OF LOAN AGREEMENT PAYMENTS

Section 8.1 Prepayment. The Governmental Unit is hereby granted the option to prepay any of the Principal Components of this Loan Agreement in whole or in part on any day on or after one (1) year following the Closing Date without penalty or prepayment premium. The Governmental Unit may designate the due dates of any Principal Components being prepaid in the event of a partial prepayment. Notice of intent to make such prepayment shall be provided to the Finance Authority and the Trustee by the Governmental Unit no less than forty-five (45) days prior to the prepayment date. The Trustee shall recalculate the Loan Agreement Payments due under this Loan Agreement in the event of a partial prepayment in a manner which is consistent with the manner in which the Bonds, if any, are prepaid.

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

ARTICLE IX INDEMNIFICATION

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

ARTICLE X EVENTS OF DEFAULT AND REMEDIES

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

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

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

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

(d) A petition is filed against the Governmental Unit under any bankruptcy, moratorium, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and is not dismissed within

thirty (30) days after such filing, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests;

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

(f) The Governmental Unit admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including, without limitation, a receiver, liquidator or trustee) of the Governmental Unit for any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than thirty (30) days, but the Finance Authority and the Trustee shall have the right to intervene in the proceedings prior to the expiration of such thirty (30) days to protect their interests.

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

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

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

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

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

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

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

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

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

Section 10.5 Waivers of Events of Default. The Finance Authority or the Trustee may in its discretion waive by written waiver any Event of Default hereunder and the consequences of such an Event of Default provided, however, that there shall not be waived: (i) any Event of Default in the payment of the principal of this Loan Agreement at the date when due as specified herein; or (ii) any default in the payment when due of the interest on this Loan Agreement, unless prior to such waiver or rescission, all arrears of interest, with interest at the rate borne by this Loan Agreement on all arrears of payments of principal and all expenses of the Finance Authority or the Trustee, in connection with such Event of Default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Finance Authority or the Trustee on account of any such Event of Default shall have been discontinued or abandoned or determined adversely, then and in every such case, the Finance Authority and the Trustee shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other Event of Default, or impair any right consequent thereon.

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

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

ARTICLE XI MISCELLANEOUS

Section 11.1 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when delivered as follows: if to the Governmental Unit, Quay County, P.O. Box 1246, Tucumcari, New Mexico 88401, Attention: County Manager; if to the Finance Authority, New Mexico Finance Authority, 207 Shelby Street, Santa Fe, New Mexico 87501, Attention: Chief Executive Officer; and if to the Trustee, BOKF, NA dba Bank of

Albuquerque, 201 Third Street NW, Suite 1400, Albuquerque, New Mexico 87102. The Governmental Unit, the Finance Authority, and the Trustee may, by notice given hereunder, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

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

Section 11.3 Amendments. The Governmental Unit agrees that this Agreement will not be amended without the prior written consent of the Finance Authority, and, if the Loan has been pledged under the Indenture (as defined herein), without the prior written consent of the Trustee (as defined herein), the Finance Authority and the Governmental Unit, pursuant to the Indenture.

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

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

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

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

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

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

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

[Remainder of page intentionally left blank]

[Signature pages follow]

IN WITNESS WHEREOF, the Finance Authority, on behalf of itself, and as approved by the Board of Directors of the Finance Authority on March 27, 2014, has executed this Loan Agreement in its corporate name; and the Governmental Unit has caused this Loan Agreement to be executed in its corporate name and the seal of the Governmental Unit affixed and attested by its duly authorized officers. All of the above are effective as of the date first above written.

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

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

Sutin, Thayer & Browne A Professional Corporation
As Loan Counsel

By: _____
Suzanne Wood Bruckner

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

By: _____
Daniel Opperman, General Counsel

QUAY COUNTY, NEW MEXICO

[SEAL]

By: 
Brad Bryant, Chairman of the
Board of County Commissioners

ATTEST:

By: 
Verónica Marez, County Clerk

3216151.doc

EXHIBIT "A"

TERM SHEET

New Mexico Finance Authority Loan No. 3110-PP

| | |
|--|--|
| Governmental Unit: | Quay County, New Mexico |
| Project Description: | Finance the cost of purchasing a fire tanker for use by the Bard-Endee Fire Department, within the geographic limits of the Governmental Unit |
| Loan Agreement Principal Amount: | \$60,454 |
| Disadvantaged Funding Amount: | \$60,454 |
| Pledged Revenues: | The distribution of State Fire Protection Funds to the Governmental Unit for the Fire District made annually by the State Treasurer pursuant to Section 59A-53-7, NMSA 1978. |
| Coverage Ratio: | 200% |
| Distributing State Agency: | State Treasurer |
| Outstanding Parity Obligations: | Finance Authority Loan No. 1829-PP, matures in May, 2016; Finance Authority Loan No. 2131-PP, matures in May, 2018; Finance Authority Loan No. 2403-PP, matures in May, 2020 |
| Additional Parity Bonds Test: | 200% |
| Authorizing Legislation: | Resolution No. 32, adopted on April 28, 2014 |
| Closing Date: | June 13, 2014 |
| First Interest Payment Date: | November 1, 2015 |
| First Principal Payment Date: | May 1, 2016 |
| Final Payment Date: | May 1, 2025 |
| Blended Interest Rate: | 0.100% |
| Program Account Deposit: | \$60,000.00 |
| Processing Fee: | \$453.41 |
| Finance Authority Debt Service Account Deposit: | \$0.59 |

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

EXHIBIT "B"

DEBT SERVICE SCHEDULE FOR LOAN REPAYMENT

[SEE ATTACHED]

EXHIBIT "C"

FORM OF REQUISITION

RE: \$60,454 Loan Agreement by and between Quay County, New Mexico, and the New Mexico Finance Authority (the "Loan Agreement").

TO: BOKF, NA dba Bank of Albuquerque
c/o New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting

You are hereby authorized to disburse from the Program Account – Quay County, New Mexico (2014 Bard-Endee Tanker Loan), with regard to the above-referenced Loan Agreement the following:

LOAN NO. 3110-PP

CLOSING DATE: JUNE 13, 2014

REQUISITION NUMBER: _____

NAME AND ADDRESS OF PAYEE: _____

AMOUNT OF PAYMENT: \$ _____

PURPOSE OF PAYMENT: _____

Each obligation, item of cost or expense mentioned herein is for costs of the Project, is due and payable, has not been the subject of any previous requisition and is a proper charge against the Program Account – Quay County, New Mexico (2014 Bard-Endee Tanker Loan).

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

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

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

DATED: _____

By: _____
Authorized Officer
Title: _____
(Print Name and Title)

EXHIBIT "D"

CERTIFICATE OF COMPLETION

RE: \$60,454 Loan Agreement by and between Quay County, New Mexico and the New Mexico Finance Authority (the "Loan Agreement").

TO: New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501
Attn: Accounting

Susan Ellis
Assistant Vice President, Corporate Trust
BOKF, NA dba Bank of Albuquerque
201 Third Street NW, Suite 1400
Albuquerque, New Mexico 87102

LOAN NO.: 3110-PP

CLOSING DATE: JUNE 13, 2014

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

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

DATED: _____

By: _____
Authorized Officer of Governmental Unit

Title: _____
Print Name and Title

INTERCEPT AGREEMENT

This INTERCEPT AGREEMENT is made and entered into June 13, 2014, by and between the NEW MEXICO FINANCE AUTHORITY (the "Finance Authority"), a public body politic and corporate constituting a governmental instrumentality separate and apart from the State of New Mexico (the "State") under the laws of the State and QUAY COUNTY, NEW MEXICO, a political subdivision duly organized and existing under the laws of the State (the "Governmental Unit").

WITNESSETH:

WHEREAS, Sections 6-21-1 through 6-21-31, NMSA 1978, as amended, authorized the creation of the Finance Authority within the State to assist in financing the cost of public projects of participating qualified entities, including the Governmental Unit, such as financing the cost of purchasing a fire tanker for use by the Bard-Endee Volunteer Fire Department within the geographic limits of the Governmental Unit; and

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

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

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

WHEREAS, the Governmental Unit desires to borrow \$60,454 from the Program for the purpose of financing the acquisition of the Project, which Loan is to be governed by this Intercept Agreement and by the Loan Agreement, respectively; and

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

NOW THEREFORE, the parties hereto agree:

Unless otherwise defined in this Intercept Agreement and except where the context by clear implication otherwise requires, capitalized terms used in this Intercept Agreement shall

have for all purposes of this Intercept Agreement the meanings assigned thereto in the Loan Agreement and the Indenture, as defined in the Loan Agreement.

Section 1. Authorization to the Finance Authority. The Governmental Unit hereby recognizes that the Finance Authority has made a Loan to the Governmental Unit in the amount of \$60,454 to finance the acquisition of the Project. Pursuant to the Loan Agreement and this Intercept Agreement, the Loan and all Loan Agreement Payments on the Loan made by or on behalf of the Governmental Unit shall be collected by the Finance Authority and remitted to the Trustee. All payments due on the Loan from the Pledged Revenues shall be paid by the Distributing State Agency to the Finance Authority or its designee, on behalf of the Governmental Unit, from scheduled distributions of the Pledged Revenues in accordance with the Intercept Schedule attached hereto as Exhibit "A" (the "Intercept Schedule").

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

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

Section 2. Term; Amendments. This Intercept Agreement will remain in full force and effect from its effective date as herein provided until such time as the Loan made pursuant to the Loan Agreement and this Intercept Agreement have been paid in full. Nothing herein shall be deemed in any way to limit or restrict the Governmental Unit from issuing its own obligations, providing its own program or participating in any other program for the financing of public projects which the Governmental Unit may choose to finance. This Intercept Agreement may be amended only by written instrument signed by the parties hereto.

Section 3. Authorization. The execution and performance of the terms of this Intercept Agreement have been authorized and approved by Resolution No. 32, passed and adopted on April 28, 2014 by the Governing Body of the Governmental Unit, which Resolution is in full force and effect on the date hereof.

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

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

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

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

Section 8. Initial Intercept Date. As indicated on the Intercept Schedule, the first distribution of the Pledged Revenues that is to be intercepted by the Distributing State Agency under the terms of this Intercept Agreement consist of Pledged Revenues due to the Governmental Unit distributed beginning in July, 2015.

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

[Signature page follows]

[Remainder of page left blank intentionally]

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

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

QUAY COUNTY, NEW MEXICO

By:  _____
Brad Bryant, Chairman of the Board of County Commissioners



(SEAL)

Attest:

By:  _____
Veronica Marez, County Clerk

Acknowledged:

By: _____
State Treasurer

By: _____
State Fire Marshal

Date: _____

Date: _____

EXHIBIT "A"

INTERCEPT SCHEDULE
QUAY COUNTY, NEW MEXICO
Loan No. 3110-PP

| Dates | Pledged Revenues | Amount |
|--|--|------------|
| Annually, July, 2015 through July, 2024 | The distribution of State Fire Protection Fund Revenues to Quay County, New Mexico for the Bard-Endee Fire District, pursuant to Section 59A-53-7, NMSA 1978, which distributions are made annually by the State Treasurer | \$6,084.42 |

\$60,454
QUAY COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN
(BARD-ENDEE VOLUNTEER FIRE DISTRICT)

TRANSCRIPT OF PROCEEDINGS
Loan No. 3110-PP
INDEX

Closing Date: June 13, 2014

1. Open Meetings Act Resolution No..19 adopted December 9, 2013
2. Resolution No. 32, adopted April 28, 2014, Agenda, and the Affidavit of Publication of the Notice of Adoption of Resolution in the *Quay County Sun*
3. Loan Agreement
4. Intercept Agreement
5. General and No Litigation Certificate
6. Arbitrage and Tax Certificate with Form 8038-GC and evidence of filing and Finance Authority Tax Representations Certificate
7. Delivery, Deposit and Cross-Receipt Certificate
8. Pledged Revenues Certificate
9. Approving Opinion of Sutin, Thayer & Browne, A Professional Corporation, Loan Counsel to the Finance Authority
10. Finance Authority Application and Project Approval (informational only)

TRANSCRIPT DISTRIBUTION LIST

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

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

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

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

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

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

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

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

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

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

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

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

13. To the best of our knowledge and belief, none of the events of default referred to in Article X of the Loan Agreement has occurred.

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

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

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

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

18. The Governmental Unit is not in default, and has not been in default within the ten (10) years immediately preceding the date of this Certificate, in the payment of principal of, premium, if any, or interest on any bonds, notes or other obligations which it has issued, assumed

or guaranteed as to payment of principal, premium, if any, or interest except that no representation is made with respect to industrial revenue bonds or conduit bonds payable solely from installment sale or lease payments, loan repayments or other amounts received by the Governmental Unit from private entities.

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

20. Regular meetings of the Governing Body have been held at the Quay County Commission Chambers, 300 S. Third Street, in Tucumcari, New Mexico, the principal meeting places of the Governing Body.

21. The Governing Body has no rules of procedure which would invalidate or make ineffective the Resolution or other action taken by the Governing Body in connection with the Loan Agreement. Open Meetings Act Resolution No. 19 adopted and approved by the Governing Body on December 13, 2013, establishes notice standards as required by Sections 10-15-1 through 10-15-4, NMSA 1978. Open Meetings Act Resolution No. 19 has not been amended or repealed. All action of the Governing Body with respect to the Loan Agreement, the Intercept Agreement and the Resolution was taken at meetings held in compliance with Open Meetings Act Resolution No. 19.

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

23. The Pledged Revenues from the Fiscal Year immediately preceding the Closing Date were equal to or exceeded, and, on an ongoing basis during each year of the Loan Agreement Term, are reasonably expected to equal or exceed two hundred percent (200%) of the maximum Aggregate Annual Debt Service Requirement.

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

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

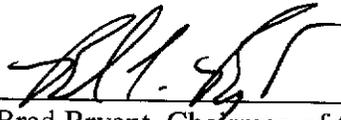
26. This Certificate is for the benefit of the Finance Authority.

27. This Certificate may be executed in counterparts.

[Signature page follows]

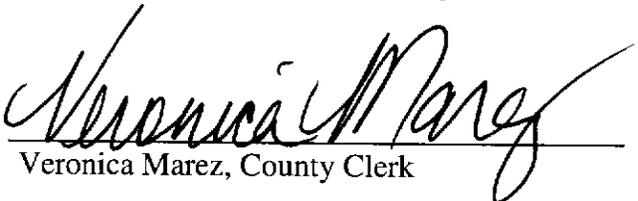
WITNESS our hands and the seal of the Governmental Unit this 13th day of June, 2014.

QUAY COUNTY, NEW MEXICO

By: 
Brad Bryant, Chairman of the
Board of County Commissioners

[SEAL]

By: _____
Richard Primrose, County Manager

By: 
Veronica Marez, County Clerk

APPROVED:

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

Tim Rose, Esq., Attorney for
Quay County, New Mexico

\$60,454
QUAY COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

| | | |
|---------------------|---|-------------------|
| STATE OF NEW MEXICO |) | ARBITRAGE AND TAX |
| QUAY COUNTY |) | CERTIFICATE |

On behalf of Quay County, New Mexico (the "Governmental Unit"), and in connection with the Loan Agreement dated June 13, 2014 (the "Loan Agreement"), relating to financing the cost of purchasing a fire tanker truck for use by the Bard-Endee Volunteer Fire District within the Governmental Unit and paying the Processing Fee (the "Project") as described in the Loan Agreement, and evidencing the Governmental Unit's obligation in the aggregate principal amount of \$60,454, the Governmental Unit hereby certifies as follows:

Capitalized terms used in this Certificate have the same meanings as defined in Resolution No. 32, adopted on April 28, 2014, unless otherwise defined in this Certificate or the context requires otherwise.

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

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

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

4. Sources and Uses of Loan Funds. The Governmental Unit has received Loan proceeds from the public project revolving fund (as defined in the Act) in the amount of \$60,454 from the Finance Authority (the "Proceeds"). The Proceeds do not exceed the amount reasonably necessary for the purposes for which the Loan Agreement was entered into.

5. Expenditure Expectations. The Governmental Unit expects to incur a substantial binding obligation within six (6) months of the date hereof with regard to the Project, which

obligation involves the expenditure of no less than five percent (5%) of the Proceeds. The Governmental Unit reasonably expects that the completion of the Project and expenditure of the Proceeds will proceed with due diligence to completion and that all of the Proceeds will be expended within three (3) years of the date hereof.

The estimated total costs of the Project will not be less than \$60,000 plus investment earnings thereon during the acquisition period.

