

GRANT COUNTY  
RESOLUTION NO. R-25-60

**A RESOLUTION AMENDING THE APPROVED AND ADOPTED BUDGET FOR THE FISCAL YEAR COMMENCING JULY 1, 2025, AND FOR COUNTY PURPOSES IN THE COUNTY OF GRANT, SILVER CITY, NEW MEXICO, TRANSFERRING AND APPROPRIATING FUNDS THEREOF,**

**WHEREAS**, the Board adopted a budget for the County of Grant for the fiscal period beginning the first day of July 2025; and

**WHEREAS**, unanticipated obligations and revenues have now been revealed, requiring and justifying the budgetary increases, decreases, and transfers as outlined in attachment Exhibit A; and

**WHEREAS**, it has been determined that resources are available and sufficient to provide for the requirement as set forth above in the designated funds, respectively; and

**WHEREAS**, the Manager of the County of Grant has submitted the same to the Board of County Commissioners, and the Board has received said recommended adjustments and found them to be acceptable and in conformance with the needs of the County of Grant's budget for the fiscal year beginning July 1, 2025

**NOW, THEREFORE, BE IT HEREBY RESOLVED** by the Board of County Commissioners of the County of Grant, Silver City, New Mexico;

Section I: The Budget approved by the Board is hereby amended for the fiscal period July 1, 2025, to June 30, 2026, pursuant to the County Manager's aforesaid recommendation.

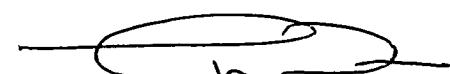
Section II: The Local Government Division of the State Department of Finance and Administration is hereby requested to authorize and approve the budgetary increases, decreases, and transfers enabled by the Resolution.

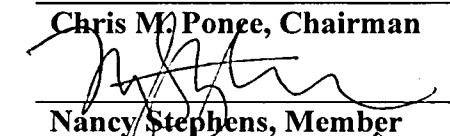
Section III: The Board of County Commissioners, considering the need, safety, and welfare of the County of Grant, has determined and approved the adoption of this Resolution.

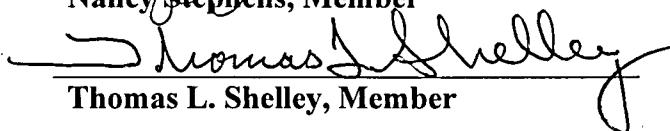
Section IV: This Resolution shall be in full force and effect from and after its passage as provided by law.

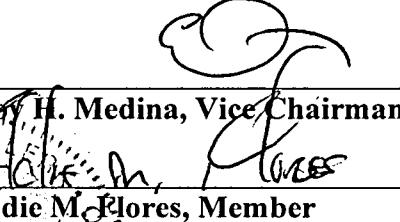
**PASSED, ADOPTED, AND APPROVED** at Grant County, Silver City, New Mexico, this 25th day of September 2025.

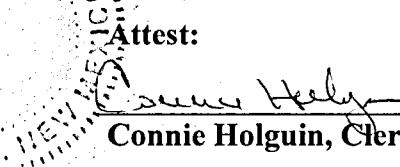
**BOARD OF GRANT COUNTY COMMISSIONERS  
GRANT COUNTY, NEW MEXICO:**

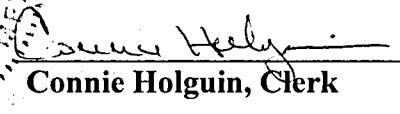
  
Chris M. Ponce, Chairman

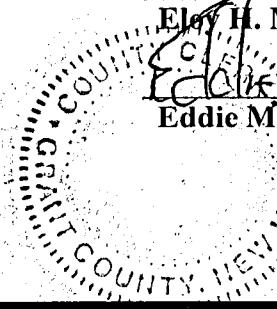
  
Nancy Stephens, Member

  
Thomas L. Shelley, Member

  
Eddie M. Flores, Member

  
Attest:

  
Connie Holguin, Clerk



Fund	Fund Description	Department	GL Account	Line Item Description	Cash Transfers		Budget Increase/Decrease			
					IN	OUT	Revenue:		Expenditures:	
							Increase	Decrease	Increase	Decrease
20600	EMERGENCY MEDICAL SERVICES FUND	FY 26 EMS Funds-GRMC	206-20500-0001-47090-000003	Revenue			\$ 50,264.00			
20600	EMERGENCY MEDICAL SERVICES FUND	FY 26 EMS Funds-GRMC	206-20600-0001-47090-000003	Revenue			\$ 30,993.00			
20600	EMERGENCY MEDICAL SERVICES FUND	FY 26 EMS Funds-GRMC	206-20600-0001-47090-000003	Revenue			\$ 104,160.00			
20600	EMERGENCY MEDICAL SERVICES FUND	FY 26 EMS Funds- GRMC-2 Life Pack35	206-20600-3003-58080-000000	Expense					\$ 50,264.00	
20600	EMERGENCY MEDICAL SERVICES FUND	FY26 EMS Funds - GRMC-2 Power Pro Stretchers	206-20500-3001-58080-000000	Expense					\$ 30,993.00	
20600	EMERGENCY MEDICAL SERVICES FUND	FY26 EMS Funds -GRMC-Type II 2WD Gasoline Ambulance	206-20600-3003-58080-000000	Expense					\$ 104,160.00	
10000	EMERGENCY MEDICAL SERVICES				\$ -	\$ -	\$ 185,417.00	\$ -	\$ 185,417.00	\$ -
29900	FOREST SERVICE COOPERATIVE LAW ENFORCEMENT AOP	Forest Service Cooperative Law Enforcement CY25 Agreement	448-29900-0001-47699-000000	Revenue			\$ 7,340.29			
29900	FOREST SERVICE COOPERATIVE LAW ENFORCEMENT AOP	Forest Service Cooperative Law Enforcement CY25 Agreement	448-29900-2002-51050-000000	Expense					\$ 7,340.29	
29900	FOREST SERVICE COOPERATIVE LAW ENFORCEMENT AOP				\$ -	\$ -	\$ 7,340.29	\$ -	\$ 7,340.29	\$ -
11000	GENERAL FUND	Local Commitment for Senior Services	100-11000-1001-55999-000004	Expense					\$ 25,000.00	
11000	GENERAL FUND			TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ -
29900	DARE PROGRAM	Transfer In-Cost Share	603-29900-0001-61100-000000	Revenue	\$ 12,500.00		\$ 12,500.00			
29900	DARE PROGRAM	Transfer Out-Cost Share	100-11000-0001-61200-000000	Expense		\$ (12,500.00)			\$ 12,500.00	
29900	DARE PROGRAM	FY26 DARE Funding	603-29900-2002-37999-000000	Expense					\$ 12,500.00	
29900	DARE PROGRAM			TOTAL	\$ 12,500.00	\$ (12,500.00)	\$ 12,500.00	\$ -	\$ 25,000.00	\$ -
30400	ROAD STREET PROJECTS	CIF 6422 Ridge Road Improvement-Phase II	304-30600-2002-58090-000003	Expense					\$ 1,945,979.61	
30400	NON-CAPITAL LOCAL GOV DIVISION			TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 1,945,979.61	\$ -
21800	OFFICE OF EMERGENCY MANAGEMENT	NM Public Warning System Improvement DR-44652-0042-NM	214-21800-0001-17499-000007	Revenue			\$ 23,642.88			
21800	OFFICE OF EMERGENCY MANAGEMENT	NM Public Warning System Improvement DR-44652-0042-NM	214-21800-2002-58020-000007	Expense					\$ 23,642.88	
21800	OFFICE OF EMERGENCY MANAGEMENT	NM Public Warning System Improvement DR-44652-0042-NM	214-21800-0001-61100-000000	Transfer In	\$ 7,880.96		\$ 7,880.96			
21800	OFFICE OF EMERGENCY MANAGEMENT	NM Public Warning System Improvement DR-44652-0042-NM	100-11000-0001-61200-000000	Transfer Out		\$ (7,880.96)			\$ 7,880.96	
21800	OFFICE OF EMERGENCY MANAGEMENT			TOTAL	\$ 7,880.96	\$ (7,880.96)	\$ 31,523.84	\$ -	\$ 31,523.84	\$ -
21800	OFFICE OF EMERGENCY MANAGEMENT	Grant County Multi-Jurisdictional HMP Update -DR-4529-0009-NM	214-21800-0001-17499-000002	Revenue			\$ 7,847.76			
21800	OFFICE OF EMERGENCY MANAGEMENT	Grant County Multi-Jurisdictional HMP Update -DR-4529-0009-NM	214-21800-2002-55030-000000	Expense					\$ 7,847.76	
21800	OFFICE OF EMERGENCY MANAGEMENT			TOTAL	\$ -	\$ -	\$ 7,847.76	\$ -	\$ 7,847.76	\$ -
21800	OFFICE OF EMERGENCY MANAGEMENT	Incident Commanders Radio Interface-EMW-2021-SS-05231	214-21800-0001-17499-000000	Revenue			\$ 35,000.00			
21800	OFFICE OF EMERGENCY MANAGEMENT	Incident Commanders Radio Interface-EMW-2024-SS-05231	214-21800-2002-58020-000000	Expense					\$ 35,000.00	
21800	OFFICE OF EMERGENCY MANAGEMENT			TOTAL	\$ -	\$ -	\$ 35,000.00	\$ -	\$ 35,000.00	\$ -
21800	OFFICE OF EMERGENCY MANAGEMENT	Grant County Generators-FM5461-0002-PIF-NM	214-21800-0001-17499-000001	Revenue			\$ 713,274.98			
21800	OFFICE OF EMERGENCY MANAGEMENT	Grant County Generators-FM5461-0002-PIF-NM	214-21800-2002-57999-000000	Expense					\$ 33,965.48	
21800	OFFICE OF EMERGENCY MANAGEMENT	Grant County Generators-FM5461-0002-PIF-NM	214-21800-2002-57999-000002	Expense					\$ 42,663.75	
21800	OFFICE OF EMERGENCY MANAGEMENT	Grant County Generators-FM5461-0002-PIF-NM	214-21800-2002-58020-000001	Expense					\$ 399,212.00	
21800	OFFICE OF EMERGENCY MANAGEMENT	Grant County Generators-FM5461-0002-PIF-NM	214-21800-2002-58020-000002	Expense					\$ 137,493.75	
21800	OFFICE OF EMERGENCY MANAGEMENT			TOTAL	\$ -	\$ -	\$ 713,274.98	\$ -	\$ 713,274.98	\$ -
30600	CAPITAL PROJECTS	PA VFD-Dos Griegos Fire Station-PPRF 5924 (2023 NMFA Loan)	303-30600-2002-58040-000000	Expense					\$ 1,003,648.35	
30600	CAPITAL PROJECTS			TOTAL	\$ -	\$ -	\$ -	\$ -	\$ 1,003,648.35	\$ -
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-0001-17499-000008	Revenue			\$ 187,444.00			
53200	PUBLIC TRANSPORTATION	Transfer In-Cost Share	532-53200-0001-61100-000008	Revenue	\$ 46,861.00		\$ 46,861.00			
53200	PUBLIC TRANSPORTATION	Transfer Out-Cost Share	100-11000-0001-61200-000000	Expense		\$ (46,861.00)			\$ 46,861.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-7003-51020-000008	Expense					\$ 131,330.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-7003-51710-000008	Expense					\$ 3,200.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-0001-16900-000008	Expense					\$ 1,375.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-7003-51602-000008	Expense					\$ 5,200.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-7003-51500-000008	Expense					\$ 5,000.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-7003-51070-000008	Expense					\$ 1,000.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-7003-51400-000008	Expense					\$ 4,200.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-7003-52021-000008	Expense					\$ 1,250.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-7003-52020-000008	Expense					\$ 12,300.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-7003-52011-000008	Expense					\$ 5,000.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-7003-52021-000008	Expense					\$ 18,650.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-7003-51707-000008	Expense					\$ 45,500.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Administration	532-53200-7003-51510-000008	Expense					\$ 800.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Operating	532-53200-0001-47499-000009	Revenue			\$ 234,305.00			
53200	PUBLIC TRANSPORTATION	Transfer In-Cost Share	532-53200-0001-61100-000009	Revenue	\$ 445,550.00		\$ 445,550.00			
53200	PUBLIC TRANSPORTATION	Transfer Out-Cost Share	100-11000-0001-61200-000000	Expense		\$ (445,550.00)			\$ 445,550.00	
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Operating	532-53200-6001-146900-000009	Revenue			\$ 37,000.00			
53200	PUBLIC TRANSPORTATION	FY26 NM Department of Transportation-Operating	532-53200-7003-51020-000009	Expense					\$ 162,763.00	





Michelle Lujan Grisham  
Governor

Gina DeBlassie  
Cabinet Secretary

New Mexico Department of Health

September 10, 2025

Grant County  
PO Box 898  
Silver City, NM 88062

Dear Sir/Mam:

In accordance with the Terms of Rules Governing in Emergency Medical Services Fund Act, DOH 7.27.4 NMAC, a warrant in the amount of **\$185,417.00** is authorized for disbursement on behalf of the following local recipient (s) in accordance with their approved applications:

540-00-4552

**Gila Regional EMS - \$50,264.00 for 2 Life Pack35**

540-00-4552

**Gila Regional EMS - \$30,993.00 for 2 PowerPro Stretchers**

540-00-4552

**Gila Regional EMS - \$104,160.00 for A Type II, 2WD, Gasoline Ambulance**

These funds from the Local System Improvement (Special Projects) of the EMS Fund Act for FY 26 (July 1, 2025 – June 30, 2026) must be accounted for in accordance with the rules set forth by the New Mexico Department of Finance and Administration, Local Government Division, and the EMS Fund Act Rules 7.27.4 NMAC.