Proceeds in the amount of \$453.41 will be deducted from the Proceeds and paid directly to the Finance Authority as the Processing Fee for the costs of originating and servicing the Loan.

Proceeds in the amount of \$0.59 will be deposited into the Finance Authority Debt Service Account to be maintained by the Finance Authority or its assignee and utilized as provided in Section 5.2 of the Loan Agreement.

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

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

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

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

throughout the term of the Loan Agreement with the requirements of Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto. Pursuant to the Loan Agreement, the Governmental Unit shall be liable for any rebatable arbitrage payable pursuant to Sections 103 and 141 through 150 of the Code and regulations proposed or promulgated with respect thereto. Any such liability shall be payable solely from the Pledged Revenues.

10. Private Business Use Limitations. None of the Proceeds will be used by a private business or any entity other than a governmental unit or secured by payments from or property of a private business or any entity other than a governmental unit except pursuant to a management contract which conforms with Revenue Procedure 97-13 of the United States Treasury as modified by Revenue Procedure 2001-39 of the United States Treasury. For purposes of the preceding sentence a governmental unit does not include the United States Government or any agency or instrumentality thereof.

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

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

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

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

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

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

17. Economic Life of Project. The weighted average maturity of 6.396 years of the Loan Agreement does not exceed 120% of the reasonably expected economic life of the Project, which is ten (10) years.

18. Qualified Tax-Exempt Obligations. The Loan Agreement is a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code. The Governmental Unit represents that the reasonably anticipated amount of qualified tax-exempt obligations which will

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

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

[Signature page follows]

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

Dated: June 13, 2014

QUAY COUNTY, NEW MEXICO

[SEAL]

By: 
Brad Bryant, Chairman of the
Board of County Commissioners

By: _____
Richard Primrose, County Manager

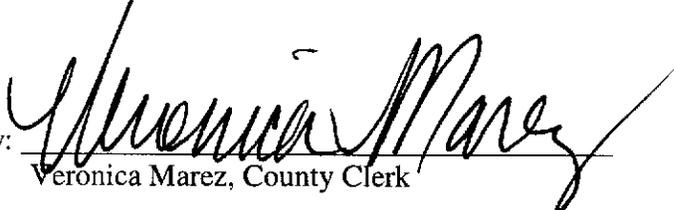
By: 
Veronica Marez, County Clerk

EXHIBIT "B"

FINANCE AUTHORITY TAX REPRESENTATIONS CERTIFICATE

The undersigned hereby certifies as follows with respect to the \$60,454 Loan Agreement dated June 13, 2014 (the "Loan Agreement") from the New Mexico Finance Authority (the "Finance Authority") to Quay County, New Mexico (the "Governmental Unit");

1. The Finance Authority is making the Loan for its own account (and not on behalf of another) in the principal amount of \$60,454, without accrued interest, and has no present intention of reselling or re-offering the Loan, thereby the "purchase price" of the Loan is \$60,454.

2. The Arbitrage Yield on the Loan, calculated in accordance with the applicable U.S. Treasury Regulations to be paid on the Loan is 0.10%.

3. The Weighted Average Maturity of the Loan, calculated in accordance with the applicable U.S. Treasury Regulations, is 6.396 years.

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

Dated this 13th day of June, 2014.

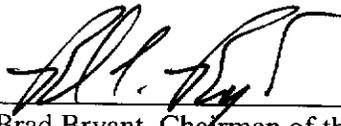
NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

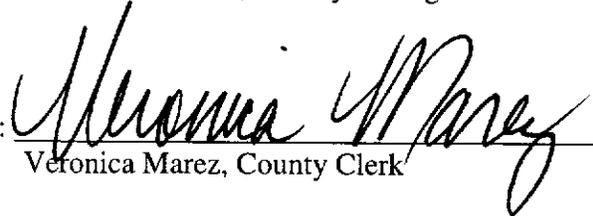
WITNESS our hands this 13th day of June, 2014.

QUAY COUNTY, NEW MEXICO

[SEAL]

By: 
Brad Bryant, Chairman of the
Board of County Commissioners

By: _____
Richard Primrose, County Manager

By: 
Veronica Marez, County Clerk

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

NEW MEXICO FINANCE AUTHORITY

By: _____
Robert P. Coalter, Chief Executive Officer

\$152,250
QUAY COUNTY, NEW MEXICO
NEW MEXICO FINANCE AUTHORITY LOAN

STATE OF NEW MEXICO)
QUAY COUNTY) ss. PLEDGED REVENUE CERTIFICATE

WHEREAS, Quay County, New Mexico (the "Governmental Unit") pursuant to Resolution No. 05-35 adopted on November 15, 2005 (the "2005 Resolution"), executed and delivered a Loan Agreement (the "**First Loan Agreement**") between the Governmental Unit and the New Mexico Finance Authority (the "Finance Authority"), in the aggregate principal amount of \$105,000. The First Loan Agreement is payable from the distribution of State Fire Protection Fund revenues distributed annually by the State Treasurer for the Bar-Endee Fire District (the "Pledged Revenues").

WHEREAS, the Governmental Unit, pursuant to Resolution No. 08-38 adopted on January 28, 2008 (the "2008 Resolution"), executed and delivered a Loan Agreement between the Governmental Unit and the Finance Authority (the "**Second Loan Agreement**"), in the aggregate principal amount of \$166,667. The Second Loan Agreement is payable from the distribution of the Pledged Revenues.

WHEREAS, the Governmental Unit pursuant to Resolution No. 2009-2010 #33 adopted on December 14, 2009 (the "2009 Resolution"), executed and delivered a Loan Agreement in the aggregate principal amount of \$152,250 between the Governmental Unit and the Finance Authority (the "**Third Loan Agreement**" and together with the First Loan Agreement and the Second Loan Agreement, the "**Parity Loan Agreements**"). The Third Loan Agreement is payable from the Pledged Revenues.

WHEREAS, the Governmental Unit pursuant to Resolution No. 32 adopted on April 28, 2014 (the "2014 Resolution"), intends to execute and deliver on the date hereof its New Mexico Finance Authority Loan Agreement in the aggregate principal amount of \$60,454 for the purpose of purchasing a fire tanker truck for use by the Bard-Endee Volunteer Fire Department within the Governmental Unit (the "**Fourth Loan Agreement**") payable from the Pledged Revenues, as set forth in the Fourth Loan Agreement.

WHEREAS, Section 5.5, "Additional Parity Obligations" of each of the Parity Loan Agreements provides as follows:

"Section 5.5 Additional Parity Obligations. No provision of this Loan Agreement shall be construed in such a manner as to prevent the issuance by the Governmental Unit of additional Parity Obligations payable from Pledged Revenues, nor to prevent the issuance of bonds or other obligations refunding all or a part of this Loan Agreement; provided, however, that before any such additional Parity Obligations are actually issued (excluding refunding bonds

or refunding obligations which refund Parity Obligations but including parity refunding bonds and obligations which refund subordinate obligations as provided in Section 5.6 hereof), it must be determined that:

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

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

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

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

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

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

* * *

WHEREAS, the principal and interest on the outstanding First Loan Agreement coming due in each Fiscal Year to its last principal payment date is as follows:

First Loan Agreement Debt Service Requirements

| Fiscal Year Ending | Principal | Interest | Total Payment* |
|--------------------|-------------|----------|----------------|
| 2014 | \$10,576.00 | 0 | \$10,655.52 |
| 2015 | \$10,603.00 | 0 | \$10,656.08 |
| 2016 | \$10,629.00 | 0 | \$10,655.58 |

* Includes Administrative Fee paid to the NMFA.

* * *

WHEREAS, the principal and interest on the outstanding Second Loan Agreement coming due in each Fiscal Year to its last principal payment date is as follows:

Second Loan Agreement Debt Service Requirements

| Fiscal Year Ending | Principal | Interest | Total Payment |
|--------------------|-------------|------------|---------------|
| 2014 | \$16,272.00 | \$2,174.38 | \$18,446.38 |
| 2015 | \$16,598.00 | \$1,827.26 | \$18,425.26 |
| 2016 | \$16,941.00 | \$1,461.38 | \$18,402.38 |
| 2017 | \$17,309.00 | \$1,068.84 | \$18,377.84 |
| 2018 | \$25,880.00 | \$655.58 | \$26,535.58 |

* * *

WHEREAS, the principal and interest on the Third Loan Agreement coming due in each Fiscal Year to its last principal date is as follows:

Third Loan Agreement Debt Service Requirements

| Fiscal Year Ending | Principal | Interest | Total Payment |
|--------------------|-----------|------------|---------------|
| 2014 | \$14,912 | \$1,466.74 | \$16,378.74 |
| 2015 | \$15,041 | \$1,337.78 | \$16,378.78 |
| 2016 | \$15,201 | \$1,177.92 | \$16,378.92 |
| 2017 | \$15,385 | \$993.86 | \$16,378.86 |
| 2018 | \$15,596 | \$783.34 | \$16,379.34 |
| 2019 | \$15,831 | \$548.56 | \$16,379.56 |
| 2020 | \$16,087 | \$291.96 | \$16,378.96 |

* * *

WHEREAS, the principal and interest on the Fourth Loan Agreement coming due in each Fiscal Year to its last principal date is as follows:

Fourth Loan Agreement Debt Service Requirements

| Fiscal Year Ending | Principal | Interest | Total Payment |
|--------------------|-----------|----------|---------------|
| 2016 | \$5,970 | \$113.86 | \$6,083.86 |
| 2017 | 6,029 | 74.48 | 6,083.48 |
| 2018 | 6,035 | 46.46 | 6,083.46 |
| 2019 | 6,042 | 42.42 | 6,084.42 |
| 2020 | 6,048 | 36.38 | 6,084.38 |
| 2021 | 6,054 | 30.34 | 6,084.34 |
| 2022 | 6,060 | 24.28 | 6,084.28 |
| 2023 | 6,066 | 18.22 | 6,084.22 |
| 2024 | 6,072 | 12.16 | 6,084.16 |
| 2025 | 6,078 | 6.08 | 6,084.08 |

NOW THEREFORE, the undersigned do hereby certify as follows:

1. We are familiar with the provisions of the Resolutions authorizing the execution and delivery of the Parity Loan Agreements and the Fourth Loan Agreement, and with the provisions of the Parity Loan Agreements and the Fourth Loan Agreement.
2. We are familiar with the books, accounts and funds of the Governmental Unit pertaining to the Pledged Revenues.
3. Except as stated in the preambles to this Certificate, the Pledged Revenues have not been pledged or hypothecated to the payment of any outstanding parity lien obligations and no other outstanding obligations are payable from the Pledged Revenues.
4. The Governmental Unit is not, and has not been in default as to making any payments on the Parity Loan Agreements, nor under any of the covenants or requirements of the Parity Loan Agreements.
5. The Fourth Loan Agreement is payable from the Pledged Revenues and will constitute a lien upon the Pledged Revenues on a parity with the lien of the outstanding Parity Loan Agreements.

6. The fiscal year immediately preceding the date of the Fourth Loan Agreement is the period commencing on July 1, 2012 and ending on June 30, 2013.

7. The Pledged Revenues for the fiscal year ending June 30, 2013 are fairly stated at \$123,338.

8. The combined maximum Aggregate Annual Debt Service Requirements on the Parity Loan Agreements and the Fourth Loan Agreement for the parity bond test set out in the preambles of this Certificate occurs in Fiscal Year 2016 and is \$51,520.74. Two hundred percent (200%) of such amount is \$103,041.48.

9. The Pledged Revenues of \$123,338 (i.e., paragraph 7 above) for the fiscal year immediately preceding the date of the execution and delivery of the Fourth Loan Agreement were sufficient to pay an amount representing 200% of the combined maximum Aggregate Annual Debt Service Requirements of \$103,041.48 on the Parity Loan Agreements and the Fourth Loan Agreement.

10. This certificate is for the benefit of each holder from time to time of the Fourth Loan Agreement and for the benefit of bond counsel in rendering opinions to the effect that the Fourth Loan Agreement is secured by a lien pledge on the Pledged Revenues on a parity with the Parity Loan Agreements.

(Remainder of page left blank intentionally)

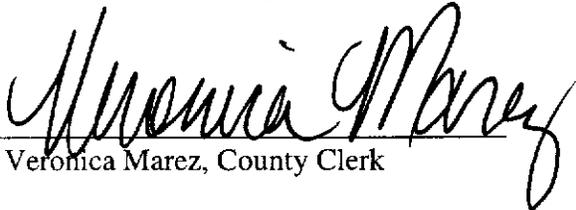
(Signature page follows)

WITNESS our hands this 13th day of June, 2014.

QUAY COUNTY, NEW MEXICO

By: 
Brad Bryant, Chairman of the
Board of County Commissioners

By: _____
Nadine Angel, County Treasurer

By: 
Veronica Marez, County Clerk

[SEAL]

SUTIN THAYER  BROWNE
A PROFESSIONAL CORPORATION
LAWYERS

IRWIN S. MOISE (1906-1984)
LEWIS R. SUTIN (1908-1992)
FRANKLIN JONES (1919-1994)
RAYMOND W. SCHOWERS (1948-1995)
GRAHAM BROWNE (1935-2003)

SAUL COHEN (Of Counsel)
NORMAN S. THAYER (Of Counsel)

BENJAMIN ALLISON
TIMOTHY J. ATLER
ANDREW J. BARANOWSKI
PAUL BARDACKE
ANNE P. BROWNE
SUZANNE WOOD BRUCKNER
SUSAN G. CHAPPELL

MARIA MONTOYA CHAVEZ
KATHARINE C. DOWNEY
EDUARDO A. DUFFY
MICHAEL J. GOLDEN
GAIL GOTTLIEB
SUSAN M. HAPKA
ROBERT G. HEYMAN
TRACY L. HOFMANN
CHRISTOPHER A. HOLLAND
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HENRY A. KELLY
KERRY KIERNAN
TWILA B. LARKIN
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RONALD SEGEL
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MARIPOSA PADILLA SIVAGE
TRAVIS R. STEELE
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CHRISTINA S. WEST

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317 PASEO DE PERALTA
SANTA FE, NEW MEXICO 87501
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SANTA FE, NEW MEXICO 87504
505-988-5521
FAX 505-982-5297

WWW.SUTINFIRM.COM

June 13, 2014

New Mexico Finance Authority
207 Shelby Street
Santa Fe, New Mexico 87501

Quay County, New Mexico
300 S. Third Street
Tucumcari, New Mexico 88401

\$60,454 New Mexico Finance Authority Loan to
Quay County, New Mexico (3110-PP)

Ladies and Gentlemen:

We have acted as Loan Counsel to the New Mexico Finance Authority (the "Finance Authority") in connection with the \$60,454 loan agreement dated June 13, 2014 (the "Loan Agreement") between Quay County, New Mexico (the "Governmental Unit") and the Finance Authority. The Loan Agreement is executed and delivered by the Governmental Unit pursuant to Sections 4-62-1 through 4-62-10, NMSA 1978, as amended, and the Governmental Unit's Resolution No. 32, adopted on April 28, 2014 (the "Resolution"). The Loan Agreement has been executed and delivered to provide funds to finance the cost of purchasing a fire tanker for use by the Bard-Endee Volunteer Fire Department within the geographic limits of the Governmental Unit and to pay the Processing Fee, as described in the Loan Agreement.

We have examined the Loan Agreement, Resolution and such other law and certified proceedings and other documents as we deem necessary and relevant to deliver this opinion. As to questions of fact material to our opinion, we have relied upon representations of the Governmental Unit contained in the Resolution and certified proceedings and other documents furnished to us, without undertaking to verify the same by independent investigation. In addition, we have relied upon statements of law made by the Governmental Unit's legal counsel in the certified proceedings.

Based on our examination, we are of the opinion that, under existing laws, regulations, rulings and judicial decisions as of the date hereof, subject to the provisions of federal bankruptcy law and other laws affecting creditors' rights and further subject to the exercise of judicial discretion in accordance with general principles of equity:

1. The Resolution creates a valid and binding special limited obligation of the Governmental Unit enforceable in accordance with its terms and creates the pledge of the State Fire Protection Fund revenues (the "Pledged Revenues") which it purports to create.

2. The Loan Agreement is a valid and binding special limited obligation of the Governmental Unit, enforceable in accordance with its terms and provisions and the terms and provisions of the Resolution.

3. The Loan Agreement is payable solely from, and such payment is secured by a valid and binding first lien (but not an exclusive first lien) on the Pledged Revenues and on a parity with the lien thereon of other outstanding obligations secured by a first lien on the Pledged Revenues as set forth in the Loan Agreement. The Finance Authority has no right to have taxes levied by the Governmental Unit for the payment of principal of or interest on the Loan Agreement and the Loan Agreement does not represent or constitute a debt or a pledge of, or a charge against, the general credit of the Governmental Unit.

4. The Loan Agreement is a valid and binding obligation of the Finance Authority and is enforceable in accordance with its terms and provisions.

5. Assuming continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and with the covenants of the Governmental Unit regarding the use, expenditure and investment of Loan Agreement proceeds, interest on the Loan Agreement is excluded from gross income of the owners of the Loan Agreement for purposes of federal income taxation. Failure of the Governmental Unit to comply with its covenants and with the requirements of the Code may cause interest on the Loan Agreement to become includable in gross income for federal income tax purposes retroactive to the date of the Loan Agreement.

6. Interest on the Loan Agreement is excluded from net income of the owners thereof for State of New Mexico income tax purposes.

7. The Loan Agreement may be pledged as an "Additional Pledged Loan" or as a "Loan" under the General Indenture of Trust and Pledge dated as of June 1, 1995, as amended and supplemented, by and between the Finance Authority and BOKF, NA dba Bank of Albuquerque, as successor trustee (the "Trustee"), or the Subordinated General Indenture of Trust and Pledge dated as of March 1, 2005, as supplemented, by and between the Finance Authority and the Trustee, as determined by the Finance Authority pursuant to a pledge notification or supplemental indenture.

We express no opinion with respect to the provisions of the Loan Agreement and the Resolution with respect to indemnification or payment of attorneys' fees. Other than as described in this opinion, we have not addressed nor are we opining on the tax consequences to any person of the investment in, or the receipt of interest on, the Loan Agreement.

We express no opinion as to, or the effect or applicability of, any laws other than the laws of the State of New Mexico and the federal laws of the United States of America. The opinions expressed herein are based only on the laws in effect as of the date hereof, and in all respects are subject to and may be limited by future legislation, as well as developing case law. We undertake no duty to advise you of the same or to undertake to determine or confirm continuing compliance by the Finance Authority and the Governmental Unit with the requirements of the Code.

We understand that this opinion is being relied upon by the addressees hereof, and we consent to such reliance, but this opinion may not be delivered to or relied upon by any other person or entity without our written consent. This opinion is effective as of this date and we undertake no obligation to update or modify this opinion for any future events or occurrences.

Very truly yours,

SUTIN, THAYER & BROWNE
A Professional Corporation

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases, and Installment Sales**

OMB No. 1545-0720

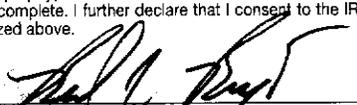
▶ Under Internal Revenue Code section 149(e)

Caution: If the issue price of the issue is \$100,000 or more, use Form 8038-G.

| | | | |
|---|--|--|--|
| Part I Reporting Authority | | Check box if Amended Return <input type="checkbox"/> | |
| 1 Issuer's name Quay County, New Mexico | | 2 Issuer's employer identification number (EIN) 8 5 6 0 0 0 2 3 8 | |
| 3 Number and street (or P.O. box if mail is not delivered to street address) P.O. Box 1246 | | Room/suite | |
| 4 City, town, or post office, state, and ZIP code Tucumcari, New Mexico 88401 | | 5 Report number (For IRS Use Only) <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | |
| 6 Name and title of officer or other employee of issuer or designated contact person whom the IRS may call for more information Cheryl Simpson, Finance Officer | | 7 Telephone number of officer or legal representative (575) 461-2112 | |

| | |
|---|---------------------|
| Part II Description of Obligations Check one: a single issue <input type="checkbox"/> or a consolidated return <input type="checkbox"/> | |
| 8a Issue price of obligation(s) (see instructions) | 8a 60,454 00 |
| b Issue date (single issue) or calendar date (consolidated). Enter date in mm/dd/yyyy format (for example, 01/01/2009) (see instructions) ▶ 06/13/2014 | |
| 9 Amount of the reported obligation(s) on line 8a that is: | |
| a For leases for vehicles | 9a |
| b For leases for office equipment | 9b |
| c For leases for real property | 9c |
| d For leases for other (see instructions) | 9d |
| e For bank loans for vehicles | 9e |
| f For bank loans for office equipment | 9f |
| g For bank loans for real property | 9g |
| h For bank loans for other (see instructions) | 9h |
| i Used to refund prior issue(s) | 9i |
| j Representing a loan from the proceeds of another tax-exempt obligation (for example, bond bank) | 9j |
| k Other | 9k |
| 10 If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box <input checked="" type="checkbox"/> | |
| 11 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box (see instructions) <input type="checkbox"/> | |
| 12 Vendor's or bank's name: | |
| 13 Vendor's or bank's employer identification number: | |

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


 Signature of issuer's authorized representative Date

Brad Bryant, Chairman Bd Co. Comm.
 Type or print name and title

| | | | | | |
|-------------------------------|---|--------------------------------|------|---|--------------------------|
| Paid Preparer Use Only | Print/Type preparer's name Suzanne Wood Bruckner | Preparer's signature | Date | Check <input type="checkbox"/> if self-employed | PTIN PO1629036 |
| | Firm's name ▶ Sutin, Thayer & Browne A Professional Corporation | Firm's EIN ▶ 85-0225124 | | | |
| | Firm's address ▶ 6565 Americas Parkway NE, Suite 1000, Albuquerque, NM 87110 | Phone no. 505-883-2500 | | | |
| | | | | | |

General Instructions
 Section references are to the Internal Revenue Code unless otherwise noted.

What's New
 The IRS has created a page on IRS.gov for information about the Form 8038 series and its instructions, at www.irs.gov/form8038. Information about any future developments affecting the Form 8038 series (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form
 Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File
 Issuers of tax-exempt governmental obligations with issue prices of less than \$100,000 must file Form 8038-GC.
 Issuers of a tax-exempt governmental obligation with an issue price of \$100,000 or more must file Form 8038-G, Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return for a single issue.
 Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than \$100,000.
 An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to

pay a penalty in lieu of arbitrage rebate (see the line 11 instructions).

Filing a consolidated return for multiple issues. For all tax-exempt governmental obligations with issue prices of less than \$100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.
 Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, if the issue is a construction issue, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.



QUAY COUNTY GOVERNMENT

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

County of Quay
Board of Commissioners

QUAY COUNTY FISCAL YEAR 2013-2014 RESOLUTION NO. 33

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF QUAY COUNTY, NEW MEXICO, AUTHORIZING THE SUBMISSION OF A NEW MEXICO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM APPLICATION TO THE DEPARTMENT OF FINANCE AND ADMINISTRATION/LOCAL GOVERNMENT DIVISION; AND AUTHORIZING THE COMMISSION CHAIR TO ACT AS THE QUAY COUNTY'S CHIEF EXECUTIVE OFFICER AND AUTHORIZED REPRESENTATIVE IN ALL MATTERS PERTAINING TO THE QUAY COUNTY'S PARTICIPATION IN THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM.

WHEREAS, the need exists within Quay County for neighborhood improvement projects in several low and moderate income neighborhoods, and Quay County desires to apply to the Housing and Urban Development's Community Development Block Grant Program to obtain funding for neighborhood improvements projects; and

WHEREAS, the Board of Commissioners has held 1 public hearings for public input and comments during the 2014 application process; and

WHEREAS, the Board of Commissioners finds that there is a significant need to undertake the Improvement of QR 63 to provide adequate services to the community; and

WHEREAS, the Board of Commissioners determines that the Comprehensive Plan meets the requirements of the Community Development Block Grant Program.

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

1. Quay County is hereby authorized to prepare and submit a Community Block Grant application to the New Mexico Department of Finance and Administration/Local Government Division for the Street Improvement of QR 63.

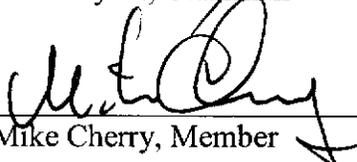
2. That the Board of Commissioners directs and designates the Commission Chair as the County's Chief Executive Officer and Authorized Representative to act in all matters in connection with this application and Quay County's participation in the New Mexico Community Development Block Grant Program.
3. Quay County officials and staff are directed to do any and all acts necessary to carry out the intent of this Resolution.
4. That the application be for \$500,000.00 of grant funds to carry out the Improvement of Quay Road 63;
5. That it further be stated that Quay County is committing a 5% match of \$25,000.00 from its General Fund as a cash contribution toward the acquisition activities of the Improvement of Quay Road 63.

PASSED, ADOPTED AND APPROVED this 28th day of April 2014.

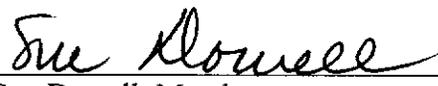
BOARD OF COMMISSIONERS
OF QUAY COUNTY:



Brad Bryant, Chairman

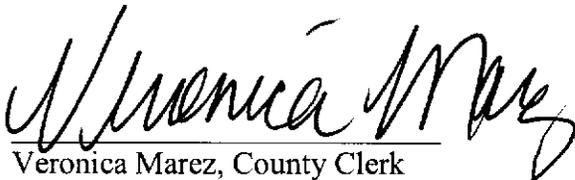


Mike Cherry, Member



Sue Dowell, Member

ATTEST:



Veronica Marez, County Clerk

APPLICATION

1. APPLICANT CONTACT INFORMATION

| | | | |
|--|----------------------|---|-----------------------------|
| Entity Name Quay County Government | | Planning District 4 | Type of Government Local |
| Chief Elected Official Brad Bryant | | County Quay | |
| Mailing Address P.O. Box 1246 Tucumcari, NM 88401 | | | |
| Phone# 575-461-2112 | Fax#575- 461-6208 | Email Address: brad.bryant@quaycounty-nm.gov | |

2. APPLICANT STAFF CONTACT INFORMATION

| | | | |
|--|-----------------------|---|--|
| Name/Title Darla Munsell/CDBG Grant Administrator | | | |
| Address P.O. Box 1246 Tucumcari, NM 88401 | | | |
| Phone # 575-461-3577 | Fax # 575-461-6165 | Email Address Darla.munsell@quaycounty-nm.gov | |

3. PROJECT ENGINEER/ARCHITECT INFORMATION

| | | |
|--|-----------------------|--|
| Firm Name Engineers Inc. | | |
| Contact Person Name/Title Wayland Oliver, PE | | |
| Address P.O. Box 1246 | | |
| Phone # 575-461-0181 | Fax # 575-461-0675 | Email Address wayland@engineersinc.om |

4. RURAL/NON-RURAL STATUS

| | | |
|------------|---|---|
| Check one: | <input checked="" type="checkbox"/> Rural | <i>Rural is a population of 25,000 or less for counties; 3,000 or less for municipalities</i> |
| | <input type="checkbox"/> Non-Rural | <i>Non-Rural is population over 25,001 or more for counties; 3,001 or more for municipalities</i> |

5. JOINT APPLICATION

| | |
|---|--|
| Is this a Joint Application? Yes or No | If Yes, name, title, and contact information of joint applicant: |
|---|--|

6. PROJECT TYPE

| | |
|------------|---|
| Check one: | <input type="checkbox"/> Water <input type="checkbox"/> Wastewater <input checked="" type="checkbox"/> Street and/or Drainage <input type="checkbox"/> Public Facility <input type="checkbox"/> Housing |
|------------|---|

Is this a continuation of a prior CDBG project? Yes or **No**

7. CERTIFICATION

I, the undersigned chief elected official of the applicant, hereby certify that 1) the information contained herein is true, correct, and complete to the best of my knowledge and belief, and 2) the attached resolution (Exhibit C) adopted by the governing body of the applicant authorizes me to file this application for assistance from the State of New Mexico.

Signature-Chief Elected Official

[Handwritten Signature]

Date

4/28/14

SWORN TO AND SUBSCRIBED
Before me on this 28 day
Of April, 2014

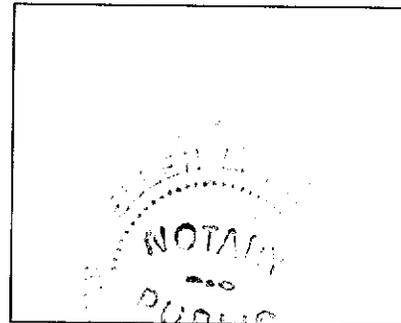
Notary Public

[Handwritten Signature]

My commission expires

3/21/15

Place Seal Here



8. CDBG FUNDING REQUEST

| | |
|------------------------------------|---------------------------------------|
| Full Amount Requested \$497,478.42 | Phased Amount Requested: \$411,602.98 |
|------------------------------------|---------------------------------------|

9. CASH MATCH REQUIREMENT *Check only one box.*

| | | |
|---|---------------------------|-----------------------------|
| <input checked="" type="checkbox"/> Rural: 5% Match of CDBG | Full Project: \$80,273.40 | Phased Project: \$80,273.40 |
| <input type="checkbox"/> Non Rural: 10% Match of CDBG | Full Project: \$ | Phased Project: \$ |

10. THRESHOLD REQUIREMENTS

Do you have any open CDBG Community Infrastructure or Public Facility projects as of March 14, 2014? Yes or **No**

If Yes, the applicant is ineligible to apply for 2014 funding.

Have all findings and concerns for CDBG projects been resolved and cleared? **Yes** or No

Is your annual audit current? **Yes** or No

Are your quarterly and monthly financial reports current? **Yes** or No

Are your budgets current? **Yes** or No

If No for any question, applicant is ineligible to apply for 2014 funding.

11. PREVIOUS CDBG FUNDING

What was the last year this applicant received CDBG funding for Community Infrastructure or Public Facility projects? 2011

Project type and description: Street Improvement

12. CDBG GRANT ADMINISTRATION

Will applicant administer the project? **Yes** or No

If No, provide name of professional grant administrator, evidence of procurement, copy of contract, and professional fees.

(To be completed
by CDB)**13. NATIONAL OBJECTIVE MET** *Check only one box.*

| | | | | | |
|---|-----|--------------------------|-----|--------------------------|-----|
| X | LMI | <input type="checkbox"/> | SBE | <input type="checkbox"/> | ULN |
|---|-----|--------------------------|-----|--------------------------|-----|

| National Objective | Definition | Eligibility Requirements | CDBG Rules and Regulations |
|-------------------------------|---|--|---------------------------------|
| Low and Moderate Income (LMI) | An Applicant must be able to demonstrate that at least 51 percent of the beneficiaries will be low to moderate income. (51% of households in the CDBG project Area must have incomes at or below 80% of the Median Family Income (MFI)) | One of the following must be used: LMI 2010 Census Data; Target Area Survey using 2014 HUD Income limits; or LMI by Limited Clientele. Refer to CDBG Rules and Regulations for LMI Criteria. | Section 2.110.2.16 Subsection A |
| Slum and Blighted Area (SBE) | Applicant must be able to demonstrate the activity aids in the prevention or elimination of slum or blighted area. | Project must correct one or more of the conditions that contributed to the deterioration of the area. Refer to CDBG Rules and Regulations for SBE Criteria. | Section 2.110.2.16 Subsection B |
| Urgent Need (ULN) | An Activity identified as meeting community development needs having a particular urgency. | All of the following must be met: pose an immediate threat; be recent in origin; grantee is unable to finance on its own; verification of need. Refer to CDBG Rules and Regulations for ULN Criteria. | Section 2.110.2.16 Subsection C |

(To be completed
by CDB)**FULL PROJECT****14. Beneficiary Low and Moderate Income (LMI)**

| (a) Project Activity | (b) Total Persons Served* | (c) Total Persons Between 80% & 50% MFI | (d) Total Persons Between 50% & 30% MFI | (e) Total Persons Under 30% MFI | (f) Perc LMI Benef ((c+d+e) x 100) |
|-----------------------|---------------------------|---|---|---------------------------------|------------------------------------|
| 1. Street Improvement | 128 | 29 | 37 | 34 | 78.13 |
| 2. | | | | | |

15. Beneficiary Race/Ethnicity

| Racial / Ethnic Group | Total Persons | Of Hispanic Ethnicity |
|--|---------------|-----------------------|
| White | 128 | 61 |
| Black/African American | | |
| Asian | | |
| American Indian/Alaska Native | | |
| Native Hawaiian/Pacific Islander | | |
| American Indian/Alaska Native & White | | |
| Asian & White | | |
| Black/African American & White | | |
| American Indian/Alaska Native & Black/African American | | |
| Other Multi-Race | | |
| TOTAL PERSONS SERVED* | 128 | 61 |

* Number of Total Persons Served in Tables 14 and 15 must match.