**In order to keep our records in order, each Applicant (Fiscal Agent) MUST submit an itemized expenditures report for FY25 EMS Fund Act Local Funding Award (July 1, 2024 – June 30, 2025). If you administer funds for more than one (1) Local recipient, please submit a report for each.**

If you have any questions, please contact me at (505) 476-8233 or by e-mail at [rachel.marquez@doh.nm.gov](mailto:rachel.marquez@doh.nm.gov)

Sincerely,  
Rachel Marquez  
EMS Fund Act Coordinator



total Amount 45,000

Notice of Intent (NOI)  
to Apply for External Funding

Proposal Data

Date: 2/23

Grant Writer/Initiator: USFS/L. Cody Cooper Email: Duane.W.ross@usda.gov  
cooper@grantcountywrga.org

Department:

Grant County Sheriff's Office

Proposed Project Title:

Appropriation Operations for USFS Mountain Fire Patrols

Federal Award Identification Number (FAIN): ES-1500-8a

Funding Agency:

Crater Natural Forest

Grant Announcement Title/RFA#

23-LE-11030600-064 (USFS Mountain Patrols)

Grant Type  New

Renewal/Continuation

Supplement

Proposal Deadline:

Start/End Dates of Grant 2/23 - 12/27

Budget Data/ Fiscal Impact:

Total Amount Requested \$20,945.79 - includes rollover

Allowed Indirect %

8 + 48/mile

(10/1/25-9/30/26)

Required Match/Cost Share

If a Proposed Sub-award – Total Amount Requested

Proposed Match Sources:

None

Grant personnel workload will be covered by:

Fran, Cindy, Cody.

At the end of the grant period, the proposed project will:

Be completed (one-time only)  Require additional funding to continue

Will the proposed project require building modifications, additional space, or program relocation?

No  Yes, explain:

Will the proposed project involve subcontractors, collaborative partners, or cooperative agreements?

No  Yes, explain and attach supporting documentation:

Proposal Abstract (Project Description/Objectives):  
Strategic Plan Priorities to be addressed:

*Operational Outline Five year agreement*

Approvals

Preliminary:

*I certify that the proposed project is consistent with the goals, and priorities of Grant County.*

*[Signature]*  
Initiator (if applicable)

*9/5/25*  
Date

Department Head or Director  
*Frank Wells*  
Grants Manager

Date  
*9/13/25*  
Date

Finance Director

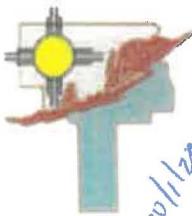
Date

County Manager

Date

County Commissioner

Date



Grant County, NM

10/1/23

11,000 → 2000 → 13,000 → 13,605.40  
 13,000 → 13,605.40  
 1945.79 Balance remaining  
 13,000 → 14,945.79  
 40.00 → 20,945.79  
 10/1/23

Account	Name					
Fund: 489 - FOREST SERVICE COOPERATIVE LAW EINFORCEMENT AOP						
489-00-4563 GRANT REIMBURSEMENT						
Post Date	Packet Number	Source Transaction	Pmt Number			
05/10/2023	GLPKT14856	EI05102023				
09/11/2023	GLPKT15269	EI09112023				
07/29/2024	GLPKT16341	EI07292024				
10/30/2024	GLPKT16598	EI10302024				

489-00-5005 OVERTIME SALARIES			
Post Date	Packet Number	Source Transaction	Pmt Number
02/08/2023	GLPKT14616	JN02075	
03/24/2023	PYPKT04562	PYPKT04562 - PP06 03	
04/07/2023	PYPKT04570	PYPKT04570 - PP07 04	
06/16/2023	PYPKT04630	PYPKT04630 - PP12 06	
06/30/2023	PYPKT04639	PYPKT04639 - PP13 06	
07/14/2023	PYPKT04654	PYPKT04654 - PP14 07	
07/21/2023	PYPKT04666	PYPKT04666 - MULTIP	
07/28/2023	PYPKT04669	PYPKT04669 - PP15 07	
08/11/2023	PYPKT04680	PYPKT04680 - PP16 08	
05/03/2024	PYPKT04958	PYPKT04958 - 09 05.0	
05/17/2024	PYPKT04986	PYPKT04986 - PP10 5.	
05/31/2024	PYPKT04999	PYPKT04999 - PP11 05	
05/31/2024	PYPKT05002	PYPKT05002 - PP11 05	
06/14/2024	PYPKT05016	PYPKT05016 - PP12 06	
06/28/2024	PYPKT05026	PYPKT05026 - PP13 06	
06/28/2024	PYPKT05028	PYPKT05028 - PP13 06	
07/12/2024	PYPKT05036	PYPKT05036 - PP14 07	
07/26/2024	PYPKT05057	PYPKT05057 - PP15 07	
08/09/2024	PYPKT05075	PYPKT05075 - PP16 08	
09/06/2024	PYPKT05100	PYPKT05100 - PP18 09	
09/20/2024	PYPKT05111	PYPKT05111 - PP19 09	
11/01/2024	PYPKT05166	PYPKT05166 - PP#22 1	

Total Fund: 489 - FOREST SERVICE COOPERATIVE LAW EINFORCEMENT AOP:	Beginning Balance: -19,093.36	Total Activity: 302.28	Ending Balance: -18,791.08
Grand Totals:	Beginning Balance: -19,093.36	Total Activity: 302.28	Ending Balance: -18,791.08

## Detail Report Account Detail

Date Range: 02/07/2023 - 12/31/2027

Project Account	Beginning Balance Before start	Total Activity	Ending Balance
	-33,868.29		
Project Account	start 2023	Amount	Running Balance
	-7,135.98		-41,004.27
	-5,258.42		-46,262.69
	-8,239.26		-54,501.95
	-3,420.55		-57,922.50
	14,774.93		
Project Account	start 2024	Amount	Running Balance
	24,356.49		39,131.42
	249.12		14,525.81
	3,493.13		18,018.94
	3,046.61		21,065.55
	1,776.08		22,841.63
	1,764.78		24,606.41
	143.70		24,750.11
	38.40		24,788.51
	373.32		25,161.83
	792.45		25,954.28
	371.76		26,326.04
	1,603.63		27,929.67
	1,659.28		29,588.95
	33.67		29,622.62
	2,002.31		31,624.93
	1,933.42		33,558.35
	-44.40		33,513.95
	1,289.32		34,803.27
	1,598.04		36,401.31
	650.14		37,051.45
	710.31		37,761.76
	348.64		38,110.40
	1,021.02		39,131.42



## MODIFICATION OF GRANT OR AGREEMENT

PAGE OF PAGES  
1 9

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 23-LE-11030600-064	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: N/A	3. MODIFICATION NUMBER: 004
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Southwestern Regional Office of Grants & Agreements 333 Broadway Blvd SE, Albuquerque, NM 87102	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Gila National Forest 3005 E. Camino Del Bosque, Silver City, NM 88061	6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): County of Grant 1400 HW 180 E Silver City, NM 88061
	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): N/A	

## 8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Adds USFS funding in the amount of \$6,000.00.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

## 9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

Modification 004 adds USDA funding of \$6,000.00 for continued patrol activities in accordance with the attached Operating and Financial Plan.

## 10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A: Operating and Financial Plan (FS-1500-8a)

## 11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. GRANT COUNTY SHERIFF'S OFFICE SIGNATURE 	11.B. DATE SIGNED 5-16-2025	11.C. U.S. FOREST SERVICE SIGNATURE 	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): RAUL VILLANUEVA		11.F. NAME (type or print): JAMES ALFORD	
11.G. TITLE (type or print): Sheriff		11.H. TITLE (type or print): Special Agent in Charge	
11.A. GRANT COUNTY SIGNATURE 	11.B. DATE SIGNED 5/19/25	11.C. U.S. FOREST SERVICE SIGNATURE 	11.D. DATE SIGNED
(Signature of Signatory Official)		(Signature of Signatory Official)	
11.E. NAME (type or print): CHARLENE WEBB		11.F. NAME (type or print): CAMILLE HOWES	
11.G. TITLE (type or print): County Manager		11.H. TITLE (type or print): Forest Supervisor, Gila National Forest	

**12. G&A REVIEW****12.A. The authority and format of this modification have been reviewed and approved for signature by:****JO VILLALUZ**

Digitally signed by JO VILLALUZ

Date: 2025.05.15 11:45:53 -07'00'

**JO VILLALUZ**

U.S. Forest Service Grants Management Specialist

**12.B. DATE  
SIGNED****Paperwork Reduction Act Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at [How to File a Program Discrimination Complaint](#) and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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Forest Service  
U.S. DEPARTMENT OF AGRICULTURE

FS-1500-8a (VER. 05/24)  
OMB No. 0596-0217  
EXP: 05/31/2027

FS Agreement No. 23-LE-11030600-064

Cooperator Agreement No. \_\_\_\_\_

## EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN**  
**Between The**  
**GRANT COUNTY SHERIFF'S DEPARTMENT**  
**And the**  
**USDA, FOREST SERVICE**  
**GILA NATIONAL FOREST**

### **2025 OPERATING AND FINANCIAL PLAN**

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Grant County Sheriff's Department, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Gila National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #23-LE-11030600-064. This Operating and Financial Plan is made and agreed to as of the last signature date on the Modification 004 (FS1500-19) is in effect through December 31, 2027 unless modified during the annual review.

Previous Year Carry-over: \$14,945.79

Current Calendar Year Obligation: \$6,000.00

**Total 2025 Calendar Year Operating Plan: \$20,945.79**

#### **I. GENERAL:**

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

#### **Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Raul Villanueva, Sheriff 1400 Highway 180 East Silver City, NM 88061 Telephone: 575-574-0140 FAX: 575-574-0150 Email: <a href="mailto:rvillanueva@grantcountynm.gov">rvillanueva@grantcountynm.gov</a>	Cindy Campos, Administrative Assistant 1400 Highway 180 East Silver City, NM 88061 Telephone: 575-574-0140 FAX: 575-574-0150 Email: <a href="mailto:ccampos@grantcountynm.gov">ccampos@grantcountynm.gov</a>



**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
DeWayne Ross, Patrol Captain 3005 E Camino Del Bosque Silver City, NM 88061 Telephone: 575-388-8269 FAX: 575-388-8425 Email: <a href="mailto:Dwayne.ross@usda.gov">Dwayne.ross@usda.gov</a>	Paula Holguin, Program Assistant 3005 E Camino Del Bosque Silver City, NM 88061 Telephone: 575-388-8399 FAX: 575-388-8425 Email: <a href="mailto:paula.holguin@usda.gov">paula.holguin@usda.gov</a>

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage will be reimbursed at \$0.43/mile.

Wages (salaries + fringe benefits) will be reimbursed up to \$30.00/hour.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Provide daily patrol logs for each Deputy that patrols for the U.S. Forest Service to be submitted with each reimbursement request.

2. Patrol on following U.S. Forest Service roads:

Any and all National Forest Roads within Grant County, NM

3. Patrol in the following campgrounds, developed sites, or dispersed areas:

Assign a regularly scheduled deputy(s) to patrol the Silver City, Glenwood, and Wilderness Ranger Districts of the Gila National Forest with the primary assignments to patrol Little Walnut Day-use Area, Gila Cliff Dwellings, Upper Mimbres, Black Range, Upper Gila River, Turkey Creek, Leopold Vista, Cherry Creek, McMillan Campground, Fire Cache and Tanker Base areas. Assignments to patrol recreation areas and dispersed areas will be on weekends with special emphasis on National Holiday weekends for the period of May 1 through September 20th.

Patrol emphasis should be after 3:00PM to 12:00AM. High priority should



be given to patrolling Leopold Vista, Little Walnut, Gila Cliff Dwellings, Fire Cache and Tanker Base Areas.

The assigned deputy(s) will assist U.S. Forest Service Officers with other resource-related law enforcement issues on the Gila National Forest within Grant County, NM.

Provide radio communications (dispatch) for U.S. Forest Service Law Enforcement Officers when needed. The Sheriff's Department dispatcher will be notified when law enforcement officers are in service and when they go out of service.

For official law enforcement use only, provide record of information related to motor vehicle registration, driver's license information, wanted persons inquiries, and investigative information where the U.S. Forest Service is the party of interest.

Provide suitable vehicles for assignment to deputies on patrol.

Maintain interagency communications by means of informal meetings with the Sheriff's Department, Gila National Forest Law Enforcement Officers, and district personnel for the purpose of exchanging mutually benefiting information.

Provide 24-hour dispatch services for U.S. Forest Service law enforcement activities. Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon the request of the U.S. Forest Service.

Total reimbursement for this category shall not exceed the amount of: \$6,000.00.

### **III. TRAINING:**

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00

### **IV. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00



## **V. SPECIAL ENFORCEMENT SITUATIONS:**

- A. Special Enforcement Situations** include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations** vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the **cooperator** whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.
  - 1. Drug Enforcement:** This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
  - 2. Fire Emergency:** During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

When requested by the U.S. Forest Service, initial response to wildfires by the Cooperator will not be reimbursed for the first 24 hours of support. If during the first 24 hours of wildfire support, the Incident Commander and/or Patrol Captain requests continued support past the initial 24 hours, then a resource order will be requested and all time, including the initial response time, will be reimbursed. This 24-hour initial support time does not include travel time to and from the wildfire incident.

All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the U.S. Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a



Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the U.S. Forest Service are not reimbursable.

Upon request and concurrence by and between both Parties:

The Sheriff's Department shall:

- a. Provide the U.S. Forest Service fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicle(s), in numbers requested by the U.S. Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction and supervision of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situations are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the U.S. Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statement of expenditure to the U.S. Forest Service for the fire severity or fire suppression situation services requested by the U.S. Forest Service to the address below:

DeWayne Ross, Patrol Captain  
U.S. Forest Service, LEI  
Southern New Mexico Zone  
3005 E. Camino del Bosque  
Silver City, NM 88061  
Email: [dewayne.ross@usda.gov](mailto:dewayne.ross@usda.gov)

The Patrol Captain will review and approve the invoice and forward the invoice and supporting documentation to Incident Finance for payment.

Billing requests will include the following information:

- Cooperator Name, address, phone number and Agency Financial Contact
- Invoice or Bill Number



- Resource Order Number(s)
- Appropriate Incident Number (State Code or U.S. Forest Service P-code and Override)
- Cooperative Law Enforcement Agreement Number
- Dates of the Incident covered by the billing
- Location and Jurisdictional Unit of the Incident
- Summary cost data for the amount being billed\*

\*Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The U.S. Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through the U.S. Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on number of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A Resource Order number must be issued by the U.S. Forest Service to support each request. The Resource Order number will be provided to the Sheriff's Office by the U.S. Forest Service Dispatcher.
- b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
- c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B, of the current Operating Plan.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.



## VI. BILLING FREQUENCY:

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Billing frequency is as follows: **QUARTERLY** – Final Bill shall be submitted within 30 days after the close of the calendar year.
- B. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$6,000.00	100%
Training	0.00	N/A
Equipment	0.00	N/A
Special Enforcement Situations	0.00	N/A
<b>Total</b>	<b>\$6,000.00</b>	<b>100%</b>

- C. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*



## Invoice Summary Report by Received Date

GARP055L

Invoice Received Date	Region ID	Org	Total Rec'd Invoices Count and \$ Amount	New Invoices Count and \$ Amount	PGM Pending Count and \$ Amount	PGM Approved Count and \$ Amount	Financial Approved Count and \$ Amount	Financial Hold Count and \$ Amount	FFIS Sent Count and \$ Amount	FFIS Processed Count and \$ Amount	PGM Rejected Count and \$ Amount	FFIS Rejected Count and \$ Amount	Financial Rejected Count and \$ Amount
04/28/2023	03	0306	1								1		
			\$7,135.98								\$7,135.98		
			Total : 1.0	\$7,135.98							Dollar Value : \$7,135.98		
04/28/2023	No. of Invoices W/O Rejects		1		Dollar Value : \$7,135.98							Dollar Value : \$7,135.98	
08/29/2023	03	0306	1								1		
			\$5,258.42								\$5,258.42		
			Total : 1.0	\$5,258.42							Dollar Value : \$5,258.42		
08/29/2023	No. of Invoices W/O Rejects		1		Dollar Value : \$5,258.42						1		
07/11/2024	03	0306	1								1		
			\$8,239.26								\$8,239.26		
			Total : 1.0	\$8,239.26							Dollar Value : \$8,239.26		
07/11/2024	No. of Invoices W/O Rejects		1		Dollar Value : \$8,239.26						1		
10/18/2024	03	0306	1								1		
			\$3,420.55								\$3,420.55		
			Total : 1.0	\$3,420.55							Dollar Value : \$3,420.55		
10/18/2024	No. of Invoices W/O Rejects		1		Dollar Value : \$3,420.55						1		

Grand Total :	Count	Dollar Value
Total # of Invoices received : 4		\$24,054.21
Total New Invoices : 0		\$0.00
Total PGM Pending : 0		\$0.00
Total PGM Approved : 0		\$0.00
Total PGM Rejected : 0		\$0.00
Total Financial Approved : 0		\$0.00
Total Financial Hold : 0		\$0.00
Total Financial Rejected : 0		\$0.00
Total FFIS Sent : 0		\$0.00
Total FFIS Rejected : 0		\$0.00
Total # of Invoices W/O 4		\$24,054.21
Total FFIS Processed : 4		\$24,054.21
Outstanding Invoices : 0		\$0.00

10/1/23 - 9/20/24 - Fed 2024

Note: This report doesn't include any payment information that was CONVERSION GENERATED payment from FFIS.



## Invoice Summary Report by Received Date

GARP055L

### Report Summary

Report Title : Invoice Summary Report by Received Date  
Report Name : GARP055L  
Report Date : May 15 2025 02:52 PM  
Run by : JOVILLALUZ

### Filter By

Org : %  
Region ID : %  
Received Date : From To  
G&A Number : %23-LE-11030600-064%

### Sort By

By default report is sorted by Invoice Received Date and then by Region ID.

### Notes

Tables used: II\_AI\_GA\_APP\_V, II\_GA\_PYMT\_REQS, II\_GA\_PYMT\_REQ\_STATUS



USDA Forest Service

OMB 0596-0217  
FS-1500-19**MODIFICATION OF GRANT OR AGREEMENT**

PAGE 1 OF PAGES 9

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 23-LE-11030600-064	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: N/A	3. MODIFICATION NUMBER: 003
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Southwestern Regional Office of Grants & Agreements 333 Broadway Blvd SE, Albuquerque, NM 87102	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Gila National Forest 3005 E. Camino Del Bosque, Silver City, NM 88061	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): County of Grant 1400 HW 180 E Silver City, NM 88061	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): N/A	

**8. PURPOSE OF MODIFICATION**

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Adds USFS funding in the amount of \$13,000.00.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

**9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):**

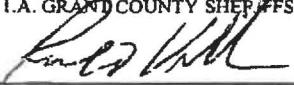
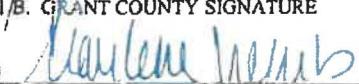
Modification 003 adds USDA funding of \$13,000.00 for continued patrol activities in accordance with the operating plan.

**10. ATTACHED DOCUMENTATION (Check all that apply):**

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A: Operating and Financial Plan (FS-1500-8a)

**11. SIGNATURES**

**AUTHORIZED REPRESENTATIVE:** BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. GRANT COUNTY SHERIFF'S OFFICE SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED 12-9-24	11.C. U.S. FOREST SERVICE SIGNATURE Digitally signed by JAMES ALFORD JAMES ALFORD Date: 2024.12.10 09:49:50 -07'00' (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): RAUL VILLANUEVA	11.F. NAME (type or print): JAMES ALFORD		
11.G. TITLE (type or print): Sheriff of Grant County, NM	11.H. TITLE (type or print): Special Agent in Charge		
11.B. GRANT COUNTY SIGNATURE  (Signature of Signatory Official)	11.B. DATE SIGNED 12/9/24	11.D. U.S. FOREST SERVICE SIGNATURE Digitally signed by CAMILLE HOWES CAMILLE HOWES Date: 2024.12.10 09:26:07 -07'00' (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): CHARLENE WEBB	11.F. NAME (type or print): CAMILLE HOWES		
11.G. TITLE (type or print): County Manager	11.H. TITLE (type or print): Forest Supervisor, Gila National Forest		



USDA Forest Service

OMB 0596-0217  
FS-1500-19**12. G&A REVIEW****12.A. The authority and format of this modification have been reviewed and approved for signature by:****MARI LLITERAS**Digitally signed by MARI  
LLITERAS  
Date: 2024.12.09 08:41:12 -07'00'**MARI LLITERAS**

U.S. Forest Service Grants Management Specialist

**12.B. DATE  
SIGNED****Paperwork Reduction Act Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond, to a collection of information unless it displays a valid OMB control number. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The OMB control number for this information collection is 0596-0217. Response to this collection of information is mandatory. The authority to collect the information Section 7 of the Granger-Thye Act (16 U.S.C. 580d) and Title IV of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1751-1753). The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to: U.S. Department of Agriculture, Clearance Officer, OIRM, 1400 Independence Avenue, SW, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB# 0596-0217), 725 17th Street NW, Washington, D.C. 20503.

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To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at How to File a Program Discrimination Complaint and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by: (1) mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410; (2) fax: (202) 690-7442; or (3) email: [program.intake@usda.gov](mailto:program.intake@usda.gov).

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Forest Service  
U.S. DEPARTMENT OF AGRICULTURE

FS-1500-8a (VER. 05/24)  
OMB No. 0596-0217  
EXP: 05/31/2027

FS Agreement No.

23-LE-11030600-064

Cooperator Agreement No.

## EXHIBIT A

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN**  
 Between The  
**COUNTY OF GRANT**  
 And the  
**USDA, FOREST SERVICE**  
**GILA NATIONAL FOREST**

### **2025 OPERATING AND FINANCIAL PLAN**

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the County of Grant hereinafter referred to as "the Sheriff's Department," and the United States Department of Agriculture (USDA), Forest Service, Gila National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #23-LE-11030600-064 executed on February 21, 2023. This Operating and Financial Plan are made and agreed to as of the last signature date on the FS-1500-19 Modification 003 that is in effect through December 31, 2027 unless modified during the annual review.