16. Demographic Information

| Male | Female | # Female Headed Household | # Disabled Persons** |
|------|--------|---------------------------|----------------------|
| 61 | 67 | 17 | 16 |

** 2010 HUD Census Data must be used to determine the number of Disabled persons.

17. Source of LMI Information (Check only one box.)

| |
|--|
| <input checked="" type="checkbox"/> Survey Methodology |
| <input type="checkbox"/> Census Methodology |
| <input type="checkbox"/> Limited Clientele |

(To be completed
by CDB)**PHASED PROJECT****18. Beneficiary Low and Moderate Income (LMI)**

| (a) Project Activity | (b) Total Persons Served | (c) Total Persons Between 80% & 50% MFI | (d) Total Persons Between 50% & 30% MFI | (e) Total Persons Under 30% MFI | (f) Percent LMI Benefit ((c+d+e)/x 100) |
|-----------------------|--------------------------|---|---|---------------------------------|---|
| 1. Street Improvement | 128 | 29 | 37 | 34 | 78.13 |
| 2. | | | | | |

19. Beneficiary Race/Ethnicity

| Racial/Ethnic Group | Total Persons | Of Hispanic Ethnicity |
|--|---------------|-----------------------|
| White | 128 | 61 |
| Black/African American | | |
| Asian | | |
| American Indian/Alaska Native | | |
| Native Hawaiian/Pacific Islander | | |
| American Indian/Alaska Native & White | | |
| Asian & White | | |
| Black/African American & White | | |
| American Indian/Alaska Native & Black/African American | | |
| Other Multi-Race | | |
| TOTAL PERSONS SERVED | 128 | 61 |

* Number of Total Persons Served in Tables 18 and 19 must match.

20. Demographic Information

| Male | Female | # Female Headed Household | # Disabled Persons |
|------|--------|---------------------------|--------------------|
| 61 | 67 | 17 | 16 |

** 2010 HUD Census Data must be used to determine the number of Disabled persons.

21. Source of LMI Information (Check only one box.)

| | |
|-------------------------------------|--------------------|
| <input checked="" type="checkbox"/> | Survey Methodology |
| <input type="checkbox"/> | Census Methodology |
| <input type="checkbox"/> | Limited Clientele |

(To be completed
by CDB)**22. PROJECT BUDGETS****FULL PROJECT**

| Project Cost Activities | Project Funding Sources | | |
|------------------------------|-------------------------|--------------------|------------|
| | CDBG | Cash Match | Leveraging |
| Administration (contractual) | | | |
| Architect / Engineer | | \$80,273.40 | |
| Other Professional | | | |
| Inspection (testing) | | | |
| Property Acquisition | | | |
| Property Rehabilitation | | | |
| Construction | \$497,478.42 | | |
| TOTALS | \$497,478.42 | \$80,273.40 | |

Non-CDBG Funding (Cash Match and Leveraging)

| Source and Type | Amount | Date Secured | Date Reversed |
|--------------------------------|--------------|--------------|---------------|
| 1. Preliminary Design | \$28,089.20 | 11/12/13 | |
| 2. Final Design | \$23,394.20 | 11/12/13 | |
| 3. Preliminary Drainage Report | \$11,475.00 | 11/12/13 | |
| 4. SWPPP | \$ 2,500.00 | 11/12/13 | |
| 5. Environmental | \$ 3,500.00 | 11/12/13 | |
| 6. Topo Survey | \$ 10,230.00 | 11/12/13 | |
| 7. Additional Survey | \$ 1,085.00 | 11/12/13 | |

(To be completed
by CDB)

22. PROJECT BUDGETS (continued)

PHASED PROJECT

| Project Cost Activities | Project Funding Sources | | |
|------------------------------|-------------------------|--------------------|---------|
| | CDBG | Cash Match | Leverag |
| Administration (contractual) | | | |
| Architect / Engineer | | \$80,273.40 | |
| Other Professional | | | |
| Inspection (testing) | | | |
| Property Acquisition | | | |
| Property Rehabilitation | | | |
| Construction | \$411,602.99 | | |
| Other Activities | | | |
| TOTALS | \$411,602.99 | \$80,273.40 | |

Non-CDBG Funding (Cash Match and Leveraging)

| Source and Type | Amount | Date Secured | Date Reve |
|--------------------------------|-------------|--------------|-----------|
| 1. Preliminary Design | \$28,089.20 | 11/12/2013 | |
| 2. Final Design | \$23,394.20 | 11/12/2013 | |
| 3. Preliminary Drainage Report | \$11,475.00 | 11/12/2013 | |
| 4. SWPPP | \$ 2,500.00 | 11/12/2013 | |
| 5. Environmental Assessment | \$ 3,500.00 | 11/12/2013 | |
| 6. Topo Survey | \$10,230.00 | 11/12/2013 | |
| 7. Additional Survey | \$ 1,085.00 | 11/12/2013 | |

23. USER FEES AND REVENUES Check all boxes that apply. Provide supporting documentation.

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | Attendance at an asset management training within the last three years that includes the five core components. Provide date(s) and proof of attendance. |
| <input checked="" type="checkbox"/> | Development of an asset management plan that includes some, but not all of the five core components. |
| <input type="checkbox"/> | Development of a complete asset management plan with all five components. |
| <input type="checkbox"/> | Rates developed based on asset management using the five core components. |
| <input type="checkbox"/> | Rates developed by a rate analysis excluding asset management or allowance for replacement of reserve funds. |
| <input type="checkbox"/> | Rates developed by other means. |

24. CITIZEN PARTICIPATION *Check all boxes that apply. Provide supporting documentation.*

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Number of public hearings held 1 |
| <input checked="" type="checkbox"/> | Dates and times of public hearings 04/22/2013 |
| <input checked="" type="checkbox"/> | Posted and/or published notice in English and Spanish. Include copies |
| <input checked="" type="checkbox"/> | Minutes of public hearings |
| <input checked="" type="checkbox"/> | Sign-in sheets for public hearings. |
| <input checked="" type="checkbox"/> | Evidence of posting hearing notices. More than 10 days in advance of the hearing date is required |
| <input checked="" type="checkbox"/> | Describe actions that have been taken in addition to the public notices and hearings to encourage and foster community participation in the CDBG process. Notice in Library Post office |

25. PLANNING *Check all boxes that apply. Provide supporting documentation.*

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Applicant has adopted a local Infrastructure Capital Improvement Plan (ICIP). Provide evidence of adoption by entity. |
| <input checked="" type="checkbox"/> | Applicant's proposed project is listed in the ICIP |
| <input checked="" type="checkbox"/> | CDBG is listed as a possible funding source in the ICIP |
| <input checked="" type="checkbox"/> | Applicant's proposed project shows consistency with Comprehensive Plan |
| <input checked="" type="checkbox"/> | Applicant has adopted a drought contingency plan In our 40 Year Water Plan |
| <input checked="" type="checkbox"/> | Applicant has adopted a water conservation ordinance In our 40 Year Water Plan |
| <input checked="" type="checkbox"/> | Describe two methods used by the entity to conserve potable water In our 40 Year Water Plan |

26. FEASIBILITY AND READINESS *Check all boxes that apply. Provide supporting documentation.***Actions that can be taken prior to application submission:**

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | Evidence of real property or easements acquired |
| <input checked="" type="checkbox"/> | Professional services contract executed |
| <input checked="" type="checkbox"/> | Plans and specifications completed 90 % completed |
| <input checked="" type="checkbox"/> | Bid documents completed |
| <input type="checkbox"/> | Preliminary Engineering Report (PER) completed Not applicable |
| <input checked="" type="checkbox"/> | Environmental Review Process completed in process |

14c _____

*(To be completed
by CDB)*

27. COST BENEFIT

| FULL PROJECT | (a) Total CDBG \$ | (b) Total Beneficiaries | (c) Cost per Beneficiary (a/b) |
|--------------|----------------------|----------------------------|--------------------------------------|
| | \$497,478.42 | 128 | 3886.55 |

| PHASED PROJECT | (a) Total CDBG \$ | (b) Total Beneficiaries | (c) Cost per Beneficiary (a/b) |
|----------------|----------------------|----------------------------|--------------------------------------|
| | \$411,602.99 | 128 | 3215.65 |

28. PERFORMANCE OUTCOME MEASURES

(a) Check one box that describes your Project Objective.

Create suitable living environment

Provide decent affordable housing

Create economic opportunity

(b) Check one box that describes the Outcome your project will achieve.

Availability/Accessibility

Affordability

Sustainability

FEDERAL ASSURANCES SIGNATURE PAGE

I, Brad Bryant (Chief Elected Official) hereby certify that in carrying out the activities funded under the CDBG Program, the County of Quay

- A. will minimize displacement of persons and provide reasonable benefits to those involuntarily displaced as a result of CDBG assistance;
- B. will conduct and administer the program in conformity with Public Law 88-352 (Title VI of the Civil Rights Act of 1964), and Public Law 90-284 (Title VIII of the Civil Rights Act of 1968) and will affirmatively further fair housing;
- C. will provide opportunities for citizen participation, hearings, and access to information with respect to our community development program comparable to the requirements found under sections 104(a)(2) and 104(a)(3) of Title I of the Housing and Community Development Act of 1975 as amended through 1987; and
- D. will not attempt to recover any capital costs of public improvements assisted in whole or part under the CDBG Program by assessing any amount against properties owned and occupied by persons of low- and moderate-income, including any fee charged or assessment made as a condition of obtaining access to such public improvements unless funds received under the CDBG Program are used to pay the proportion of such or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other under Public Law 93-383, as amended.

I also certify that to the best of my knowledge and belief, data in the application is true and correct, including commitment of local resources; the document has been duly authorized by the governing body of the applicant; and the applicant will comply with all applicable federal and state requirements, including the following:

- A. Civil Rights Acts;
- B. Housing and Community Development Acts of 1974, as amended;
- C. Age Discrimination Act of 1975;
- D. Section 504 of the Rehabilitation Act of 1973
- E. Davis-Bacon Act, as amended, where applicable under Section 110 of the Housing and Community Development of 1974; as amended; Contract Work Hours and Safety Standards Act; the Copeland Anti- Kickback Act; the Department of Defense Reauthorization Act of 1986 and the Fair Labor Standards Act; \National Environmental Policy Act of 1969 and 24 CFR 58 (Environmental Review);
- F. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended;
- G. State of New Mexico Citizen Participation Plan;
- H. Lead-based Paint Poisoning Prevention Act
- I. Residential Anti-Displacement and Relocation Assistance Plan; and
- J. Government-wide Restriction on Lobbying and the Hatch Act

Brad Bryant

Typed Name of Chief Elected Official

Signature

Date

**EXHIBIT A-2
INCOME SURVEY CERTIFICATION**

I hereby certify that, to the best of my knowledge, all information found in all grant survey forms pertaining thereto, are correct and has been gathered in an appropriate and ethical manner. I also understand that the intentional falsification of any survey information associated with this grant application shall immediately result in the disqualification of the applicant's immediate eligibility and possible future eligibility as determined appropriate by the Local Government Division, Community Development Bureau. Additionally, I understand that any person intentionally falsifying survey information in connection with this or any other grant application shall be subject to the denial of participation in the CDBG Program and/or fined and/or imprisoned in accordance with state and federal statutes and regulations.

I hereby acknowledge that I have read and understand the above paragraph:

Surveyor 1:

Darla Munsell
(Please Print)

Signature: 
(Date)

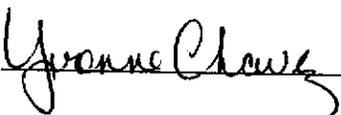
Surveyor 2:

Niva Pacheco
(Please Print)

Signature: 
(Date)

Surveyor 3:

Yvonne Chavez
(Please Print)

Signature: 
(Date)

Chief Elected Official:

Brad Bryant
(Please Print)

Signature: 
(Date)

QUAY COUNTY
AGREEMENT TO HOUSE INMATES
FY 2014-2015

THIS AGREEMENT is entered into by and between the Lea County Board of Commissioners hereinafter referred to as "Lea County" and Quay County Board of Commissioners hereinafter referred to as "Quay County".

RECITALS

WHEREAS, Quay County is in need of a facility for the incarceration, care and maintenance of persons charged with or arrested for violation of Quay County's Ordinances, arrested by Quay County's law enforcement personnel, or arrested by other law enforcement agencies within the jurisdiction of Quay County; and

WHEREAS, Lea County owns and operates the Lea County Detention Center ("LCDC") which, from time to time, has vacant bed space; and

WHEREAS, LCDC operates the Lea County Juvenile Detention Center; and

WHEREAS, Lea County is willing to incarcerate Quay County's inmates on a space available basis.

NOW, THEREFORE IT IS MUTUALLY AGREED by the parties as follows:

1.0 PURPOSE.

The purpose of this Agreement is to establish the terms and conditions under which Lea County shall accept and detain, on a space available basis, Quay County inmates which may be delivered to LCDC from time to time for incarceration.

2.0 TERM

2.1 The term of the contract will begin on July 1, 2014 and end on June 30, 2015. Lea County and Quay County shall have the option of renewing the contract at the end of every year.

3.0 ADULT INMATES HOUSING AND BOARD

3.1 LCDC will house inmates from Quay County at its facility in Lovington, New Mexico on a space available basis. The parties agree that Quay County will call LCDC for accommodation before bringing any inmate to the facility.

- 3.2 Quay County inmates will be subject to the same rules as other inmates, and will receive comparable treatment and accommodations as provided to other inmates.
- 3.3 On the day release is required by the terms of the order of the Court or by law, a Quay County inmate may be released by LCDC at its regular time of release for other inmates.
- 3.5 Quay County shall provide all transportation for Quay County inmates to and from Lea County Detention Center in Lovington, New Mexico.

4.0 CONSIDERATION

- 4.1 Quay County will pay Lea County \$100.00 per day for each adult inmate, from date of incarceration through date of release for housing and board and related services

There shall be strict accountability for all funds subject to this agreement.

- 4.2 Lea County shall invoice Quay County on a monthly basis. Invoices shall be paid on a within 30 days of receipt.
- 4.3 Lea County reserves the right to refuse to accept any inmates from Quay County in the event any invoice remains unpaid for 45 or more days.

5.0 JUVENILE INMATE HOUSING AND BOARD

- 5.1 The Lea County Juvenile Detention Center will house **Female** juvenile inmates from Quay County at its approved juvenile facility in Lovington, New Mexico on a space available basis. The parties agree that Quay County will call the Lea County Juvenile Detention Center for accommodations before bringing any **Female** juvenile inmates to the facility.
- 5.2 Quay County **Female** juvenile inmates are subject to the Lea County Juvenile Detention Center rules, which apply equally to all **Female** juvenile inmates. Quay County juvenile inmates will have comparable treatment and accommodations as provided to other contract **Female** juvenile inmates.
- 5.3 Quay County will pay Lea County \$125.00 per day, from date of incarceration through date of release for each **Female** juvenile inmate for housing and board and related services.

6.0 REJECTION/RETURN

- 6.1 The Warden of LCDC shall have the right to reject any inmate tendered by Quay County, as long as Quay County inmates are evaluated and treated on the same basis as inmates from other contract entities.

7.0 INMATE INFORMATION

- 7.1 When submitting any **adult** inmate to the LCDC, Quay County, shall provide the following documentation:

1. Arrest Warrant and Supporting Affidavit
2. Arrest report
3. Judgment and Sentence
4. Release Order
5. Date of birth
6. Criminal Complaint or other Charging Document

In addition, Quay County will provide the LCDC with any information it may have concerning inmates tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence and disruptions. Failure to provide Lea County Detention Center with legal authority to hold said inmate at the time inmate is brought to the Detention Center may result in the refusal of the inmate.

- 7.2 When submitting any **juvenile** inmate to the LCDC, Quay County, shall provide the following documentation:

1. Authorization to hold shall be entered in SARA by the approving authority
2. Medical consent form signed by juvenile's legal guardian (copy attached)

In addition, Quay County will provide the LCDC with any information it may have concerning inmates tendered pertaining to medical problems, suicidal tendencies, escape records or tendencies toward violence and disruptions. Failure to provide Lea County Detention Center with legal authority to hold said inmate at the time inmate is brought to the Detention Center may result in the refusal of the inmate.

8.0 MEDICAL CARE

- 8.1 As used herein, "medical care" and "medical treatment" shall include medical, psychiatric and emergency dental treatment, and all prescribed drugs therapy.
- 8.2 LCDC shall not be required to provide medical care to any Quay County inmates housed pursuant to this agreement, except as provided to other inmates, by its medical staff.