Previous Year Carry-over: \$1,945.79

Current Fiscal Year Obligation: \$13,000.00

**Total Calendar Year Operating Plan: \$14,945.79**

#### **I. GENERAL:**

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

#### **Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Raul Villanueva, Sheriff 1400 Highway 180 East Silver City, NM 88061 Telephone: 575-574-0140 FAX: 575-574-0150 Email: <a href="mailto:rvillanueva@grantcountynm.gov">rvillanueva@grantcountynm.gov</a>	Cindy Campos, Executive Assistant 1400 Highway 180 East Silver City, NM 88061 Telephone: 575-574-0140 FAX: 575-574-0150 Email: <a href="mailto:ccampos@grantcountynm.gov">ccampos@grantcountynm.gov</a>



**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
DeWayne Ross, Patrol Captain 3005 E Camino Del Bosque Silver City, NM 88061 Telephone: 575-388-8269 FAX: 575-388-8425 Email: <a href="mailto:Dwayne.ross@usda.gov">Dwayne.ross@usda.gov</a>	Paula Holguin, Program Assistant 3005 E Camino Del Bosque Silver City, NM 88061 Telephone: 575-388-8399 FAX: 575-388-8425 Email: <a href="mailto:paula.holguin@usda.gov">paula.holguin@usda.gov</a>

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage will be reimbursed at \$0.43/mile.

Wages (salaries + fringe benefits) will be reimbursed up to \$30.00/hour.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Sheriff's Department and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Provide daily patrol logs for each Deputy that patrols for the U.S. Forest Service to be submitted with each reimbursement request.

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Any and all National Forest Roads within Grant County, NM

3. Patrol in the following campgrounds, developed sites, or dispersed areas:

Assign a regularly scheduled deputy(s) to patrol the Silver City, Glenwood, and Wilderness Ranger Districts of the Gila National Forest with the primary assignments to patrol Little Walnut Day-use Area, Gila Cliff Dwellings, Upper Mimbres, Black Range, Upper Gila River, Turkey Creek, Leopold Vista, Cherry Creek, McMillan Campground, Fire Cache and Tanker Base areas. Assignments to patrol recreation areas and dispersed areas will be on weekends with special emphasis on National Holiday weekends for the period of May 1 through September 20th.



Patrol emphasis should be after 3:00PM to 12:00AM. High priority should be given to patrolling Leopold Vista, Little Walnut, Gila Cliff Dwellings, Fire Cache and Tanker Base Areas.

The assigned deputy(s) will assist U.S. Forest Service Officers with other resource-related law enforcement issues on the Gila National Forest within Grant County, NM.

Provide radio communications (dispatch) for U.S. Forest Service Law Enforcement Officers when needed. The Sheriff's Department dispatcher will be notified when law enforcement officers are in service and when they go out of service.

For official law enforcement use only, provide record of information related to motor vehicle registration, driver's license information, wanted persons inquiries, and investigative information where the U.S. Forest Service is the party of interest.

Provide suitable vehicles for assignment to deputies on patrol.

Maintain interagency communications by means of informal meetings with the Sheriff's Department, Gila National Forest Law Enforcement Officers, and district personnel for the purpose of exchanging mutually benefiting information.

Provide 24-hour dispatch services for U.S. Forest Service law enforcement activities. Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon the request of the U.S. Forest Service.

Total reimbursement for this category shall not exceed the amount of: \$13,000.00.

### **III. TRAINING:**

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00

### **IV. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00



## V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.
  1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
  2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

When requested by the U.S. Forest Service, initial response to wildfires by the Cooperator will not be reimbursed for the first 24 hours of support. If during the first 24 hours of wildfire support, the Incident Commander and/or Patrol Captain requests continued support past the initial 24 hours, then a resource order will be requested and all time, including the initial response time, will be reimbursed. This 24-hour initial support time does not include travel time to and from the wildfire incident.

All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the U.S. Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a



Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the U.S. Forest Service are not reimbursable.

Upon request and concurrence by and between both Parties:

The Sheriff's Department shall:

- a. Provide the U.S. Forest Service fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicle(s), in numbers requested by the U.S. Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction and supervision of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situations are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the U.S. Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statement of expenditure to the U.S. Forest Service for the fire severity or fire suppression situation services requested by the U.S. Forest Service to the address below:

DeWayne Ross, Patrol Captain  
U.S. Forest Service, LEI  
Southern New Mexico Zone  
3005 E. Camino del Bosque  
Silver City, NM 88061  
Email: [dewayne.ross@usda.gov](mailto:dewayne.ross@usda.gov)

The Patrol Captain will review and approve the invoice and forward the invoice and supporting documentation to Incident Finance for payment.

Billing requests will include the following information:

- Cooperator Name, address, phone number and Agency Financial Contact
- Invoice or Bill Number
- Resource Order Number(s)



- Appropriate Incident Number (State Code or U.S. Forest Service P-code and Override)
- Cooperative Law Enforcement Agreement Number
- Dates of the Incident covered by the billing
- Location and Jurisdictional Unit of the Incident
- Summary cost data for the amount being billed\*

\*Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The U.S. Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through the U.S. Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on number of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A Resource Order number must be issued by the U.S. Forest Service to support each request. The Resource Order number will be provided to the Sheriff's Office by the U.S. Forest Service Dispatcher.
- b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
- c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B, of the current Operating Plan.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.



**VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Billing frequency is as follows: QUARTERLY – Final Bill shall be submitted within 30 days after the close of the calendar year.
- B. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$13,000.00	100%
Training	0.00	N/A
Equipment	0.00	N/A
Special Enforcement Situations	0.00	N/A
<b>Total</b>	<b>\$13,000.00</b>	<b>100%</b>

- C. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*



## MODIFICATION OF GRANT OR AGREEMENT

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1 9

1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 23-LE-11030600-064	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: N/A	3. MODIFICATION NUMBER: 002
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Southwestern Regional Office of Grants & Agreements 333 Broadway Blvd SE, Albuquerque, NM 87102	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): Gila National Forest 3005 E.Camino Del Bosque Silver City, NM 88061	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): N/A
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): County of Grant 1400 Highway 180 E Silver City, NM 88061		

## 8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Adds USFS funding in the amount of \$13,000.00.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input type="checkbox"/>	OTHER (Specify type of modification):

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

## 9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

Modification 002 adds USDA funding of \$13,000.00 for continued patrol activities in accordance with the orginial approved operating plan.

## 10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A: Operating and Finanical plan ( GS-1500-8A)

## 11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. CITY OF GRANT SIGNATURE 	11.B. DATE SIGNED 3/18/24	11.C. U.S. FOREST SERVICE SIGNATURE JAMES ALFORD <small>Digitally signed by JAMES ALFORD Date: 2024.03.19 17:16:10 0600</small>	11.D. DATE SIGNED
(Signature of Signatory Official)	(Signature of Signatory Official)		
11.E. NAME (type or print): RAUL VILLANUEVA	11.F. NAME (type or print): JAMES ALFORD		
11.G. TITLE (type or print): Sheriff of Grant County, NM	11.H. TITLE (type or print): Special Agent in Charge		
11.I. CITY OF GRANT SIGNATURE 	11.J. DATE SIGNED 3/18/24	11.K. U.S. FOREST SERVICE SIGNATURE CAMILLE HOWES <small>Digitally signed by CAMILLE HOWES Date: 2024.03.19 16:51:18 0600</small>	11.L. DATE SIGNED
(Signature of Signatory Official)	(Signature of Signatory Official)		
11.M. NAME (type or print): CHARLENE WEBB	11.N. NAME (type or print): CAMILLE HOWES		
11.O. TITLE (type or print): County Manager	11.P. TITLE (type or print): Gila Forest Supervisor		

**12. G&A REVIEW****12.A. The authority and format of this modification have been reviewed and approved for signature by:****MARI****LLITERAS**

Digitally signed by MARI

LLITERAS

Date: 2024.01.29 08:40:59

-07'00'

**MARI LLITERAS**

U.S. Forest Service Grants &amp; Agreements Specialist

**12.B. DATE  
SIGNED****Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering, and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8542 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 23-LE-11030600-064-

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN**  
**Between The**  
**GRANT COUNTY SHERIFF'S DEPARTMENT**  
**And the**  
**USDA, FOREST SERVICE**  
**GILA NATIONAL FOREST**

**OPERATING AND FINANCIAL PLAN**

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between Grant County Sheriff's Department, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Gila National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #23-LE-11030600-064. This Operating and Financial Plan is made and agreed to as of the last signature date on the 1500-19 Modification 002 and is in effect through December 31, 2027, unless modified during the annual review.

Previous Year Carry-over: \$605.60  
Current Year Obligation: \$13,000.00  
**Total Operating Plan: \$13,605.60**

**I. GENERAL:**

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Name: Raul Villanueva, Sheriff Address: 1400 Highway 180 East City, State, Zip: Silver City, NM 88061 Telephone: 575-574-0140 FAX: 575-574-0150 Email: <a href="mailto:rvillanueva@grantcountynm.gov">rvillanueva@grantcountynm.gov</a>	Name: Cindy Campos, Administrative Assistant Address: 1400 Highway 180 East City, State, Zip: Silver City, NM 88061 Telephone: 575-574-0140 FAX: 575-574-0150 Email: <a href="mailto:ccampos@grantcountynm.gov">ccampos@grantcountynm.gov</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Name: DeWayne Ross, Patrol Captain Address: 3005 E. Camino Del Bosque City, State, Zip: Silver City, NM 88061 Telephone: 575-388-8269 FAX: 575-388-8425 Email: <a href="mailto:dewayne.ross@usda.gov">dewayne.ross@usda.gov</a>	Name: Paula Holguin, Program Assistant Address: 3005 E. Camino Del Bosque City, State, Zip: Silver City, NM 88061 Telephone: 575-388-8399 FAX: 575-388-8425 Email: <a href="mailto:paula.holguin@usda.gov">paula.holguin@usda.gov</a>

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage will be reimbursed at \$0.43/mile.

Wages (salaries + fringe benefits) will be reimbursed up to \$30.00/hour.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Provide daily patrol logs for each Deputy that patrols for the U.S. Forest Service to be submitted with each reimbursement request.

2. Patrol on following U.S. Forest Service roads:

Any and all National Forest Roads within Grant County, NM

3. Patrol in the following campgrounds, developed sites, or dispersed areas:

Assign a regularly scheduled deputy(s) to patrol the Silver City, Glenwood, and Wilderness Ranger Districts of the Gila National Forest with the primary assignments to patrol Little Walnut Day-use Area, Gila Cliff Dwellings, Upper Mimbres, Black Range, Upper Gila River, Turkey



Creek, Leopold Vista, Cherry Creek, McMillan Campground, Fire Cache and Tanker Base areas. Assignments to patrol recreation areas and dispersed areas will be on weekends with special emphasis on National Holiday weekends for the period of May 1 through September 20th.

Patrol emphasis should be after 3:00PM to 12:00AM. High priority should be given to patrolling Leopold Vista, Little Walnut, Gila Cliff Dwellings, Fire Cache and Tanker Base Areas.

The assigned deputy(s) will assist U.S. Forest Service Officers with other resource-related law enforcement issues on the Gila National Forest within Grant County, NM.

Provide radio communications (dispatch) for U.S. Forest Service Law Enforcement Officers when needed. The Sheriff's Department dispatcher will be notified when law enforcement officers are in service and when they go out of service.

For official law enforcement use only, provide record of information related to motor vehicle registration, driver's license information, wanted persons inquiries, and investigative information where the U.S. Forest Service is the party of interest.

Provide suitable vehicles for assignment to deputies on patrol.

Maintain interagency communications by means of informal meetings with the Sheriff's Department, Gila National Forest Law Enforcement Officers, and district personnel for the purpose of exchanging mutually benefiting information.

Provide 24-hour dispatch services for U.S. Forest Service law enforcement activities. Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon the request of the U.S. Forest Service.

Total reimbursement for this category shall not exceed the amount of: \$13,000.00.

### **III. TRAINING:**

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00

### **IV. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00



## V. SPECIAL ENFORCEMENT SITUATIONS:

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.
- B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.
  - 1. Drug Enforcement: This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
  - 2. Fire Emergency: During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

**When requested by the U.S. Forest Service, initial response to wildfires by the Cooperator will not be reimbursed for the first 24 hours of support. If during the first 24 hours of wildfire support, the Incident Commander and/or Patrol Captain requests continued support past the initial 24 hours, then a resource order will be requested and all time, including the initial response time, will be reimbursed. This 24-hour initial support time does not include travel time to and from the wildfire incident.**

**All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the U.S. Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is**



**notified of the request. Initial attack responses without a Resource Order by the U.S. Forest Service are not reimbursable.**

Upon request and concurrence by and between both Parties:

The Sheriff's Department shall:

- a. Provide the U.S. Forest Service fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicle(s), in numbers requested by the U.S. Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction and supervision of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the U.S. Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statement of expenditure to the U.S. Forest Service for the fire severity or fire suppression situation services requested by the U.S. Forest Service to the address below:

DeWayne Ross, Patrol Captain  
U.S. Forest Service, LEI  
Southern New Mexico Zone  
3005 E. Camino del Bosque  
Silver City, NM 88061  
Email: [dewayne.ross@usda.gov](mailto:dewayne.ross@usda.gov)

The Patrol Captain will review and approve the invoice and forward the invoice and supporting documentation to Incident Finance for payment.

Billing requests will include the following information:

- Cooperator Name, address, phone number and Agency Financial Contact
- Invoice or Bill Number
- Resource Order Number(s)
- Appropriate Incident Number (State Code or U.S. Forest Service P-code)



and Override)

- Cooperative Law Enforcement Agreement Number
- Dates of the Incident covered by the billing
- Location and Jurisdictional Unit of the Incident
- Summary cost data for the amount being billed\*

\*Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

The U.S. Forest Service shall:

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through the U.S. Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on number of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A Resource Order number must be issued by the U.S. Forest Service to support each request. The Resource Order number will be provided to the Sheriff's Office by the U.S. Forest Service Dispatcher.
- b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
- c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B, of the current Operating Plan.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

**VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Billing frequency is as follows: QUARTERLY – Final Bill shall be submitted within 30 days after the close of the calendar year.
- B. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$13,000.00	N/A
Training	0.00	N/A
Equipment	0.00	N/A
Special Enforcement Situations	0.00	N/A
<b>Total</b>	<b>\$13,000.00</b>	<b>\$13,000.00</b>

- C. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*



## MODIFICATION OF GRANT OR AGREEMENT

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1. U.S. FOREST SERVICE GRANT/AGREEMENT NUMBER: 23-LE-11030600-064	2. RECIPIENT/COOPERATOR GRANT or AGREEMENT NUMBER, IF ANY: N/A	3. MODIFICATION NUMBER: 001
4. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING GRANT/AGREEMENT (unit name, street, city, state, and zip + 4): Southwestern Region, Office of Grants & Agreements 333 Broadway Blvd SE, Albuquerque, NM 87102	5. NAME/ADDRESS OF U.S. FOREST SERVICE UNIT ADMINISTERING PROJECT/ACTIVITY (unit name, street, city, state, and zip + 4): DeWayne Ross, Gila National Forest 3005 E. Camino Del Bosque, Silver City, NM 88061	
6. NAME/ADDRESS OF RECIPIENT/COOPERATOR (street, city, state, and zip + 4, county): County of Grant 1400 Hw 180 E Silver City, New Mexico 88061	7. RECIPIENT/COOPERATOR'S HHS SUB ACCOUNT NUMBER (For HHS payment use only): N/A	

## 8. PURPOSE OF MODIFICATION

CHECK ALL THAT APPLY:	This modification is issued pursuant to the modification provision in the grant/agreement referenced in item no. 1, above.
<input type="checkbox"/>	CHANGE IN PERFORMANCE PERIOD:
<input checked="" type="checkbox"/>	CHANGE IN FUNDING: Change allowed funding for patrol activities from \$13,000.00 to \$11,000.00 in section II and VI B of exhibit A. Change allowed funding for equipment from 0.00 to \$2,000.00 for equipment expenses in section IV and VI B. No additional funding added to agreement, see attached exhibit A which replaces original operating and financial plan from 2/21/23.
<input type="checkbox"/>	ADMINISTRATIVE CHANGES:
<input checked="" type="checkbox"/>	OTHER (Specify type of modification): Update FS-1500-8A in section(s) II, IV and section VI B to allow equipment expenses for up to \$2,000.00 and reduce expenses for patrol activities to \$11,000.00 per attached exhibit A.

Except as provided herein, all terms and conditions of the Grant/Agreement referenced in 1, above, remain unchanged and in full force and effect.

## 9. ADDITIONAL SPACE FOR DESCRIPTION OF MODIFICATION (add additional pages as needed):

## 10. ATTACHED DOCUMENTATION (Check all that apply):

<input type="checkbox"/>	Revised Scope of Work
<input type="checkbox"/>	Revised Financial Plan
<input checked="" type="checkbox"/>	Other: Exhibit A: Operating and Financial Plan (FS-1500-8A)

## 11. SIGNATURES

AUTHORIZED REPRESENTATIVE: BY SIGNATURE BELOW, THE SIGNING PARTIES CERTIFY THAT THEY ARE THE OFFICIAL REPRESENTATIVES OF THEIR RESPECTIVE PARTIES AND AUTHORIZED TO ACT IN THEIR RESPECTIVE AREAS FOR MATTERS RELATED TO THE ABOVE-REFERENCED GRANT/AGREEMENT.

11.A. GRANT COUNTY SIGNATURE 	11.B. DATE SIGNED 6-29-2023	11.C. U.S. FOREST SERVICE SIGNATURE CAMILLE HOWES Digitally signed by CAMILLE HOWES Date: 2023.07.01 13:51:11 -06'00' (Signature of Signatory Official)	11.D. DATE SIGNED
11.E. NAME (type or print): RAUL VILLANUEVA	11.F. NAME (type or print): CAMILLE HOWES		
11.G. TITLE (type or print): Sheriff of Grant County, NM	11.H. TITLE (type or print): Forest Supervisor		
11.I. GRANT COUNTY SIGNATURE 	11.J. DATE SIGNED 6/30/23	11.K. U.S. FOREST SERVICE SIGNATURE JAMES ALFORD Digitally signed by JAMES ALFORD Date: 2023.07.06 08:54:43 -06'00' (Signature of Signatory Official)	11.L. DATE SIGNED
11.M. NAME (type or print): CHARLENE WEBB.	11.N. NAME (type or print): JAMES ALFORD		
11.O. TITLE (type or print): County Manager	11.P. TITLE (type or print): Special Agent in Charge		



USDA Forest Service

OMB 0596-0217  
FS-1500-19

## 12. G&A REVIEW

12.A. The authority and format of this modification have been reviewed and approved for signature by:

**LINSEY KNIGHT**

Digitally signed by LINSEY

KNIGHT

Date: 2023.06.29 11:04:20 -04'00'

**LINSEY KNIGHT**

U.S. Forest Service Grants Management Specialist

12.B. DATE  
SIGNED

### Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

FS Agreement No. 23-LE-11030600-064

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT OPERATING & FINANCIAL PLAN**  
Between The  
**COUNTY OF GRANT**  
And the  
**USDA, FOREST SERVICE**  
**GILA NATIONAL FOREST**

**OPERATING AND FINANCIAL PLAN**

This Financial and Operating Plan (Operating Plan), is hereby made and entered into by and between the Grant County Sheriff's Department, hereinafter referred to as "Cooperator," and the United States Department of Agriculture (USDA), Forest Service, Gila National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #23-LE-11030600-064. This Operating and Financial Plan is made and agreed to as of the last signature date on the FS-1500-19 Modification 001 form and is effective through December 31, 2027, unless modified during the annual review.

**I. GENERAL:**

A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Raul Villanueva, Sheriff 1400 Highway 180 East Silver City, NM 88061 Telephone: 575-574-0101 FAX: 575-574-0150 Email: rvillanueva@grantcountynm.gov	Cindy Campos, Administrative Assistant 1400 Highway 180 East Silver City, NM 88061 Telephone: 575-574-0140 FAX: 575-574-0150 Email: ccampos@grantcountynm.gov

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
DeWayne Ross, Patrol Captain 3005 E. Camino Del Bosque Silver City, NM 88061 Telephone: 575-388-8269 FAX: 575-388-8425 Email: <a href="mailto:dewayne.ross@usda.gov">dewayne.ross@usda.gov</a>	Paula Holguin, Program Assistant 3005 E. Camino Del Bosque Silver City, NM 88061 Telephone: 575-388-8399 FAX: 575-388-8425 Email: <a href="mailto:paula.holguin@usda.gov">paula.holguin@usda.gov</a>

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

Mileage will be reimbursed at \$0.43/mile.

Wages (salaries + fringe benefits) will be reimbursed up to \$30.00/hour.

**II. PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both Cooperator and the U.S. Forest Service. Ample time will be spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Provide daily patrol logs for each Deputy that patrols for the U.S. Forest Service to be submitted with each reimbursement request.
2. Patrol on following U.S. Forest Service roads:

Any and all National Forest Roads within Grant County, NM

3. Patrol in the following campgrounds, developed sites, or dispersed areas:

Assign a regularly scheduled deputy(s) to patrol the Silver City, Glenwood, and Wilderness Ranger Districts of the Gila National Forest with the primary assignments to patrol Little Walnut Day-use Area, Gila Cliff Dwellings, Upper Mimbres, Black Range, Upper Gila River, Turkey Creek, Leopold Vista, Cherry Creek, McMillan Campground, Fire Cache and Tanker Base areas. Assignments to patrol recreation areas and dispersed areas will be on weekends with special emphasis on National Holiday weekends for the period of May 1 through September 20th. Patrol emphasis should be after 3:00PM to 12:00AM. High priority should be given to patrolling Leopold Vista, Little Walnut, Gila Cliff Dwellings, Fire Cache and Tanker Base areas.



The assigned deputy(s) will assist U.S. Forest Service Officers with other resource-related law enforcement issues on the Gila National Forest within Grant County, NM.

Provide radio communications (dispatch) for U.S. Forest Service Law Enforcement Officers when needed. The Sheriff's Department dispatcher will be notified when law enforcement officers are in service and when they go out of service.

For official law enforcement use only, provide record of information related to motor vehicle registration, driver's license information, wanted persons inquiries, and investigative information where the U.S. Forest Service is the party of interest.

Provide suitable vehicles for assignment to deputies on patrol.

Maintain interagency communications by means of informal meetings with the Sheriff's Department, Gila National Forest Law Enforcement Officers, and district personnel for the purpose of exchanging mutually benefiting information.

Provide 24-hour dispatch services for U.S. Forest Service law enforcement activities. Dispatch additional deputies within manpower constraints for unforeseen or emergency situations upon the request of the U.S. Forest Service.

Total reimbursement for this category shall not exceed the amount of: \$11,000.00.

### **III. TRAINING:**

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00.

### **IV. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$2,000.00.

### **V. SPECIAL ENFORCEMENT SITUATIONS:**

- A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.



B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Operating Plan. The designated representative will then notify whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Operating Plan.