- 8.3 Should medical care become necessary from an outside health care provider, the Quay County Manager, or a person designated in advance by Quay County shall be contacted. The person contacted shall either secure the release of the inmate from the appropriate authority in a timely manner or undertake management of the inmate's medical problem in a timely manner. Except as provided below, LCDC personnel shall not secure outside medical care for Quay County inmates unless expressly directed to do so by a person authorized by the Quay County Manager or person authorized for Quay County to act on its behalf. Quay County is responsible for medical care costs outside of the facility and when Lea County is directed by Quay County to secure medical attention for one of its inmates.
- 8.4 LCDC is expressly authorized to instruct health care providers, for any medical care rendered, to bill Quay County directly to:

Address _____

City _____ State _____ Zip _____

Attn: _____

- 8.5 Notwithstanding the above, in an emergency, when treatment is clearly necessary to conserve an inmate's health, Lea County may provide the necessary treatment without prior authority from Quay County, but in such case must notify the appropriate Quay County official as soon as possible thereafter. At such time, medical management of the problem will then be tendered to Quay County. Lea County is expressly authorized to instruct health care providers to bill Quay County directly for medical care rendered in these circumstances.

9.0 Indemnity and Claims

- 9.1 Quay County shall indemnify and hold Lea County harmless from any claim, demand or action for which County would be legally liable that may arise from the negligent action or inaction of Quay County or its personnel or from any claim, demand or action that may arise in the event that Lea County personnel obtain medical care for Quay County inmates. Quay County's obligation under this section shall include providing a defense for Lea County in the event of suit. Quay County's obligation under this section shall also include paying Lea County's cost and expense in defending a lawsuit to which this indemnification and hold-harmless provision applies.
- 9.2 Lea County shall indemnify and hold Quay County harmless from any claim, demand or action that is directly attributable to the negligent action or inaction of LCDC or its personnel in its operation of LCDC with respect to Quay County inmates, but Lea County shall not indemnify and hold Quay County harmless from

any claim, demand or action based on the negligent action or inaction of Quay County, its employees or agents, or a third party with respect to a Quay County inmates. Lea County's obligation under this section shall include paying Quay County's costs and expense in defending a lawsuit to which this indemnification and hold-harmless provision applies.

- 9.3 The parties agree that it is not intended that by any of the provisions of this agreement to create in the public or any member thereof a third party beneficiary or to authorize anyone not a party to this agreement to maintain suit for wrongful death, bodily and/or personal injury to persons, damage to property, and/or any claim whatsoever pursuant to the provisions of this agreement.
- 9.4 By entering this agreement both Counties and their public employees as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense and/or waive any limitation of liability pursuant to law.

10.0 TERMINATION

- 10.1 This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, by certified mail, return receipt, at the following addresses or such other addresses that may be designated from time to time:

Quay County
County Manager
P. O. Box 1246
Tucumcari, NM 88401

Lea County
County Manager
100 N. Main, Suite 4
Lovington, NM 88260

Termination of this Agreement shall not relieve any party from any liability which arose prior to termination. Specifically, termination of this Agreement shall not relieve any party from any indemnification obligations for actions or inactions which occurred prior to termination.

11.0 MISCELLANEOUS

- 11.1 This Agreement is interpreted according and subject to New Mexico law. Any action to interpret and/or enforce this Agreement shall be brought and maintained in the District Court in and for Lea County, New Mexico.
- 11.2 This Agreement shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.
- 11.3 This Agreement and any Exhibits thereto constitute the entire agreement and understanding of the parties and all other matters addressed or referred to herein and supersedes all prior and contemporaneous agreements and

understandings, representations and warranties, whether oral or written, relating such matters.

IN WITNESS WHEREOF, we have hereunder affixed our hands and seals this 20
day of April 2014.

QUAY COUNTY

By: [Signature]

ATTEST: Quay County Clerk

By: [Signature]

LEA COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Gregory H. Fulfer, Chairman

ATTEST: Pat Chappelle
Lea County Clerk

By: _____
Kelli Williams, Deputy Clerk

**LEA COUNTY JUVENILE DETENTION CENTER
MEDICAL CONSENT FORM 1**

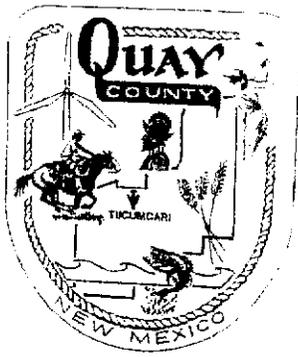
In the matter concerning, _____ I, _____
(Name of Juvenile) (Parent/Guardian)

the undersigned, certify that I am the parent/guardian of the above named juvenile, and I hereby give my permission for the Lea County Juvenile Detention Facility to provide any dental or medical treatment necessary to the welfare of the juvenile while in the physical custody of the facility. I understand that, except in cases of emergency, I will be notified of any surgery or emergency medical treatment being considered, provided that my whereabouts can be determined.

Signature of parent or guardian: _____

(Address)

Date mailed: _____ Officer: _____



Quay County Detention Center

223 W. High Street
P.O. Box 1321
Tucumcari, NM 88401
Phone: (575) 461-4664
Fax: (575) 461-0139

Quarterly Report

Commission Meeting

Date: April 28th, 2014

1st Quarter 01/01/2014 thru 03/31/2014

QCDC ADULT DETENTION

Total number of Adults confined: 256
Total number of days Adults were held: 20,636 days
Average Daily Adult Population: 52 inmates
Average length of stay: 80.61 days
Inmates Booked into the Facility: 191 Inmates
Inmates Released From the Facility: 203 Inmates
Committed by Agency:

| | |
|----------------------------------|----------------------------------|
| Adult Probation and Parole: 12 | New Mexico State Police: 60 |
| De Baca County: 0 | New Mexico State Parks: 0 |
| Dept. Of Motor Transportation: 4 | Other: 13 |
| Guadalupe County: 1 | Quay County Sheriff's Office: 38 |
| Harding County: 2 | Tucumcari Police Dept: 125 |
| Logan Police Dept.: 4 | |

Incidents for the Quarter: 88 Total

Today's Population Adult Total: _____ Male _____ Female _____

QCJDC JUVENILE DETENTION

Total number of Juveniles confined: 14
Total number of days Juveniles were held: 486 days
Average Daily Juvenile Population: 3 inmates
Average length of stay: 34.71 days
Juveniles Booked into the Facility: 12 Inmates
Juveniles Released From the Facility: 13 Inmates
Today's Population in Juvenile Total: _____ Males _____ Out of County: _____

| | |
|-------------------------------------|---------------------------------|
| 6 Juvenile(s) for 91 days Quay | 0 Juvenile(s) Eddy: |
| 0 Juvenile(s) Union: | 1 Juvenile(s) Otero: \$1,800.00 |
| 1 Juvenile(s) Roosevelt: \$1,050.00 | 0 Juvenile(s) Sierra: |
| 0 Juvenile(s) Lea | 0 Juvenile(s) Lincoln: |
| 1 Juvenile(s) Guadalupe: \$75.00 | 0 Juvenile(s) Curry: |
| 0 Juvenile(s) Colfax: | 1 Juvenile(s) Debaca: \$675.00 |

Total Juvenile Revenue from Other Counties \$3600.00

Out of County Housing for Juveniles this quarter: .00

Juvenile Ankle Monitor Program

*Juveniles on for the quarter: 4

*Total Cost for the quarter: \$326.40

*Cost if in custody for the quarter: \$ 12,750.00

savings of: \$ 12,423.60

Adult Ankle Monitor Program

*Adults monitored for quarter: 3

*Revenue of: \$376.20

Don "TJ" Rich, Administrator
Lt. Chris Birch, Assistant Administrator

COUNTY: Quay

DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION

Period Ending: 3/31/2014

SUBMIT TO LOCAL GOVERNMENT DIVISION NO LATER THAN 30 DAYS
AFTER THE CLOSE OF EACH QUARTER.

Prepared By: Richard Printrose

I HEREBY CERTIFY THAT THE CONTENTS IN THIS REPORT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND THAT THIS REPORT REFLECTS ALL FUNDS:
Nadine Cluzel
Signature
Date: 4-22-14

| Fund # | FUND NAME | BEGINNING CASH BALANCE CURRENT FY (1) | YEAR-TO-DATE TRANSACTIONS | | | | | QTR ENDING CASH BALANCE (1)+(2)-(3)+(4)+(5) (6) | INVESTMENTS (7) | CASH + INVESTMENTS (8) | REQUIRED RESERVES (9) | AVAILABLE CASH (\$)-(-) (\$) |
|-------------|------------------------------|---------------------------------------|---------------------------|-----------------------|--------------------------|-----------------|-------------|---|-----------------|------------------------|-----------------------|------------------------------|
| | | | REVENUES TO DATE (2) | TRANSFERS TO DATE (3) | EXPENDITURES TO DATE (4) | ADJUSTMENTS (5) | | | | | | |
| 101 | GENERAL FUND (GF) | \$967,437 | 2,195,235 | (450,050) | 1,382,170 | 59,483 | \$1,390,035 | 0 | \$1,390,035 | 345,543 | \$1,044,493 | |
| 201 | CORRECTION | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| 202 | ENVIRONMENTAL GR | \$136,798 | 31,230 | 0 | 100,000 | 0 | \$68,028 | 0 | \$68,028 | | \$68,028 | |
| 203 | County Property Valuation | \$71,449 | 39,117 | 0 | 31,091 | 0 | \$79,475 | 0 | \$79,475 | | \$79,475 | |
| 204 | COUNTY ROAD | \$451,172 | 567,884 | 0 | 824,013 | 0 | \$195,043 | 0 | \$195,043 | 68,668 | \$126,375 | |
| 206 | EMS | \$16,231 | 13,751 | 0 | 12,461 | 0 | \$17,321 | 0 | \$17,321 | | \$17,321 | |
| 207 | ENHANCED 911 | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| 208 | Farm & Range Improvement | \$54 | 0 | 0 | 0 | 0 | \$54 | 0 | \$54 | | \$54 | |
| 209 | FIRE PROTECTION FUND | \$603,325 | 850,803 | (15,547) | 469,407 | 0 | \$969,174 | 0 | \$969,174 | | \$969,174 | |
| 211 | LEPF | \$0 | 23,600 | 0 | 23,600 | 0 | \$0 | 0 | \$0 | | \$0 | |
| 214 | LODGERS' TAX | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| 217 | RECREATION | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| 218 | INTERGOVERNMENTAL GRANTS | \$256,477 | 151,448 | 0 | 134,061 | 0 | \$273,864 | 0 | \$273,864 | | \$273,864 | |
| 219 | SENIOR CITIZEN | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| 220 | COUNTY INDIGENT FUND | \$34,707 | 214,993 | 0 | 157,534 | 0 | \$92,166 | 0 | \$92,166 | | \$92,166 | |
| 221 | COUNTY HOSPITAL FUND | \$465,875 | 1,541,822 | (45,000) | 633,801 | 0 | \$1,328,896 | 0 | \$1,328,896 | | \$1,328,896 | |
| 222 | COUNTY FIRE PROTECTION | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| 223 | DWI PROGRAM | (\$8,176) | 80,624 | 0 | 79,436 | 0 | (\$6,988) | 0 | (\$6,988) | | (\$6,988) | |
| 225 | Clerk Recording & Filing | \$52,463 | 8,613 | 0 | 36,773 | 0 | \$24,303 | 0 | \$24,303 | | \$24,303 | |
| 226 | JAIL - DETENTION FUND | \$111,834 | 448,181 | 460,597 | 926,276 | 0 | \$94,336 | 0 | \$94,336 | | \$94,336 | |
| 299 | OTHER | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| 300 | CAPITAL PROJECT FUNDS | \$2,899,816 | 32,650 | 50,000 | 442,561 | 0 | \$2,539,905 | 0 | \$2,539,905 | | \$2,539,905 | |
| 401 | G. O. BONDS | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| 402 | REVENUE BONDS | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| 403 | DEBT SERVICE OTHER | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| 500 | ENTERPRISE FUNDS | | | | | | | | | | | |
| | Water Fund | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| | Solid Waste | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| | Waste Water | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| | Airport | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| | Ambulance | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| | Cemetery | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| | Housing | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| | Parking | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| | Other Enterprise (enter fund | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| | Other Enterprise (enter fund | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| | Other Enterprise (enter fund | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| | Other Enterprise (enter fund | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| | INTERNAL SERVICE FUNDS | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| 700 | TRUST AND AGENCY FUNDS | \$0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 | | \$0 | |
| GRAND TOTAL | | \$6,059,462 | \$6,200,051 | \$0 | \$5,253,184 | \$59,483 | \$7,065,812 | \$0 | \$7,065,812 | \$414,210 | \$6,651,602 | |

GENERAL FUND - COUNTY

| COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES | BUDGETED AMOUNTS | | | ACTUALS Y-T-D | ENCUMBRANCES Y-T-D | Variance With Adjusted Budget | |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|-------------------------------|---------------|
| | Approved Budget | Budget Adjustments | Adjusted Budget | | | Positive (\$) | Negative (%) |
| REVENUES | | | | | | | |
| Taxes: | | | | | | | |
| Property Tax - Current Year | \$1,432,507 | \$0 | \$1,432,507 | \$1,075,904 | | (\$356,603) | 75.11% |
| Property Tax - Delinquent | \$80,000 | \$0 | \$80,000 | \$10,442 | | (\$39,558) | 50.55% |
| Property Tax - Penalty & Interest | \$25,000 | \$0 | \$25,000 | \$17,516 | | (\$7,484) | 70.06% |
| Oil and Gas - Equipment | \$35,507 | \$0 | \$35,507 | \$26,570 | | (\$8,937) | 74.83% |
| Oil and Gas - Production | \$6,286 | \$0 | \$6,286 | \$6,180 | | (\$106) | 98.31% |
| Franchise Fees | \$500 | \$0 | \$500 | \$375 | | (\$125) | 75.00% |
| Gross receipts - Local Option | \$345,000 | \$0 | \$345,000 | \$286,038 | | (\$58,962) | 82.91% |
| Gross Receipts - Infrastructure | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Gross Receipts - Environment | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Gross Receipts - Other Dedication | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| PILT | \$4,419 | \$0 | \$4,419 | \$0 | | (\$4,419) | 0.00% |
| Intergovernmental - State Shared: | | | | | | | |
| Gross receipts | \$130,000 | \$0 | \$130,000 | \$109,124 | | (\$20,876) | 83.94% |
| Cigarette Tax | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Gas Tax | \$8,500 | \$0 | \$8,500 | \$460 | | (\$8,040) | 5.41% |
| Motor Vehicle | \$114,000 | \$0 | \$114,000 | \$85,450 | | (\$28,550) | 74.96% |
| Other | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - Federal | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - State | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Grants - Local | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Legislative Appropriations | \$0 | \$0 | \$0 | \$2,033 | | \$2,033 | n/a |
| Small Counties Assistance | \$376,000 | \$0 | \$376,000 | \$304,000 | | (\$72,000) | 80.85% |
| Licenses and Permits | \$6,500 | \$0 | \$6,500 | \$5,690 | | (\$810) | 87.54% |
| Charges for Services | \$100,420 | \$0 | \$100,420 | \$69,317 | | (\$31,103) | 69.03% |
| Fines and Forfeits | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a |
| Interest on Investments | \$6,000 | \$0 | \$6,000 | \$6,287 | | \$287 | 104.78% |
| Miscellaneous | \$355,320 | \$19,000 | \$374,320 | \$159,949 | | (\$214,371) | 42.73% |
| TOTAL GENERAL FUND REVENUES | \$3,025,959 | \$19,000 | \$3,044,959 | \$2,195,335 | | (\$849,624) | 72.10% |
| EXPENDITURES | | | | | | | |
| Executive-Legislative | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Judicial | \$17,326 | \$0 | \$17,326 | \$13,506 | \$0 | \$3,820 | 77.95% |
| Elections | \$53,525 | \$0 | \$53,525 | \$11,186 | \$0 | \$42,339 | 20.90% |
| Finance & Administration | \$636,125 | \$19,000 | \$655,125 | \$447,809 | \$0 | \$207,316 | 68.35% |
| Public Safety | \$542,060 | \$0 | \$542,060 | \$389,498 | \$0 | \$152,562 | 71.86% |
| Highways & Streets | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Senior Citizens | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Sanitation | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Health and Welfare | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Culture and Recreation | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Economic Development & Housing | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a |
| Other - Miscellaneous | \$781,369 | \$0 | \$781,369 | \$520,171 | \$0 | \$261,198 | 66.57% |
| TOTAL GENERAL FUND EXPENDITURES | \$2,030,405 | \$19,000 | \$2,049,405 | \$1,382,170 | \$0 | \$667,235 | 67.44% |
| OTHER FINANCING SOURCES | | | | | | | |
| Transfers In | \$60,547 | \$0 | \$60,547 | \$60,547 | | \$0 | 100.00% |
| Transfers (Out) | (\$762,497) | \$0 | (\$762,497) | (\$510,597) | | \$251,900 | 66.96% |
| TOTAL - OTHER FINANCING SOURCES | (\$701,950) | \$0 | (\$701,950) | (\$450,050) | | \$251,900 | 64.11% |
| Excess (deficiency) of revenues over expenditures | | | | \$363,115 | | | |