1. **Drug Enforcement:** This will be handled on a case-by-case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.
2. **Fire Emergency:** During emergency fire suppression situations and upon request by the U.S. Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the U.S. Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

**When requested by the U.S. Forest Service, initial response to wildfires by the Cooperator will not be reimbursed for the first 24 hours of support. If during the first 24 hours of wildfire support, the Incident Commander and/or Patrol Captain requests continued support past the initial 24 hours, then a resource order will be requested and all time, including the initial response time, will be reimbursed. This 24-hour initial support time does not include travel time to and from the wildfire incident.**

**All requests to provide additional law enforcement support on National Forest System lands during extreme fire conditions will become effective and reimbursable only when the U.S. Forest Service specifically requests assistance through the Forest Dispatch or Expanded Dispatch Office, a Resource Order Number is provided, and the County Dispatch Office is notified of the request. Initial attack responses without a Resource Order by the U.S. Forest Service are not reimbursable.**

Upon request and concurrence by and between both Parties:

**The Sheriff's Department shall:**

- a. Provide the U.S. Forest Service fully equipped Sheriff's Deputies who meet the standards of training as listed in the Cooperative Law Enforcement Agreement, Provisions II-B, including appropriate vehicle(s), in numbers requested by the U.S. Forest Service to provide law enforcement for fire severity or fire suppression situations. These duties are above and beyond the customary duties that are routinely provided by the Sheriff's Office and will be covered under Special Enforcement Situations. The Sheriff's Deputies will continue to work under the direction and supervision of the Sheriff's Department. The Sheriff's Deputies will coordinate their patrol activities with the U.S. Forest Service Patrol Captain, or their designee, while assigned to each specific fire severity or fire suppression patrol area and coordinate their activities with the Incident Commander while assigned to each specific wildland fire severity or fire suppression situation. All Deputies assigned to a wildland fire severity or fire suppression situation are required to follow Check-in and Demobilization procedures.
- b. Assign Sheriff's Deputies requested by the U.S. Forest Service for fire severity or fire suppression situation patrols and law enforcement.
- c. Furnish itemized statement of expenditure to the U.S. Forest Service for the fire severity or fire suppression situation services requested by the U.S. Forest Service to the address below:

DeWayne Ross, Patrol Captain  
U.S. Forest Service, LEI  
Southern New Mexico Zone  
3005 E. Camino del Bosque  
Silver City, NM 88061  
Email: [dewayne.ross@usda.gov](mailto:dewayne.ross@usda.gov)

The Patrol Captain will review and approve the invoice and forward the invoice and supporting documentation to Incident Finance for payment.

Billing requests will include the following information:

- Cooperator Name, address, phone number and Agency Financial Contact
- Invoice or Bill Number
- Resource Order Number(s)
- Appropriate Incident Number (State Code or U.S. Forest Service P-code and Override)
- Cooperative Law Enforcement Agreement Number
- Dates of the Incident covered by the billing
- Location and Jurisdictional Unit of the Incident
- Summary cost data for the amount being billed\*



\*Use incident-generated cost reports generated by the Agency to support the billing whenever possible. Summary cost data may include, but not limited to, a list of personnel expenses including base, overtime and travel and a listing by vendor name and amount spent for supplies and services procured.

**The U.S. Forest Service shall:**

- a. Relay requests to the Sheriff's Department to provide fully equipped Sheriff's Deputies, including vehicles, through the U.S. Forest Service Dispatch or Expanded Dispatch Office to the County Dispatch Office, including specific information on number of Deputies needed, tour, location, expected length of duty, authorization for overtime expenditures, and fire severity (S-code) or fire suppression (P-code) for billing. A Resource Order number must be issued by the U.S. Forest Service to support each request. The Resource Order number will be provided to the Sheriff's Office by the U.S. Forest Service Dispatcher.
- b. Post each Deputy's time and vehicle mileage to a Fire Time Report (Optional Form 288) to provide documentation to support payment of each itemized statement of expenditures provided by the Sheriff's Department.
- c. Reimburse the Sheriff's Department for requested fire severity or fire suppression special enforcement situation services that are provided and covered under this Section, at the prevailing rates as per Section I, Paragraph B, of the current Operating Plan.

3. Group Gatherings: This includes but is not limited to situations which are normally unanticipated, or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a U.S. Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated, or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

**VI. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. Billing frequency is as follows: QUARTERLY – Final Bill shall be submitted within 30 days after the close of the calendar year.



B. The following is a breakdown of the total estimated costs associated with this Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$11,000.00	N/A
Training	0.00	N/A
Equipment	\$2,000.00	N/A
Special Enforcement Situations	0.00	N/A
<b>Total</b>	<b>\$13,000.00</b>	<b>N/A</b>

C. Any remaining funding in this Operating Plan may be carried forward to the next calendar year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. *See Cooperative Law Enforcement Agreement Provision IV-C.*

FS Agreement No. 24-MU-11030600-017

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
Between The  
**COUNTY OF GRANT**  
And The  
**USDA, FOREST SERVICE**  
**SOUTHWESTERN REGION, GILA NATIONAL FOREST**  
**LAW ENFORCEMENT AND INVESTIGATIONS**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into by and between the County of Grant, hereinafter referred to as "GCSD," and the United States Department of Agriculture (USDA), Forest Service, Southwestern Region, Gila National Forest, Law Enforcement and Investigations, hereinafter referred to as the "U.S. Forest Service."

Background: The purpose of this Memorandum of Understanding (MOU) is to establish a general framework for cooperation between the U.S. Forest Service and GCSD. The U.S. Forest Service and GCSD propose to work together to further the mutual law enforcement interest of the aforementioned agencies. Both the U.S. Forest Service and GCSD have determined that where a specific need for law enforcement assistance and investigative support has been identified or where initial law enforcement action for a violation in progress exists, it shall be beneficial, economical, advantageous, and in the best interests of the public to deputize U.S. Forest Service Law Enforcement Officers for the purpose of enforcing the laws under the jurisdiction of GCSD.

Title: U.S. Forest Service Law Enforcement Officer's Deputization by the Grant County Sheriff's Department

**I. PURPOSE:** The purpose of this MOU is to document the cooperation between the parties to establish a continuous general framework for law enforcement procedures and relationships in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

U.S. Forest Service Law Enforcement Officers shall have law enforcement authority to conduct initial law enforcement actions within the Grant County jurisdiction.

The GCSD, by conferring their law enforcement authorities to U.S. Forest Service Law Enforcement Officers have determined that such conferral will increase protection of the public and property and is beneficial, economical and advantageous to the public interest.



In consideration of the above premises, the parties agree as follows: that deputation of U.S. Forest Service Law Enforcement Officers will increase protection of the public and property and is beneficial, economical and advantageous to the public interest. Execution of this MOU shall be the agreement which confers the specific deputation of state or county authority unless provided for by a different method, pursuant to Title 16 United States Code, Sections 551a, 553, 559d(5), 559g(c) and New Mexico Revised Statutes. This authority includes initiating law enforcement action including the issuance of state citations or written warnings, making arrests, or any other by a deputized U.S. Forest Service Law Enforcement Officer for violations in progress until relieved by the GCSD.

In consideration of the above premises, the parties agree as follows:

**III. GCSD SHALL:**

- A. As appropriate and mutually agreed to confer full law enforcement authority upon the U.S. Forest Service Law Enforcement Officers to perform unplanned initial law enforcement actions within their jurisdiction.
- B. As appropriate and mutually agreed to make available any required training to the U.S. Forest Service Law Enforcement Officers.
- C. As mutually agreed to enter into specific agreements with the U.S. Forest Service to accomplish mutually agreed upon planned work projects.

**IV. THE U.S. FOREST SERVICE SHALL:**

- A. As appropriate and mutually agreed to report all law enforcement actions taken pursuant to this MOU in a timely manner, follow the correct procedures, and submit the required documentation on the correct form(s) to the GCSD.
- B. As appropriate and mutually agreed to submit a list annually of Federal officers who will be deputized that year.
- C. As appropriate and mutually agreed to, request for deputy commission in writing to the Sheriff, include information regarding the officers' full name, physical description, social security number, address and date of birth. This information will be encrypted prior to sending or receiving in order to follow the Personal Identifiable Information (PII) guidelines due to the sensitive information contained therein.
- D. As appropriate and mutually agreed to, submit evidence that the officer/agent has been certified as a Federal Law Enforcement officer and is authorized by Federal law to enforce Federal laws, carry firearms, make arrests, and serve warrants.



E. As appropriate and mutually agreed to enter into specific agreements with the GCSD to accomplish mutually agreed upon planned work projects.

**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

A. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

Cooperator Program Contact	Cooperator Administrative Contact
Name: Raul Villanueva, Sheriff Address: 1400 Highway 180 East City, State, Zip: Silver City, NM 88061 Telephone: (575) 574-0101/ 575-495-4052 FAX: (575) 574-0150 Email: <a href="mailto:rvillanueva@grantcountynm.gov">rvillanueva@grantcountynm.gov</a>	Name: Cindy Campos, Administrative Assistant Address: 1400 Highway 180 East City, State, Zip: Silver City, NM 88061 Telephone: (575) 574-0140 FAX: (575) 574-0150 Email: <a href="mailto:ccampos@grantcountynm.gov">ccampos@grantcountynm.gov</a>

**Principal U.S. Forest Service Contacts:**

U.S. Forest Service Program Manager Contact	U.S. Forest Service Administrative Contact
Name: DeWayne Ross, Patrol Captain Address: 3005 E Camino Del Bosque City, State, Zip: Silver City, NM 88061 Telephone: (575) 388-8269 FAX: (575) 388-8425 Email: <a href="mailto:dewayne.ross@usda.gov">dewayne.ross@usda.gov</a>	Name: Paula Holguin, Program Support Assistant Address: 3005 E Camino Del Bosque City, State, Zip: Silver City, NM 88061 Telephone: (575) 388-8399 FAX: (575) 388-8425 Email: <a href="mailto:paula.holguin@usda.gov">paula.holguin@usda.gov</a>

B. **ASSURANCE REGARDING FELONY CONVICTION OR TAX DELINQUENT STATUS FOR CORPORATE ENTITIES.** This agreement is subject to the provisions contained in the Department of Interior, Environment, and Related Agencies Appropriations Act, 2012, P.L. No. 112-74, Division E, Section 433 and 434 regarding corporate felony convictions and corporate federal tax delinquencies. Accordingly, by entering into this agreement GCSD acknowledges that it: 1) does not have a tax delinquency, meaning that it is not subject to any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, and (2) has not been convicted (or had an officer or agent acting on its behalf convicted) of a felony criminal violation under any Federal law within 24 months preceding the agreement, unless a



suspending and debarring official of the USDA has considered suspension or debarment is not necessary to protect the interests of the Government. If GCSD fails to comply with these provisions, the U.S. Forest Service will annul this agreement and may recover any funds GCSD has expended in violation of sections 433 and 434.

C. **NOTICES**. Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or GCSD is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To GCSD, at GCSD's address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

D. **PARTICIPATION IN SIMILAR ACTIVITIES**. This MOU in no way restricts the U.S. Forest Service or GCSD from participating in similar activities with other public or private agencies, organizations, and individuals.

E. **ENDORSEMENT**. Any of GCSD's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of GCSD's products or activities.

F. **NONBINDING AGREEMENT**. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any Forest Service



obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law.

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

G. **USE OF U.S. FOREST SERVICE INSIGNIA.** In order for GCSD to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.

H. **MEMBERS OF U.S. CONGRESS.** Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.

I. **FREEDOM OF INFORMATION ACT (FOIA).** Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).

J. **TEXT MESSAGING WHILE DRIVING.** In accordance with Executive Order (EO) 13513, "Federal Leadership on Reducing Text Messaging While Driving," any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.

M. **PUBLIC NOTICES.** It is the U.S. Forest Service's policy to inform the public as fully as possible of its programs and activities. GCSD is/are encouraged to give public notice of the receipt of this agreement and, from time to time, to announce progress and accomplishments. Press releases or other public notices should include a statement substantially as follows:

"Southwestern Region, Law Enforcement and Investigations of the U.S. Forest Service, Department of Agriculture, in cooperation with Grant County Sheriff's Office."



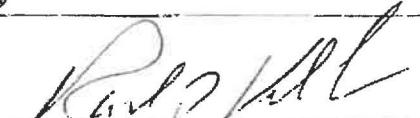
GCSD may call on the U.S. Forest Service's Office of Communication for advice regarding public notices. GCSD is/are requested to provide copies of notices or announcements to the U.S. Forest Service Program Manager and to The U.S. Forest Service's Office of Communications as far in advance of release as possible.

- N. **TERMINATION**. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- O. **DEBARMENT AND SUSPENSION**. GCSD shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should GCSD or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- P. **MODIFICATIONS**. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Q. **COMMENCEMENT/EXPIRATION DATE**. This MOU is executed as of the date of the last signature and is effective through five (5) years from date of last signature, at which time it will expire.
- R. **AUTHORIZED REPRESENTATIVES**. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

In witness whereof, the parties hereto have executed this MOU as of the last date written below.