SPECIAL REVENUES - COUNTY FUNDS - QUARTERLY REPORT

| SPECIAL REVENUES - RESOURCES | Fund | BUDGET | | | ACTUALS | | | |
|---|------|-----------------|-------------------------|-----------------|--------------------|---------------------------------|-----------------|------------------|
| | | Approved Budget | Resolutions Adj. Budget | Adjusted Budget | Year to Date Total | Encumbrances (spread line only) | Budget Balance | Budget Variance% |
| CORRECTIONS REVENUES | 201 | | | | | | | |
| Correction Fees | 201 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Miscellaneous | 201 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | 0 | n/a |
| EXPENDITURES | 201 | 0 | 0 | 0 | 0 | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 201 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Transfers (Out) | 201 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenses | 201 | | | | 0 | | | |
| ENVIRONMENTAL REVENUES | 202 | | | | | | | |
| GRI - Environmental | 202 | 30,240 | 0 | 30,240 | 30,655 | | 415 | 101.38% |
| Miscellaneous | 202 | 700 | 0 | 790 | 572 | | (128) | 81.71% |
| TOTAL Revenues | | 30,940 | 0 | 30,940 | 31,227 | | 287 | 100.94% |
| EXPENDITURES | 202 | 100,000 | 0 | 100,000 | 100,000 | 0 | 0 | 100.00% |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 202 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Transfers (Out) | 202 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenses | 202 | | | | (68,773) | | | |
| PROPERTY VALUATION REVENUES | 203 | | | | | | | |
| Administrative Fee | 203 | 50,155 | 0 | 50,138 | 33,763 | | (16,372) | 71.34% |
| Miscellaneous | 203 | 1,433 | 0 | 1,433 | 3,349 | | 1,916 | 233.71% |
| TOTAL Revenues | | 51,571 | 0 | 51,571 | 39,117 | | (12,454) | 75.85% |
| EXPENDITURES | 203 | 51,571 | 0 | 51,571 | 31,621 | 0 | 20,450 | 60.29% |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 203 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Transfers (Out) | 203 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenses | 203 | | | | 8,026 | | | |
| EMS REVENUES | 206 | | | | | | | |
| State EMS Grant | 206 | 13,657 | 0 | 13,657 | 13,751 | | 94 | 100.69% |
| Miscellaneous | 206 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL Revenues | | 13,657 | 0 | 13,657 | 13,751 | | 94 | 100.69% |
| EXPENDITURES | 206 | 29,889 | 0 | 29,889 | 12,461 | 0 | 17,428 | 41.69% |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 206 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Transfers (Out) | 206 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expenses | 206 | | | | 1,290 | | | |

SPECIAL REVENUES - COUNTY FUNDS - QUARTERLY REPORT

| SPECIAL REVENUES - RESOURCES | Fund | BUDGET | | | ACTUALS | | Budget Balance | Budget Variance% |
|--|------|-----------------|-------------------------|-----------------|--------------------|----------------------------------|----------------|------------------|
| | | Approved Budget | Resolutions Adj. Budget | Adjusted Budget | Year to Date Total | Encumbrances (rounded line only) | | |
| E911 REVENUES | 207 | | | | | | | |
| State-E-911 Enhancement | 207 | 0 | 0 | 0 | 0 | 0 | n/a | |
| Network & Data Base Grant | 207 | 0 | 0 | 0 | 0 | 0 | n/a | |
| Miscellaneous | 207 | 0 | 0 | 0 | 0 | 0 | n/a | |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | 0 | n/a | |
| EXPENDITURES | 207 | 0 | 0 | 0 | 0 | 0 | n/a | |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 207 | 0 | 0 | 0 | 0 | 0 | n/a | |
| Transfers (Out) | 207 | 0 | 0 | 0 | 0 | 0 | n/a | |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | 0 | n/a | |
| Excess (deficiency) of revenues over expen | 207 | | | | 0 | | | |
| FARM & RANGE REVENUES | 208 | | | | | | | |
| Federal - Taylor Grazing | 208 | 45 | 0 | 45 | 0 | (45) | 0.00% | |
| Miscellaneous | 208 | 0 | 0 | 0 | 0 | 0 | n/a | |
| TOTAL Revenues | | 45 | 0 | 45 | 0 | (45) | 0.00% | |
| EXPENDITURES | 208 | 53 | 0 | 98 | 0 | 98 | 0.00% | |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 208 | 0 | 0 | 0 | 0 | 0 | n/a | |
| Transfers (Out) | 208 | 0 | 0 | 0 | 0 | 0 | n/a | |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | 0 | n/a | |
| Excess (deficiency) of revenues over expen | 208 | | | | 0 | | | |
| COUNTY FIRE PROTECTION REVENUES | 209 | | | | | | | |
| State - Fire Marshall Allowment | 209 | 739,719 | 0 | 739,719 | 739,719 | 0 | 100.00% | |
| Miscellaneous | 209 | 4,200 | 100,000 | 104,200 | 111,093 | 6,893 | 106.62% | |
| TOTAL Revenues | | 743,919 | 100,000 | 843,919 | 850,803 | 6,893 | 100.82% | |
| EXPENDITURES | 209 | 837,296 | 100,000 | 937,296 | 430,407 | 0 | 517,889 | |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 209 | 0 | 0 | 0 | 0 | 0 | n/a | |
| Transfers (Out) | 209 | (15,547) | 0 | (15,547) | (15,547) | 0 | 100.00% | |
| TOTAL - OTHER FINANCING SOURCES | | (15,547) | 0 | (15,547) | (15,547) | 0 | 100.00% | |
| Excess (deficiency) of revenues over expen | 209 | | | | 365,849 | | | |
| LAW ENFORCEMENT PROTECTION REVENUES | 211 | | | | | | | |
| State-Law Enforcement Protection | 211 | 23,600 | 0 | 23,600 | 23,600 | 0 | 100.00% | |
| Miscellaneous | 211 | 0 | 0 | 0 | 0 | 0 | n/a | |
| TOTAL Revenues | | 23,600 | 0 | 23,600 | 23,600 | 0 | 100.00% | |
| EXPENDITURES | 211 | 23,600 | 0 | 23,600 | 23,600 | 0 | 100.00% | |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 211 | 0 | 0 | 0 | 0 | 0 | n/a | |
| Transfers (Out) | 211 | 0 | 0 | 0 | 0 | 0 | n/a | |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | 0 | n/a | |
| Excess (deficiency) of revenues over expen | 211 | | | | 0 | | | |
| LODGERS' TAX REVENUES | 214 | | | | | | | |
| Lodgers' Tax | 214 | 0 | 0 | 0 | 0 | 0 | n/a | |
| Miscellaneous | 214 | 0 | 0 | 0 | 0 | 0 | n/a | |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | 0 | n/a | |
| EXPENDITURES | 214 | 0 | 0 | 0 | 0 | 0 | n/a | |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 214 | 0 | 0 | 0 | 0 | 0 | n/a | |
| Transfers (Out) | 214 | 0 | 0 | 0 | 0 | 0 | n/a | |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | 0 | n/a | |

SPECIAL REVENUES - COUNTY FUNDS - QUARTERLY REPORT

| SPECIAL REVENUES - RESOURCES | Fund | BUDGET | | | ACTUALS | | | |
|--|------|-----------------|-------------------------|-----------------|--------------------|---------------------------------|----------------|------------------|
| | | Approved Budget | Resolutions Adj. Budget | Adjusted Budget | Year to Date Total | Encumbrances (expend line only) | Budget Balance | Budget Variance% |
| Excess (deficiency) of revenues over expen | 214 | | | | 0 | | | |
| RECREATION REVENUES | 217 | | | | | | | |
| Cigarette Tax - (1 cent) | 217 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Miscellaneous | 217 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | 0 | n/a |
| EXPENDITURES | 217 | 0 | 0 | 0 | 0 | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 217 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Transfers (Out) | 217 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expen | 217 | | | | 0 | | | |
| INTERGOVERNMENTAL GRANTS REVENUES | 218 | | | | | | | |
| State Grants | 218 | 111,566 | 0 | 111,566 | 120,133 | | (21,423) | 84.58% |
| Federal Grants | 218 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Miscellaneous | 218 | 93,135 | 0 | 93,135 | 31,510 | | (61,625) | 33.62% |
| TOTAL Revenues | | 204,701 | 0 | 204,701 | 151,643 | | (33,258) | 64.53% |
| EXPENDITURES | 218 | 357,333 | 0 | 357,333 | 134,021 | 0 | 253,272 | 34.61% |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 218 | 39,667 | 0 | 39,667 | 0 | | (39,667) | 0.00% |
| Transfers (Out) | 218 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 39,667 | 0 | 39,667 | 0 | | (39,667) | 0.00% |
| Excess (deficiency) of revenues over expen | 218 | | | | 17,357 | | | |
| SENIOR CITIZENS REVENUES | 219 | | | | | | | |
| State Grants | 219 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Federal Grants | 219 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Miscellaneous | 219 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | 0 | n/a |
| EXPENDITURES | 219 | 0 | 0 | 0 | 0 | 0 | 0 | n/a |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 219 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Transfers (Out) | 219 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expen | 219 | | | | 0 | | | |
| INDIGENT REVENUES | 220 | | | | | | | |
| GRT - County Indigent | 220 | 270,000 | 0 | 270,000 | 214,523 | | (55,477) | 79.45% |
| Miscellaneous | 220 | 700 | 0 | 700 | 455 | | (235) | 66.43% |
| TOTAL Revenues | | 270,700 | 0 | 270,700 | 214,993 | | (55,707) | 79.42% |
| EXPENDITURES | 220 | 272,553 | 0 | 272,553 | 157,534 | 0 | 115,024 | 57.80% |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | 220 | 0 | 0 | 0 | 0 | | 0 | n/a |
| Transfers (Out) | 220 | 0 | 0 | 0 | 0 | | 0 | n/a |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a |
| Excess (deficiency) of revenues over expen | 220 | | | | 57,459 | | | |

SPECIAL REVENUES - COUNTY FUNDS - QUARTERLY REPORT

| SPECIAL REVENUES - RESOURCES | Fund | BUDGET | | | ACTUALS | | Encumbrances (expend line only) | Budget Balance | Budget Variance% |
|---|------|--------------------|----------------------------|--------------------|-----------------------|---|------------------------------------|-------------------|---------------------|
| | | Approved Budget | Resolutions Adj. Budget | Adjusted Budget | Year to Date Total | | | | |
| HOSPITAL REVENUES | 221 | | | | | | | | |
| GRT - Special Local Hospital | 221 | 1,609,547 | 0 | 1,609,547 | 1,333,227 | | (276,320) | 82.82% | |
| GRT - Hospital Emergency | 221 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| GRT - County Health Care | 221 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| Miscellaneous | 221 | 282,593 | 0 | 282,593 | 202,565 | | (79,028) | 71.81% | |
| TOTAL Revenues | | 1,892,140 | 0 | 1,892,140 | 1,535,822 | | (356,318) | 81.17% | |
| EXPENDITURES | 221 | 1,847,445 | 0 | 1,847,445 | 633,501 | 0 | 1,213,944 | 34.31% | |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 221 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| Transfers (Out) | 221 | (45,000) | 0 | (45,000) | (45,000) | | 0 | 100.00% | |
| TOTAL - OTHER FINANCING SOURCES | | (45,000) | 0 | (45,000) | (45,000) | | 0 | 100.00% | |
| Excess (deficiency) of revenues over expenditures | 221 | | | | 868,321 | | | | |
| COUNTY FIRE PROTECTION REVENUES | 222 | | | | | | | | |
| GRT - Fire Excise Tax (1.4 or 1.8 cent) | 222 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| Miscellaneous | 222 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| TOTAL Revenues | | 0 | 0 | 0 | 0 | | 0 | n/a | |
| EXPENDITURES | 222 | 0 | 0 | 0 | 0 | 0 | 0 | n/a | |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 222 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| Transfers (Out) | 222 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a | |
| Excess (deficiency) of revenues over expenditures | 222 | | | | 0 | | | | |
| DVA REVENUES | 223 | | | | | | | | |
| State - Formula Distribution (DFA) | 223 | 91,972 | 0 | 91,972 | 72,413 | | (19,559) | 78.77% | |
| State - Local Grant (DFA) | 223 | 8,176 | 0 | 8,176 | 8,176 | | 0 | 100.00% | |
| State Other | 223 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| Federal Grants | 223 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| Miscellaneous | 223 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| TOTAL Revenues | | 100,148 | 0 | 100,148 | 80,624 | | (19,524) | 80.50% | |
| EXPENDITURES | 223 | 91,972 | 0 | 91,972 | 79,456 | 0 | 12,516 | 86.37% | |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 223 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| Transfers (Out) | 223 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a | |
| Excess (deficiency) of revenues over expenditures | 223 | | | | 1,168 | | | | |
| CLERK RECORDING AND MAPPING REVENUES | 225 | | | | | | | | |
| Clerk Equipment Fees | 225 | 13,000 | 0 | 13,000 | 8,350 | | (4,650) | 64.23% | |
| Miscellaneous | 225 | 1,000 | 0 | 1,000 | 263 | | (737) | 26.30% | |
| TOTAL Revenues | | 14,000 | 0 | 14,000 | 8,613 | | (5,387) | 61.52% | |
| EXPENDITURES | 225 | 56,000 | 0 | 56,000 | 36,773 | 0 | 19,227 | 65.67% | |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 225 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| Transfers (Out) | 225 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| TOTAL - OTHER FINANCING SOURCES | | 0 | 0 | 0 | 0 | | 0 | n/a | |
| Excess (deficiency) of revenues over expenditures | 225 | | | | (28,160) | | | | |
| JAIL DEFENSE REVENUES | 226 | | | | | | | | |
| GRT - County Correctional Dedication | 226 | 150,000 | 0 | 150,000 | 112,950 | | (37,050) | 75.30% | |
| Care of Prisoners | 226 | 260,000 | 0 | 260,000 | 88,411 | | (171,589) | 34.00% | |
| Work Release | 226 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| State - Care of Prisoners | 226 | 7,000 | 0 | 7,000 | 3,553 | | (3,447) | 50.76% | |
| Federal - Care of Prisoners | 226 | 7,600 | 0 | 7,600 | 3,161 | | (4,439) | 41.63% | |
| Miscellaneous | 226 | 359,900 | 0 | 359,900 | 210,273 | | (149,627) | 58.43% | |
| TOTAL Revenues | | 814,500 | 0 | 814,500 | 448,181 | | (366,319) | 55.03% | |
| EXPENDITURES | 226 | 1,275,145 | 0 | 1,275,145 | 926,276 | 0 | 348,869 | 72.47% | |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | 226 | 460,597 | 0 | 460,597 | 460,597 | | 0 | 100.00% | |
| Transfers (Out) | 226 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| TOTAL - OTHER FINANCING SOURCES | | 460,597 | 0 | 460,597 | 460,597 | | 0 | 100.00% | |
| Excess (deficiency) of revenues over expenditures | 226 | | | | (478,095) | | | | |
| OTHER - SPECIAL REVENUES | 299 | | | | | | | | |
| EXPENDITURES | 299 | 0 | 0 | 0 | 0 | 0 | 0 | n/a | |
| TOTAL - OTHER FINANCING SOURCES | 299 | 0 | 0 | 0 | 0 | | 0 | n/a | |
| Excess (deficiency) of revenues over expenditures | 299 | | | | 0 | | | | |

ROAD FUND - COUNTY

| COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES | BUDGETED AMOUNTS | | | ACTUALS Y-T-D | ENCUMBRANCES Y-T-D | Variance With Adjusted Budget Positive (Negative) | | | |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|---|---------------|----|---|
| | Approved Budget | Budget Adjustments | Adjusted Budget | | | | | \$ | % |
| | | | | | | | | | |
| REVENUES | | | | | | | | | |
| Taxes: | | | | | | | | | |
| Gross receipts - County | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | | |
| Gross Receipts - Infrastructure | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | | |
| Gross Receipts - Other Dedication | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | | |
| Intergovernmental-State Shared: | | | | | | | | | |
| Gas Tax | \$224,000 | \$0 | \$224,000 | \$150,391 | | (\$73,609) | 67.14% | | |
| Motor Vehicle Registration | \$300,000 | \$0 | \$300,000 | \$218,923 | | (\$81,077) | 72.97% | | |
| Grants - Federal | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | | |
| Grants - State | \$412,457 | \$0 | \$412,457 | \$196,277 | | (\$216,180) | 47.59% | | |
| Grants - Local | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | | |
| Federal - Bankhead Jones | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | | |
| Federal - Forest Reserve | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | | |
| Legislative Appropriations | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | | |
| Interest Income | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | | |
| Investment Income | \$2,000 | \$0 | \$2,000 | \$1,470 | | (\$530) | 73.50% | | |
| Miscellaneous | \$6,000 | \$0 | \$6,000 | \$823 | | (\$5,177) | 13.72% | | |
| TOTAL ROAD FUND REVENUES | \$944,457 | \$0 | \$944,457 | \$567,884 | | (\$376,573) | 60.13% | | |
| EXPENDITURES | | | | | | | | | |
| Current: | | | | | | | | | |
| General Government | \$1,152,057 | \$0 | \$1,152,057 | \$824,013 | \$5,240 | \$322,804 | 71.53% | | |
| Public Works | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | | |
| Capital Outlay | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | | |
| Debt Service: | | | | | | | | | |
| Principal | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | | |
| Interest | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | | |
| TOTAL ROAD FUND EXPENDITURES | \$1,152,057 | \$0 | \$1,152,057 | \$824,013 | \$5,240 | \$322,804 | 71.53% | | |
| OTHER FINANCING SOURCES | | | | | | | | | |
| Transfers In | \$207,833 | \$0 | \$207,833 | \$0 | | (\$207,833) | 0.00% | | |
| Transfers (Out) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | | |
| TOTAL - OTHER FINANCING SOURCES | \$207,833 | \$0 | \$207,833 | \$0 | | (\$207,833) | 0.00% | | |
| Excess (deficiency) of revenues over expenditures | | | | (\$256,129) | | | | | |

CAPITAL PROJECTS

| COMPARATIVE STATEMENT OF REVENUES AND EXPENDITURES | BUDGETED AMOUNTS | | | ACTUALS Y-T-D | ENCUMBRANCES Y-T-D | Variance With Adjusted Budget Positive (Negative) | | |
|--|--------------------|--------------------|--------------------|--------------------|--------------------|---|---------------|--|
| | Approved Budget | Budget Adjustments | Adjusted Budget | | | \$ | % | |
| REVENUES | | | | | | | | |
| GRT- Dedication | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | |
| GRT- Infrastructure | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | |
| Bond Proceeds | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | |
| State Grants | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | |
| CDBG funding | \$350,000 | \$0 | \$350,000 | \$0 | | (\$350,000) | 0.00% | |
| State Grants | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | |
| Federal Grants (other) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | |
| Legislative Appropriations | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | |
| Investment Income | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | |
| Miscellaneous | \$13,000 | \$31,000 | \$44,000 | \$32,650 | | (\$11,350) | 74.20% | |
| TOTAL CAPITAL PROJECTS REVENUES | \$363,000 | \$31,000 | \$394,000 | \$32,650 | | (\$361,350) | 8.29% | |
| EXPENDITURES | | | | | | | | |
| Parks/Recreation | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | |
| Housing | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | |
| Equipment & Buildings | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | |
| Facilities | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | |
| Transit | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | |
| Utilities | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | |
| Airports | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | |
| Infrastructure | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | |
| Debt Service Payments (P&I)-GO Bonds | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | |
| Debt Service Payments (P&I)-Rev. Bonds | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | n/a | |
| Other | \$1,297,000 | \$151,000 | \$1,448,000 | \$442,561 | \$0 | \$1,005,439 | 30.56% | |
| TOTAL CAPITAL PROJECTS EXPENDITURES | \$1,297,000 | \$151,000 | \$1,448,000 | \$442,561 | \$0 | \$1,005,439 | 30.56% | |
| OTHER FINANCING SOURCES | | | | | | | | |
| Transfers In | \$55,000 | \$0 | \$55,000 | \$50,000 | | (\$5,000) | 90.91% | |
| Transfers (Out) | \$0 | \$0 | \$0 | \$0 | | \$0 | n/a | |
| TOTAL - OTHER FINANCING SOURCES | \$55,000 | \$0 | \$55,000 | \$50,000 | | (\$5,000) | 90.91% | |
| Excess (deficiency) of revenues over expenditures | | | | (\$359,911) | | | | |

QUAY COUNTY
FISCAL YEAR: 2013-14
REPORT PERIOD: 3/14

| FUND NUMBER AND TITLE | BEGINNING CASH | | | EXPENDITURES | CHANGE IN BALANCE SHEET | ENDING CASH BALANCE |
|------------------------------------|---------------------|---------------------|----------------|---------------------|----------------------------|------------------------|
| | BALANCE | REVENUES | TRANSFERS | | | |
| 401 GENERAL FUND | 1,081,340.14 | 2,195,335.86 | (450,050.00) | 1,382,169.63 | (54,418.66) | 1,390,037.71 |
| 402 ROAD FUND | 451,172.00 | 567,883.11 | .00 | 824,013.37 | .00 | 195,041.74 |
| 403 FARM & RANGE FUND | 53.18 | .00 | .00 | .00 | .00 | 53.18 |
| 406 COUNTY INDIGENT HOSPITAL FUND | 34,705.85 | 214,993.87 | .00 | 157,534.44 | .00 | 92,165.28 |
| 407 FIRE DISTRICT NO 1 FUND | 58,084.87 | 67,047.66 | .00 | 73,147.85 | .00 | 51,984.68 |
| 408 FIRE DISTRICT NO 2 FUND | 9,987.05 | 66,240.11 | .00 | 29,980.46 | .00 | 46,246.70 |
| 409 FIRE DISTRICT NO 3 FUND | 60,602.62 | 66,501.18 | .00 | 39,826.53 | .00 | 87,277.27 |
| 410 NARA VISA FIRE FUND | 41,514.55 | 47,743.94 | .00 | 24,368.73 | .00 | 64,889.76 |
| 411 FORREST FIRE FUND | 40,810.02 | 64,125.10 | .00 | 50,995.54 | .00 | 53,939.58 |
| 412 JORDAN FIRE FUND | 99,510.58 | 109,149.89 | .00 | 59,418.95 | .00 | 149,241.52 |
| 413 BARD ENDEE FIRE FUND | 3,171.14 | 249,943.19 | .00 | 99,489.04 | .00 | 153,625.29 |
| 414 EMERGENCY MEDICAL SERVS FUND | 16,231.70 | 13,751.40 | .00 | 12,461.08 | .00 | 17,522.02 |
| 415 QUAY FIRE DIST FUND | 122,824.45 | 64,429.52 | .00 | 33,741.55 | .00 | 153,512.42 |
| 416 FORRESTRY FIRE FUNDS | 80,246.18 | 3,991.74 | .00 | 4,608.74 | .00 | 79,629.18 |
| 418 PORTER FIRE DEPT. | 70,317.83 | 47,912.55 | .00 | 17,974.66 | .00 | 100,255.72 |
| 420 QUAY COUNTY FIRE MARSHALL | 16,256.62 | 63,718.31 | (15,547.00) | 35,855.33 | .00 | 28,572.60 |
| 421 DETENTION CENTER | 20,571.92 | 417,902.70 | 395,740.00 | 764,056.55 | .00 | 70,158.07 |
| 499 REAPPRAISAL FUND | 71,449.29 | 39,117.11 | .00 | 31,090.52 | .00 | 79,475.88 |
| 501 HOSPITAL FUND | 466,875.29 | 1,541,822.86 | (45,000.00) | 633,801.05 | .00 | 1,328,897.10 |
| 503 RURAL ADDRESSING FUND | 53,206.67 | 994.96 | .00 | 1,386.09 | .00 | 52,815.54 |
| 516 ASAP - OTHER CHARGES | 5,715.57 | 3,928.84 | .00 | 5,347.10 | .00 | 4,297.31 |
| 520 TUC. DOMESTIC VIOLENCE PROGRAM | 9,711.72 | 2,835.55 | .00 | 1,950.56 | .00 | 10,596.71 |
| 601 SEIZURE FUND | 7,008.96 | 45.09 | .00 | .00 | .00 | 7,054.05 |
| 602 CONFISCATED/SEIZURE FUND | 102.80 | .02 | .00 | .00 | .00 | 102.82 |
| 603 DRUG ENFORCEMENT FUND | 33,507.73 | 215.52 | .00 | .00 | .00 | 33,723.25 |
| 607 LAW ENFORCEMENT PROTECTION FND | .00 | 23,600.00 | .00 | 23,600.00 | .00 | .00 |
| 608 LAW ENFORCEMENT-JAG GRANT | 4,873.03 | 26.80 | .00 | 2,379.00 | .00 | 2,520.83 |
| 610 JUVENILE DET OFFICER FUND | 91,262.50 | 30,278.30 | 64,857.00 | 162,219.52 | .00 | 24,178.28 |
| 613 PRIMARY CARE CLINIC | 90,710.67 | 115,043.26 | .00 | 98,479.22 | .00 | 107,274.71 |
| 621 CLERK'S EQUIP REC FUND | 52,463.20 | 8,613.29 | .00 | 36,773.42 | .00 | 24,303.07 |
| 622 DWI DISTRIBUTION | .00 | 72,447.63 | .00 | 79,436.06 | .00 | (6,988.43) |
| 623 ENVIRONMENTAL GROSS REC FUND | 136,797.84 | 31,230.32 | .00 | 100,000.00 | .00 | 68,028.16 |
| 624 DWI GRANT FUND | (8,176.16) | 8,176.16 | .00 | .00 | .00 | .00 |
| 626 UNDERAGE DRINKING PREVENTION | (1,966.03) | 2,478.42 | .00 | 512.39 | .00 | .00 |
| 628 MISDEMEANOR COURT COMPLIANCE | 24,306.69 | 11,385.39 | .00 | 10,805.59 | .00 | 24,886.49 |
| 631 DWI PROBATION FEES | 21,901.52 | 9,870.47 | .00 | 12,536.71 | .00 | 19,235.28 |
| 632 DWI SCREENING FEES | 2,081.18 | 1,768.08 | .00 | 405.00 | .00 | 3,444.26 |
| 633 DWI TREATMENT FEES | 3,900.27 | 25.11 | .00 | .00 | .00 | 3,925.38 |
| 634 DWI UA FEES | 1,401.72 | 1,830.05 | .00 | 21.00 | .00 | 3,210.77 |
| 639 WILDLIFE SERVICES | 13.69 | 1,000.00 | .00 | 238.50 | .00 | 775.19 |
| 649 COUNTY IMPROVEMENTS | 2,245,274.69 | 31,457.50 | .00 | 77,024.21 | .00 | 2,199,707.98 |
| 650 ROAD EQUIPMENT FUND | 619,617.44 | 1,022.57 | .00 | 320,355.44 | .00 | 300,284.57 |
| 655 CDBG - QUAY COUNTY | 34,923.28 | 170.38 | 50,000.00 | 45,180.98 | .00 | 39,912.68 |
| GRAND TOTAL | 6,173,364.26 | 6,200,053.81 | .00 | 5,253,184.81 | (54,418.66) | 7,085,814.60 |

Distribution Fund Financial Status Report

Local DWI Grant Fund

Financial Status Report No.: 3

I. A. Program Name: Quay County
B. Address: P.O. Box 1246
 Tucuman, N.M. 88401
C. Telephone No.: (575) 461-2112
D. Grant No.: 14-D-J-D-21

II. Distribution Computation:
 A. September: 24,089.09
 B. December: 22,492.25
 C. March: 25,866.29
 D. June: 0.00
 E. Total Year To Date: 72,447.63

III. Distribution Balance Computation:
 A. Current Yr. Distribution Year To Date: \$72,447.63
 B. Current Yr. Expenditures To Date: \$79,436.06
 C. Current Expenditures This Period: \$20,336.36
 D. Distribution Balance: (\$6,988.43)
 IV. Report Period Ending: 31-Mar-14

| Budget Categories | Approved Budget | | | Expenditures Year to Date | | | Expenditures This Request | | |
|---------------------------|--------------------|------------------|-------------------|---------------------------|------------------|------------------|---------------------------|-----------------|--------------------|
| | Distribution Funds | In/Kind Match | Total Budget | Distribution Funds | In/Kind Match | Total Budget | Distribution Funds | In/Kind Match | Total Expenditures |
| ADMINISTRATIVE* | | | | | | | | | |
| Personnel Services | 2,800.00 | 0.00 | 2,800.00 | 1,983.90 | 0.00 | 1,983.90 | | 661.30 | 661.30 |
| Employee Benefits | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| Travel (In-State) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| Contractual Services | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| Operating Expenses | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | 0.00 | 0.00 |
| PROGRAM | | | | | | | | | |
| Personnel Services | 66,432.00 | 2,000.00 | 68,432.00 | 57,988.35 | 1,250.00 | 59,238.35 | 15,568.04 | 350.00 | 15,918.04 |
| Employee Benefits | 16,746.00 | 0.00 | 16,746.00 | 14,731.85 | 0.00 | 14,731.85 | 3,332.11 | | 3,332.11 |
| Travel (In-State) | 2,000.00 | 0.00 | 2,000.00 | 1,584.96 | 0.00 | 1,584.96 | 480.92 | | 480.92 |
| Travel (Out-of-State) | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 0.00 |
| Supplies | 1,000.00 | 0.00 | 1,000.00 | 568.18 | 21.00 | 589.18 | 329.13 | | 329.13 |
| Operating Costs | 5,794.00 | 9,093.00 | 14,887.00 | 4,562.72 | 9,851.71 | 14,414.43 | 626.16 | 3,104.59 | 3,730.75 |
| Contractual Services | 0.00 | 11,600.00 | 11,600.00 | 0.00 | 3,090.00 | 3,090.00 | | 900.00 | 900.00 |
| Minor Equipment | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 0.00 |
| Capital Outlay* | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | 0.00 |
| TOTAL EXPENDITURES | 91,972.00 | 25,493.00 | 117,465.00 | 79,436.06 | 16,196.61 | 95,632.67 | 20,336.36 | 5,015.89 | 25,352.25 |

IV. 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.

Grantee Fiscal Officer: Maureen O'Connell Date: 4-22-14
 Tax ID No.: 85-6000238
 Grantee Representative: [Signature] Date: 4/22/14

LOCAL DWI GRANT FUND

Distribution Fund Financial Status Report

Breakdown By Program Component Expenditures F(1)

Program: Way County
 Project No 14-D-J-D-21
 Report No. 3

Total Distribution Funds Reported This Period 20,336.36
 Total Matching Expenditures Reported This Period 5,015.89
 Total Expenditures Reported This Period 25,352.25

Distribution Expenditures:

| | Budget |
|--------------------------------|------------------|
| Prevention | 38,818.00 |
| Enforcement | 0.00 |
| Screening | 0.00 |
| Domestic Violence | 0.00 |
| Treatment:Outpatient/Jailbased | 0.00 |
| Compliance Monitoring/Tracking | 37,375.00 |
| Coor, Plan & Eval | 15,779.00 |
| Alternative Sentencing | 0.00 |
| Totals: | 91,972.00 |

| | This Request | YTD |
|----------------|------------------|------------------|
| | 6,770.10 | 38,818.00 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | 10,323.20 | 37,375.00 |
| | 3,243.06 | 3,243.06 |
| | | 0.00 |
| Totals: | 20,336.36 | 79,436.06 |

In-Kind/Match Expenditures:

| | Budget |
|--------------------------------|------------------|
| Prevention | 0.00 |
| Enforcement | 0.00 |
| Screening | 0.00 |
| Domestic Violence | 0.00 |
| Treatment:Outpatient/Jailbased | 0.00 |
| Compliance Monitoring/Tracking | 25,493.00 |
| Coor, Plan & Eval | 0.00 |
| Alternative Sentencing | 0.00 |
| Totals: | 25,493.00 |

| | This Request | YTD |
|----------------|-----------------|------------------|
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | | 0.00 |
| | 5,015.89 | 16,196.61 |
| | | 0.00 |
| | | 0.00 |
| Totals: | 5,015.89 | 16,196.61 |

Total Expenditures This Reimbursement: 25,352.25
 Total Expenditures Year to Date: 95,632.67

Checks: 25,352.25
 95,632.67

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.