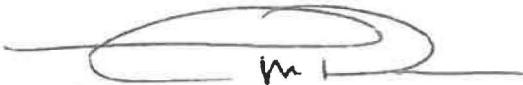


USDA, Forest Service

OMB 0596-0217  
FS-1500-15  
RAUL VILLANUEVA, SHERIFF  
Grant County Sheriff's Office

10/1/2023

Date

  
, County Commissioner  
County of Grant

12/14/2023

Date

**JAMES ALFORD** Digitally signed by JAMES ALFORD  
Date: 2023.12.29 08:23:34 -07'00'

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**JAMES ALFORD**, Special Agent in Charge, Date  
U.S. Forest Service, Southwestern Region**Bret S. Ruff** Digitally signed by Bret S. Ruff  
Date: 2024.01.03 09:56:48 -07'00'

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**CAMILLE HOWES**, Forest Supervisor Date  
U.S. Forest Service, Gila National Forest

The authority and format of this agreement have been reviewed and approved for signature.

**TAMMI BANKS** Digitally signed by TAMMI BANKS  
Date: 2023.12.27 12:02:11 -07'00'

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**TAMMI BANKS (24-MU-11030600-017)** Date  
U.S. Forest Service Grants Management Specialist**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



## Local Commitment

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**From** Charlene Webb <cwebb@grantcountynm.gov>

**Date** Thu 9/11/2025 3:19 PM

**To** Randy Hernandez <rfernandez@silvercitynm.gov>; Alex Brown <abrown@silvercitynm.gov>

**Cc** Andrea Montoya <amontoya@grantcountynm.gov>

Good Afternoon,

The Commission approved \$75,000 local commitment for Senior Services this morning.

We will send you the commitment document asap.

Thank you,

Charlene

***Charlene Webb***

County Manager

Office: 575-574-0008

Cell: 575-574-8675

Fax: 575-574-0073



*Confidentiality Notice: This e-mail, including all attachments is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this message.*

## **IX. County Reports**

- f. September Reports from the following areas: Airport - Rebekah Wenger, Airport Manager; Emergency Management - Scot Fuller, Emergency Manager; Detention Center - Joseph Andazola, Detention Administrator; Fire Management - Roger Groves, Fire Chief; Finance - Andrea Montoya, Deputy Manager; Planning & Capital Projects - Joseph Holguin, Director; Public Works - Jason Lockett, Director; and Road Department - Mike Rocko, Director

## **X. Consent Agenda**

- g. Approval of Board of County Commissioners Minutes for August 12, 2025, Work Session; August 14, 2025, Regular Meeting; and August 28, 2025, 2nd Regular Meeting
- h. Expenditure Report
- i. Indigent Claims including Indigent Burial for September 2025
- j. NM Health Care Authority Safety Net Care Pool FY 2026 Quarter 1 Payment

## **XI. New Business**

- k. Certificate of Property Tax Rates in Mills TY2025
- l. Local Commitment for Senior Services *(TOWN of SC - \$75,000 → BAR)*
- m. Approval of Quote #250808-C CES Contract #2023-16-C114-ALL Repair and Resurface Tennis/Pickleball Courts at the Gila Community Center in the amount of \$98,540.66 *- \$98,540.66 Approved -*
- n. Approval of DARE funding for FY 26 *- Approved \$12,500.00*
- o. Approval to request addition to the Opioid Remediation Collaborative as a participating entity
- p. Approval to Award Bid for Ridge Road Improvements Phase I and Authorize Grant County Manager to Execute Contract
- q. Acknowledgment of FY26 Final Budget by NM Department of Finance

## **XII. Resolutions**

- r. R-25-58 Budget Adjustment Request (BAR)

## **XIII. Recess as the Grant County Board of Commissioners and Convene as the Grant County Board of Finance**

- s. County Investments Presentation - Patrick Cohn, Grant County Treasurer

**Office Of The Grant County Commissioners**

1400 Highway 180 East, Silver City, NM 88061-7837 • P.O. Box 898, Silver City, NM 88062-0898  
Telephone: (575) 574-0008 Fax (575) 574-0073

# GRANT COUNTY

**CHRIS M. PONCE**  
*Commissioner, District 1*

**ELOY H. MEDINA**  
*Commissioner, District 2*

**NANCY STEPHENS**  
*Commissioner, District 3*



**EDDIE M. FLORES**  
*Commissioner, District 4*

**THOMAS L. SHELLEY**  
*Commissioner, District 5*

**CHARLENE WEBB**  
*County Manager*

## MEMORANDUM

Date: September 3, 2025  
  
To: Board of County Commissioners  
  
From: Vanessa Barahona, Procurement Officer  
  
Re: Bid Award – Southwest Paving & Concrete, Inc.

---

### Bid information

On August 26, 2025, Bohannan Huston received two bids for Ridge Road Improvements Phase I. The goal was to find a company that can provide road improvement services.

### Bid Recommendation:

On August 27, 2025, Bohannan reviewed and evaluated bids submitted by Southwest Paving & Concrete and Mountain States Contractors, Inc. It is the recommendation that the contract be awarded to Southwest Paving & Concrete, Inc.

Attached is the copy of the letter provided by Bohannan Huston with bid evaluation comments and results.

### Board Action:

Award

Meeting Date: \_\_\_\_\_

Reject

**Office of the Grant County Commissioners**  
1400 Highway 100 East, Silver City, NM 88061-7837 • P. O. Box 893, Silver City, NM  
82053-0893 Telephone: (575) 574-0008 Fax: (575) 574-0073

August 27, 2025

Joseph Holguin  
Planning & Capital Projects Director  
Grant County  
1400 Highway 180 East  
Silver City, NM 88062

Re: Ridge Road Improvements Phase I

Dear Mr. Holguin:

Bids were received and opened, via virtual meeting for the above-referenced project on August 26, 2025, at 11:00 a.m. Two bids were received. The following is a summary of the bids received and the Engineer's Estimate:

Contractor	Base Bid	Total excluding NMGRT
<i>Engineer's Estimate</i>	\$2,030,672.00	\$2,158,858.17
Southwest Paving & Concrete, Inc	\$1,830,433.50	\$1,945,979.61
Mountain States Constructors, Inc	\$1,945,384.10	\$2,068,186.47

*Note: A tabulation of bids and the Engineer's cost estimate are attached.*

Two Bids were received from **Southwest Paving & Concrete** and **Mountain States Constructors, Inc.** The bids were reviewed and evaluated for any errors or omissions.

As a result of the bid evaluation, the apparent low bidder for the project is **Southwest Paving & Concrete, Inc.** We have reviewed the documents provided with **Southwest Paving & Concrete, Inc.** submitted bid that included the following:

- The Bid Proposal was signed by Joseph Wiseman, Vice President, of **Southwest Paving & Concrete, Inc.**, an individual duly authorized to bind the company.
- **Southwest Paving & Concrete, Inc.** is a licensed contractor in the State of New Mexico, License No. 53355, License Classification GA98, and GF98.
- We have verified this information with PSI License Management (<http://public.psiexams.com/search.jsp>).
- The New Mexico Department of Workforce Solutions listed a Registration No. of 1954720110720 for this company:  
(<https://www.dws.state.nm.us/pwaa/LRDEmployer/PW/Search/LEFSearch.ASPX>)

Along with the signed Bid Proposal form, **Southwest Paving & Concrete, Inc.** submitted the following:

- Bid Bond in the amount of 5 percent of the Bid with Power of Attorney. The surety for the Bid Bond is Amerisure Mutual Insurance Company, Inc. (NAIC #23396) who is listed on Federal Circular 570 and licensed to do business in the State of New Mexico to an underwriter's limit of \$93,196,000. We have verified this information with the U.S. Department of the Treasury's Listing of Sureties Approved to Conduct Business in the State of New Mexico:  
([https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570\\_a-z.htm#f](https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm#f)).
- List of Proposed Subcontractors
- List of proposed Suppliers
- Evidence of authority to do business in the state of the Project.
- Evidence of Bidder's State Contractor's License
- Bidder Qualification Statement with supporting data
- Non-Collusion Affidavit
- Campaign Contributions

Based on the information submitted, **Southwest Paving & Concrete, Inc.** submitted a responsive, responsible bid for a total of **\$1,830,433.50 excluding NMGRT**. We therefore recommend, if a Contract for this work is awarded based on available funding, be awarded to **Southwest Paving & Concrete, Inc.** in the amount of **\$1,945,979.61 Including NMGRT**.

If you should have any questions regarding this information, please so not hesitate to call.

Sincerely,

 Digitally signed by VERNON  
RACEHORSE  
DN: C=US, E=vracehorse@bhinc.com,  
O=BRUNN HUSTON,  
OU=TRAFFIC AND  
TRANSPORTATION, CN=VERNON  
RACEHORSE  
Date: 2025.08.29 08:51:55-06'00'