[Signature]
 Name

County Manager
 Title

4/22/14
 Date

Exhibit G
Detailed Breakdown By Budget Category
LOCAL DWI GRANT PROGRAM

Grantee: Quay County
 Project No.: 14-D-J-D-21
 Request No.: 3

Total Grant Funds Requested This Request: 20,336.36
 Total Matching Funds Reported This Request: 5,015.89
 Total Expenditures Reported This Request: 25,352.25

Grant or Distribution Expenditures:

ADMINISTRATIVE

Administrative expenses are not allowed.

PROGRAM

Personnel Services

| <u>Pay Period</u> | <u>Name</u> | <u>Job title</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|---------------------------|----------------|------------------|---------------------|-----------------------------|--------------------|
| January | Susan Lease | Preventionist | Direct Deposit | <u>5,366.41</u> | |
| Jan, Feb, Mar | Bryan Rinstine | DWI Coordinator | Direct Deposit | <u>10,201.63</u> | |
| | | | | <u> </u> | |
| Total Personnel Services: | | | | <u>15,568.04</u> | |

Employee Benefits

| <u>Pay Period</u> | <u>Name</u> | <u>Job title</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|--------------------------|----------------|------------------|---------------------|-----------------------------|--------------------|
| January | Susan Lease | Preventionist | Direct Deposit | <u>1,591.20</u> | |
| Jan, Feb, Mar | Bryan Rinstine | DWI Coordinator | Direct Deposit | <u>1,740.91</u> | |
| | | | | <u> </u> | |
| Total Employee Benefits: | | | | <u>3,332.11</u> | |

Travel (In-State)

| <u>Date of Travel/Location</u> | <u>Purpose of Travel</u> | <u>Check Date</u> | <u>Name</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|--------------------------------|--------------------------|-------------------|----------------|-----------------------------|---------------|--------------------|
| Jan | Mileage | | Bryan Rinstine | | <u>178.26</u> | |
| Mar | Mileage | | Susan Lease | | <u>167.66</u> | |
| Jan | Per Diem | | Bryan Rinstine | | <u>135.00</u> | |
| | | | | <u> </u> | | |
| Total Travel (In-State): | | | | | <u>480.92</u> | |

Travel (Out-of-State)

| <u>Date of Travel/Location</u> | <u>Purpose of Travel</u> | <u>Check Date</u> | <u>Name</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|--------------------------------|--------------------------|-------------------|-------------|-----------------------------|-----------------------------|--------------------|
| | | | | | <u> </u> | |
| | | | | | <u> </u> | |
| | | | | | <u> </u> | |
| | | | | <u> </u> | | |
| Total Travel (Out-of-State): | | | | | <u>0.00</u> | |

Supplies (*Please list Prevention Giveaways/Promotional Items separately below)

| <u>Date of Order</u> | <u>Check Date</u> | <u>Vendor/Item</u> | <u>Description</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|----------------------|-------------------|--------------------|--------------------|-----------------------------|---------------|--------------------|
| Jan, Feb, Mar | | Xerox Corp | | 63297, 64753, 64761 | <u>319.18</u> | |
| Feb | | Shipley Systems | | 64755 | <u>9.95</u> | |
| | | | | <u> </u> | | |
| | | | | <u> </u> | | |
| Total Supplies: | | | | | <u>329.13</u> | |

*Prevention Giveaways/Promotional Items

Operating Costs

| <u>Period Covered</u> | <u>Check Date</u> | <u>Vendor/Item</u> | <u>Description</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|-----------------------|-------------------|--------------------|--------------------|---------------------|---------------|--------------------|
| Jan, Feb, Mar | | MailFinance | Postage | 64882 | <u>109.93</u> | |
| Jan, Feb, Mar | | Xcel Energy | Electricity | | <u>187.57</u> | |

Jan, Feb, Mar
Jan, Feb, Mar

NM Gas Gas
City of Tucumcari Water, Sewer, Trash

153.00
175.66

Total Operating Costs: 626.16

Contractual Services

| <u>Period Covered</u> | <u>Check Date</u> | <u>Vendor</u> | <u>Description</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|-----------------------------|-------------------|---------------|--------------------|---------------------|---------------|--------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Contractual Services: | | | | | 0.00 | |

Minor Equipment

| <u>Date of Order</u> | <u>Check Date</u> | <u>Vendor/Item</u> | <u>Description</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|------------------------|-------------------|--------------------|--------------------|---------------------|---------------|--------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Minor Equipment: | | | | | 0.00 | |

Capital Outlay

| <u>Date of Order</u> | <u>Check Date</u> | <u>Vendor/Item</u> | <u>Description</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|-----------------------|-------------------|--------------------|--------------------|---------------------|---------------|--------------------|
| | | | | | | |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Capital Outlay: | | | | | 0.00 | |

Total Grant Fund Reimbursement Request: 20,336.36

Check: 20336.36

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 or on file for review. 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.

Paul D. Rance
Name

County Manager
Title

4/22/14
Date

Exhibit G

Detailed Breakdown By Budget Category LOCAL DWI GRANT PROGRAM

Grantee: Quay County
 Project No.: 14-D-J-D-21
 Request No.: 3

Total Grant Funds Requested This Request: 20,336.36
 Total Matching Funds Reported This Request: 5,015.89
 Total Expenditures Reported This Request: 25,352.25

In-Kind/Match Expenditures:

ADMINISTRATIVE expenses are allowed for in-Kind Match only.

Personnel Services

| <u>Pay Period</u> | <u>Name</u> | <u>Job Title</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|---------------------------|-------------|------------------|---------------------|---------------|--------------------|
| Jan, Feb, Mar | Richard | Reporting | | 453.10 | |
| Jan, Feb, Mar | Cheryl | Bookkeeping | | 93.75 | |
| Jan, Feb, Mar | Julie | Bookkeeping | | 114.45 | |
| Total Personnel Services: | | | | 661.30 | |

Employee Benefits

| <u>Pay Period</u> | <u>Name</u> | <u>Job Title</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|--------------------------|-------------|------------------|---------------------|---------------|--------------------|
| | | | | | |
| | | | | | |
| Total Employee Benefits: | | | | 0.00 | |

Travel

| <u>Date of Travel/Location</u> | <u>Purpose of Travel</u> | <u>Check Date</u> | <u>Name</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|--------------------------------|--------------------------|-------------------|-------------|---------------------|---------------|--------------------|
| | | | | | | |
| | | | | | | |
| Total Travel: | | | | | 0.00 | |

Contractual Services

| <u>Period Covered</u> | <u>Check Date</u> | <u>Vendor</u> | <u>Description</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|-----------------------------|-------------------|---------------|--------------------|---------------------|---------------|--------------------|
| | | | | | | |
| | | | | | | |
| Total Contractual Services: | | | | | 0.00 | |

Operating Costs

| <u>Period Covered</u> | <u>Check Date</u> | <u>Vendor/Item</u> | <u>Description</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|------------------------|-------------------|--------------------|--------------------|---------------------|---------------|--------------------|
| | | | | | | |
| | | | | | | |
| Total Operating Costs: | | | | | 0.00 | |

PROGRAM

Personnel Services

| <u>Pay Period</u> | <u>Name</u> | <u>Job Title</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|---------------------------|-------------|------------------|---------------------|---------------|--------------------|
| January | DWI Council | 4 | | 100.00 | |
| February | DWI Council | 4 | | 100.00 | |
| March | DWI Council | 6 | | 150.00 | |
| Total Personnel Services: | | | | 350.00 | |

Employee Benefits

| <u>Pay Period</u> | <u>Name</u> | <u>Job Title</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|--------------------------|-------------|------------------|---------------------|---------------|--------------------|
| | | | | | |
| | | | | | |
| Total Employee Benefits: | | | | 0.00 | |

Travel (In-State)

| <u>Date of Travel/Location</u> | <u>Purpose of Travel</u> | <u>Check Date</u> | <u>Name</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|--------------------------------|--------------------------|-------------------|-------------|---------------------|---------------|--------------------|
| | | | | | | |

Total Travel (In-State): 0.00

Travel (Out-of-State)

| <u>Date of Travel/Location</u> | <u>Purpose of Travel</u> | <u>Check Date</u> | <u>Name</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|--------------------------------|--------------------------|-------------------|-------------|---------------------|---------------|--------------------|
|--------------------------------|--------------------------|-------------------|-------------|---------------------|---------------|--------------------|

Total Travel (Out-of-State): 0.00

Supplies

| <u>Date of Order</u> | <u>Check Date</u> | <u>Vendor/Item</u> | <u>Description</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|----------------------|-------------------|--------------------|--------------------|---------------------|---------------|--------------------|
|----------------------|-------------------|--------------------|--------------------|---------------------|---------------|--------------------|

Total Supplies: 0.00

Operating Costs

| <u>Period Covered</u> | <u>Check Date</u> | <u>Vendor/Item</u> | <u>Description</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|-----------------------|-------------------|--------------------|---------------------|---------------------|---------------|--------------------|
| January | Screening Fees | ADE Incorporated | Contractual Serv | 63296 | 15.00 | |
| Jan, Feb, Mar | Probation Fees | Quay County | Rent | 63295, 64754, 64758 | 1,500.00 | |
| Jan, Feb, Mar | Probation Fees | Plateau | Cell Phone/Internet | 3599 | 1,589.59 | |

Total Operating Costs: 3,104.59

Contractual Services

| <u>Period Covered</u> | <u>Check Date</u> | <u>Vendor</u> | <u>Description</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|-----------------------|-------------------|--------------------|--------------------|---------------------|---------------|--------------------|
| Jan, Feb, Mar | Probation Fees | San Jon Billboards | Public Service Ads | 63294, 64751, 64761 | 900.00 | |

Total Contractual Services: 900.00

Minor Equipment

| <u>Date of Order</u> | <u>Check Date</u> | <u>Vendor/Item</u> | <u>Description</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|----------------------|-------------------|--------------------|--------------------|---------------------|---------------|--------------------|
|----------------------|-------------------|--------------------|--------------------|---------------------|---------------|--------------------|

Total Minor Equipment: 0.00

Capital Outlay

| <u>Date of Order</u> | <u>Check Date</u> | <u>Vendor/Item</u> | <u>Description</u> | <u>Check Number</u> | <u>Amount</u> | <u>Explanation</u> |
|----------------------|-------------------|--------------------|--------------------|---------------------|---------------|--------------------|
|----------------------|-------------------|--------------------|--------------------|---------------------|---------------|--------------------|

Total Capital Outlay: 0.00

Total In-Kind/ Matching Reimbursement Request: 5,015.89

Check: 5015.89

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 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

Paul D. Ruse
Name

County Manager
Title

4/22/14
Date

EXHIBIT E
Fees Collected Summary

| | |
|-----------------|---------------------|
| Grantee: | Quay County |
| Address: | P. O. Box 1246 |
| | Tucumcari, NM 88401 |

| Component | FY14 Beginning Balance (From FY13 Ending Balance) | Q1 | | |
|-------------------------------------|---|------------------------------------|--|---------------------------|
| | | Dollar Amt Collected in Fees | Dollar Amt of Fees Spent for DWI | Quarter Ending Balance |
| Prevention | | | | \$ - |
| Enforcement | | | | \$ - |
| Screening | \$ 2,081.18 | \$ 735.06 | | \$ 2,816.24 |
| Domestic Violence | | | | \$ - |
| Treatment | \$ 3,900.27 | \$ 8.03 | | \$ 3,908.30 |
| Compliance Monitoring/Tracking | \$ 21,901.52 | \$ 3,048.38 | \$ 4,176.41 | \$ 20,773.49 |
| Coordination, Planning & Evaluation | \$ 1,401.72 | \$ 519.30 | \$ 21.00 | \$ 1,900.02 |
| Alternative Sentencing | | | | \$ - |
| Totals | \$ 29,284.69 | \$ 4,310.77 | \$ 4,197.41 | \$ 29,398.05 |

| Component | Q1 Ending Balance | Q2 | | |
|-------------------------------------|----------------------|------------------------------------|--|---------------------------|
| | | Dollar Amt Collected in Fees | Dollar Amt of Fees Spent for DWI | Quarter Ending Balance |
| Prevention | \$ - | | | \$ - |
| Enforcement | \$ - | | | \$ - |
| Screening | \$ 2,816.24 | \$ 325.52 | \$ 390.00 | \$ 2,751.76 |
| Domestic Violence | \$ - | | | \$ - |
| Treatment | \$ 3,908.30 | \$ 7.71 | | \$ 3,916.01 |
| Compliance Monitoring/Tracking | \$ 20,773.49 | \$ 2,739.74 | \$ 4,370.71 | \$ 19,142.52 |
| Coordination, Planning & Evaluation | \$ 1,900.02 | \$ 524.21 | | \$ 2,424.23 |
| Alternative Sentencing | \$ - | | | \$ - |
| Totals | \$ 29,398.05 | \$ 3,597.18 | \$ 4,760.71 | \$ 28,234.52 |

| Component | Q2 Ending Balance | Q3 | | |
|-------------------------------------|----------------------|------------------------------------|--|---------------------------|
| | | Dollar Amt Collected in Fees | Dollar Amt of Fees Spent for DWI | Quarter Ending Balance |
| Prevention | \$ - | | | \$ - |
| Enforcement | \$ - | | | \$ - |
| Screening | \$ 2,751.76 | \$ 707.50 | \$ 15.00 | \$ 3,444.26 |
| Domestic Violence | \$ - | | | \$ - |
| Treatment | \$ 3,916.01 | \$ 9.37 | | \$ 3,925.38 |
| Compliance Monitoring/Tracking | \$ 19,142.52 | \$ 4,082.35 | \$ 3,989.59 | \$ 19,235.28 |
| Coordination, Planning & Evaluation | \$ 2,424.23 | \$ 786.54 | \$ - | \$ 3,210.77 |
| Alternative Sentencing | \$ - | | | \$ - |
| Totals | \$ 28,234.52 | \$ 5,585.76 | \$ 4,004.59 | \$ 29,815.69 |

| Q4 | | | | |
|----|--|--|--|--|
|----|--|--|--|--|

| Component | Q3 Ending Balance | Dollar Amt Collected in Fees | Dollar Amt of Fees Spent for DWI | Quarter Ending Balance |
|-------------------------------------|---------------------|------------------------------|----------------------------------|------------------------|
| Prevention | \$ - | | | \$ - |
| Enforcement | \$ - | | | \$ - |
| Screening | \$ 3,444.26 | | | \$ 3,444.26 |
| Domestic Violence | \$ - | | | \$ - |
| Treatment | \$ 3,925.38 | | | \$ 3,925.38 |
| Compliance Monitoring/Tracking | \$ 19,235.28 | | | \$ 19,235.28 |
| Coordination, Planning & Evaluation | \$ 3,210.77 | | | \$ 3,210.77 |
| Alternative Sentencing | \$ - | | | \$ - |
| Totals | \$ 29,815.69 | \$ - | \$ - | \$ 29,815.69 |

| Component | FY14 Beginning Balance (From FY13 Ending Balance) | Total Fee Summary and In-Kind | | |
|-------------------------------------|---|-------------------------------|----------------------------------|--------------------------------|
| | | Dollar Amt Collected in Fees | Dollar Amt of Fees Spent for DWI | Fiscal Year Fee Ending Balance |
| Prevention | \$ - | \$ - | \$ - | \$ - |
| Enforcement | \$ - | \$ - | \$ - | \$ - |
| Screening | \$ 2,081.18 | \$ 1,768.08 | \$ 405.00 | \$ 3,444.26 |
| Domestic Violence | \$ - | \$ - | \$ - | \$ - |
| Treatment | \$ 3,900.27 | \$ 25.11 | \$ - | \$ 3,925.38 |
| Compliance Monitoring/Tracking | \$ 21,901.52 | \$ 9,870.47 | \$ 12,536.71 | \$ 19,235.28 |
| Coordination, Planning & Evaluation | \$ 1,401.72 | \$ 1,830.05 | \$ 21.00 | \$ 3,210.77 |
| Alternative Sentencing | \$ - | \$ - | \$ - | \$ - |
| Totals | \$ 29,284.69 | \$ 13,493.71 | \$ 12,962.71 | \$ 29,815.69 |

CERTIFICATION: Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct, all fees collected are reported here and fees are properly deposited within 24 hours of receipt into the Local DWI Grant and Distribution Program fund. All backup documentation for this report is attached here or on file for review. I certify adequate internal fiscal controls are in place to provide proper fiscal reporting, oversight of records and management of funds.

Nadine Angel 4-22-14
 Grantee Fiscal Officer Date

Paul W. Rouse
 Grantee Representative