Vernon Racehorse, PE

CC: Project File

## RIDGE ROAD IMPROVEMENTS PHASE 1

## Bid Tabulation

Project #: 20250462  
Date: 8/26/2025

RIDGE ROAD IMPROVEMENTS PHASE 1					ENGINEERS ESTIMATE		SOUTHWEST CONCRETE		MOUNTAIN STATES CONSTRUCTION, INC.	
BID ITEM NO.	SPEC NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE	UNIT PRICE	TOTAL PRICE
BASE BID										
1	201000	CLEARING AND GRUBBING	LS	1	15,000.00	\$15,000.00	\$20,000.00	\$20,000.00	\$27,500.00	\$27,500.00
2	203000	UNCLASSIFIED EXCAVATION	CY	1,000	12.00	\$12,000.00	\$20.00	\$20,000.00	\$13.50	\$13,500.00
3	203100	BORROW	CY	3,800	45.00	\$171,000.00	\$40.00	\$152,000.00	\$33.50	\$127,300.00
4	203211	UNSTABLE SUBGRADE STABILIZATION	SY	3300	12.00	\$39,600.00	\$2.80	\$9,240.00	\$33.50	\$110,550.00
5	207000	SUBGRADE PREPARATION	SY	22,250	2.00	\$44,500.00	\$2.80	\$62,300.00	\$3.65	\$81,112.50
6	303000	BASE COURSE	TON	7,370	30.00	\$221,100.00	\$37.00	\$272,690.00	\$33.00	\$243,210.00
7	405000	DETOUR PAVEMENT CONSTRUCTION	SY	550	60.00	\$33,000.00	\$46.00	\$25,300.00	\$72.00	\$39,600.00
8	407000	ASPHALT MATERIAL FOR TACK COAT	TON	8	1,200.00	\$9,600.00	\$1,000.00	\$8,000.00	\$728.00	\$5,824.00
9	408100	PRIME COAT MATERIAL	TON	38	1,100.00	\$41,800.00	\$850.00	\$32,300.00	\$676.00	\$25,588.00
10	416104	MINOR PAVING TYPE I, HMA SP-IV	TON	4540	160.00	\$726,400.00	\$137.00	\$621,980.00	\$134.00	\$608,360.00
11	570012	12" CULVERT PIPE	LF	154	125.00	\$19,250.00	\$150.00	\$23,100.00	\$100.00	\$15,400.00
12	570013	12" CULVERT PIPE END SECTION	EACH	10	1,000.00	\$10,000.00	\$750.00	\$7,500.00	\$406.00	\$4,060.00
13	570018	18" CULVERT PIPE	LF	66	140.00	\$9,240.00	\$195.00	\$12,870.00	\$124.00	\$8,184.00
14	570019	18" CULVERT PIPE END SECTION	EACH	4	1,100.00	\$4,400.00	\$1,000.00	\$4,000.00	\$557.60	\$2,228.00
15	601000	REMOVAL OF STRUCTURES AND OBSTRUCTIONS	LS	1	9,000.00	\$9,000.00	\$6,000.00	\$6,000.00	\$5,460.00	\$3,460.00
16	601110	REMOVAL OF SURFACING	SY	10400	10.00	\$104,000.00	\$3.00	\$31,200.00	\$4.00	\$41,600.00
17	602020	RIPRAP CLASS C	CY	15	200.00	\$3,000.00	\$350.00	\$5,250.00	\$215.00	\$3,225.00
18	603150	SOIL RETENTION BLANKET	SY	15	2,500.00	\$37,500.00	\$250.00	\$3,750.00	\$65.00	\$1975.00
19	603262	COMPOSTED MULCH SOCKS	LF	1400	5.00	\$7,000.00	\$8.00	\$11,200.00	\$5.00	\$7,000.00
20	603281	SWPPP PLAN PREPARATION AND MAINTENANCE	LS	1	2,500.00	\$2,500.00	\$3,500.00	\$3,500.00	\$11,000.00	\$11,000.00
21	607200	REMOVE AND REBUILD BARBED WIRE FENCE	LF	292	30.00	\$8,760.00	\$14.00	\$4,088.00	\$16.00	\$4,572.00
22	618000	TRAFFIC CONTROL MANAGEMENT	LS	1	50,000.00	\$50,000.00	\$90,000.00	\$90,000.00	\$110,000.00	\$110,000.00
23	621000	MOBILIZATION	LS	1	168,277.00	\$168,277.00	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00
24	632000	CLASS A SEEDING	ACRE	2	11,250.00	\$22,500.00	\$11,000.00	\$22,000.00	\$14,000.00	\$28,000.00
25	663850	WATER VALVE ADJUSTMENT	EACH	3	1,500.00	\$4,500.00	\$815.00	\$2,445.00	\$1,500.00	\$4,500.00
26	663865	ADJUST WATER METER TO GRADE	EACH	1	10,000.00	\$10,000.00	\$600.00	\$600.00	\$2,600.00	\$2,600.00
27	667110	MAILBOX INSTALLATION-SINGLE	EACH	2	750.00	\$1,500.00	\$417.00	\$834.00	\$650.00	\$1,300.00
28	701000	PANEL SIGNS	SF	100	30.00	\$3,000.00	\$27.50	\$2,750.00	\$72.00	\$7,200.00
29	701100	STEEL POST AND BASE POST FOR ALUMINUM PANEL SIGNS	LF	230	17.00	\$3,910.00	\$19.00	\$4,370.00	\$35.00	\$8,050.00
30	702000	CONSTRUCTION SIGNING	SF	390	16.00	\$6,240.00	\$12.00	\$4,680.00	\$16.00	\$8,240.00
31	702100	STEEL POSTS AND BASE POSTS FOR CONSTRUCTION SIGNING	LF	490	17.00	\$8,330.00	\$7.00	\$3,430.00	\$18.00	\$8,270.00
32	702110	PORTABLE SIGN SUPPORT	EACH	4	172.00	\$688.00	\$180.00	\$720.00	\$215.00	\$860.00
33	702238	BARRICADE, TYPE III-8'	EACH	26	250.00	\$6,500.00	\$230.00	\$5,980.00	\$250.00	\$6,500.00
34	702525	CHANNELIZATION DEVICES TYPE DRUM	EACH	90	65.00	\$5,850.00	\$52.00	\$4,680.00	\$72.00	\$6,480.00
35	703002	OBJECT MARKER TYPE 2	EACH	20	80.00	\$1,600.00	\$90.00	\$1,800.00	\$117.00	\$2,340.00
36	703400	1/10TH MILE DELINEATOR	EACH	16	50.00	\$800.00	\$80.00	\$1,280.00	\$117.00	\$1,872.00
37	704000	RETROREFLECTORIZED PAINTED MARKINGS 4"	LF	48530	0.40	\$19,412.00	\$0.35	\$16,985.50	\$0.42	\$20,382.60
38	704023	RETROREFLECTORIZED PAINTED MARKING LANE SYMBOL (BIKEWAY)	EACH	9	250.00	\$2,250.00	\$360.00	\$3,240.00	\$425.00	\$3,825.00
39	704099	TEMPORARY RETROREFLECTORIZED PAINTED MARKINGS 4"	LF	18300	0.30	\$5,490.00	\$0.40	\$7,320.00	\$0.42	\$7,586.00
40	710201	REMOVE AND RESET PULL BOX	EACH	2	700.00	\$1,400.00	\$260.00	\$520.00	\$10,400.00	\$20,800.00
41	721000	REMOVAL OF PAVEMENT MARKING	LF	9330	5.00	\$46,650.00	\$0.70	\$6,531.00	\$1.00	\$9,330.00
42	801000	CONSTRUCTION STAKING BY CONTRACTOR	LS	1	28,125.00	\$28,125.00	\$60,000.00	\$60,000.00	\$47,500.00	\$47,500.00
43	802000	POST CONSTRUCTION PLANS	LS	1	5,000.00	\$5,000.00	\$4,000.00	\$4,000.00	\$7,000.00	\$7,000.00
44	XXXXX	UTILITY LOCATION POTHOLING	ALW	1	70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00	\$70,000.00
45	XXXXX	QUALITY CONTROL TESTING	ALW	1	30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
		BASE BID ITEMS 1-45 SUBTOTAL				\$2,030,672.00		\$1,830,433.50		\$1,945,384.10
		NMGRT 6.3125%				\$128,186.17		\$115,546.11		\$122,802.37
		BASE BID PLUS NMGRT				\$2,158,858.17		\$1,945,979.61		\$2,068,186.47



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## Company Details

Company Name	SOUTHWEST CONCRETE AND PAVING, INC.	License Number	53355
Phone Number	5753881505	License Status	Active
Issue Date	05/06/1994	Expiry Date	05/31/2027
Volume	\$1000000.00 +		

## Principal Place of Business Address

PO BOX 2278

City SILVER CITY

State NM Zip Code 88062

## QP Details

Name	Certificate No	Classification	Attach Date	Status
<u>CHARLES E. HAMILTON</u>	25213840	GF98	05/04/1998	Attached
<u>CHARLES E. HAMILTON</u>	25246029	GA98	05/04/1998	Attached

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State of New Mexico  
DEPARTMENT OF HOMELAND SECURITY &  
EMERGENCY MANAGEMENT  
P.O. Box 27111  
Santa Fe, NM 87502  
SUB-RECIPIENT GRANT AGREEMENT  
HAZARD MITIGATION ASSISTANCE GRANTS  
CFDA 97.039: Hazard Mitigation Grant Program

1. SUB-GRANT NO.	2. SUB-RECIPIENT NAME		3. PROJECT NAME
DR-4652-0042-NM	Grant County		NM Public Warning System Improvement Project
4. STATE DFA VENDOR NUMBER	5. EIN NUMBER	6. SAM UEI NUMBER	7. CAGE CODE
54384	85-6000218	UKBZFNJDX3	3YFW2
8. SUB-RECIPIENT PHYSICAL ADDRESS	9. SUB-RECIPIENT REMIT ADDRESS		
1400 Hwy 180 E. Silver City, NM 88061	PO Box 898 Silver City, NM 88062		
10. DHSEM CONTACT NAME:	11. CONTACT DESK PHONE:		(225) 313-1774
Natalie West	CONTACT EMAIL ADDRESS:		DHSEM.mitigation@dhsem.nm.gov cc: Natalie.West@dhsem.nm.gov
12a. PERFORMANCE PERIOD START DATE	6.30.2025	12b. PERFORMANCE PERIOD END DATE	5.14.2028
13. TOTAL AWARD AMOUNT:	\$31,523.84		
13a. FEDERAL SHARE	13b. LOCAL SHARE	13c. STATE SHARE	
\$23,642.88	\$7,880.96	\$0.00	
14a. NAME OF PROJECT AWARD		14b. FEDERAL SHARE	14c. NON-FEDERAL SHARE
1 Contractual		\$23,642.88	\$7,880.96
TOTAL AMOUNT OF PROJECT		\$23,642.88	\$7,880.96

WHEREAS The State of New Mexico will serve as the "pass-through entity" with respect to the State's role in providing sub-awards and administering grant assistance provided to sub-recipients and may, subject to a Memorandum of Agreement, directly support project development and administration.

**WHEREAS** funding has been obligated from the Federal Emergency Management Agency pursuant to a request by the applicant, The Sub-Recipient, <<sub-recipient>>.

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

#### **ARTICLE 1: REQUIREMENTS AND ASSURANCES**

- A.** The sub-recipient hereby agrees that the performance period for the grant identified on Page 1, Box 1, is consistent with the performance period identified on Page 1, Box 12a. and 12b. This Sub-recipient Grant Agreement, as amended, shall remain open for administrative purposes if necessary to achieve final payment and financial reconciliation.
- B.** The sub-recipient hereby agrees that the sub-recipient official signing this Sub-recipient Grant Agreement certifies that all financial expenditures, including all supporting documents submitted for reimbursement, have been incurred by the sub-recipient and are eligible and allowable expenditures consistent with the guidelines for this award. The sub-recipient agrees to follow reasonable professional standards in all financial management and bookkeeping procedures necessary to carry out this agreement.
- C.** The sub-recipient hereby agrees that no member, officer, or employee of the sub-recipient organization, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year after that, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with this Sub-recipient Grant Agreement; the sub-recipient shall incorporate in all such contracts a provision prohibiting such interest pursuant to the purposes of this Sub-recipient Grant Agreement.
- D.** The sub-recipient hereby agrees that it understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express written approval of the State of New Mexico or FEMA.
- E.** The sub-recipient hereby agrees that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for federal government purposes: (1) the copyright in any work developed under this Sub-recipient Grant Agreement; and (2) any rights of copyright to which the sub-recipient purchases ownership with federal support. The sub-recipient agrees to consult with FEMA through NMDHSEM regarding allocating any patent rights that arise from or are purchased with this funding.
- F.** The sub-recipient hereby agrees that signatures of the sub-recipient officials on this Sub-recipient Grant Agreement attest to the sub-recipient's understanding, acceptance, and compliance with Lobbying, Debarment, Suspension, and Other Responsibility Matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds will be used to supplement existing sub-recipient funding to augment program activities and not replace those funds which have been appropriated in the budget for the same purpose.
- G.** The sub-recipient hereby agrees that their accounting system allows for the separation of fund

sources. Funding provided under this Sub-recipient Grant Agreement cannot be commingled with funds from other federal, state, or local agencies, and each project must be accounted for separately.

- H. The sub-recipient hereby agrees that it shall comply with applicable Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. The sub-recipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13379 Individuals with Disabilities in Emergency Preparedness, requires the government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- I. The sub-recipient hereby certifies that for its employees, it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) if not exempted by the Federal Government or New Mexico rule or statute. An EEOP is not required for sub-recipients of less than \$25,000 or fewer than 50 employees.
- J. The sub-recipient hereby certifies that its employees are eligible to work in the United States as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- K. The sub-recipient hereby agrees that it is the responsibility of the sub-recipient to fully understand and comply with the requirements of the following, where such requirements apply to the sub-recipient set forth in:
  - 1. 2 C.F.R. § 200: Code of Federal Regulations
  - 2. 44 C.F.R. parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, 221, 44 C.F.R. Part 209, 2 C.F.R. Part 200 and any other applicable FEMA policy memoranda and guidance documents
  - 3. FEMA Hazard Mitigation Assistance Program and Policy Guide
  - 4. New Mexico State Procurement Code  
New Mexico Administrative Code Title 2 – Public Finance <https://www.srca.nm.gov/nmac-home/nmac-titles/title-2-public-finance/>

## ARTICLE 2: REIMBURSEMENT OF FUNDS

The NMDHSEM will apply the following procedures for making payments to sub-recipients:

- A. **Payment of Funds, General:** Once FEMA has obligated funds and NMDHSEM has budgeted and encumbered those funds, the Cabinet Secretary is authorized to advance funds, as permissible, and to consider requests for payments for progress and completion based on proper review and approvals, in accordance with the sub-grant agreement or amendment as described below. Review and audit of expending and accounting of federal awards and state funds will be conducted to ensure records, reports, and documentation for compliance and tracing of funds are accounted for; 2 C.F.R. §§ 200.302(b)(6), 200.305(a). The State Department of Finance and Administration (DFA) may require additional supporting data and documents prior to disbursement of funds.
- B. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and timely submission of Financial and Performance Progress Reports. Reimbursement of expenditures shall be requested quarterly or monthly if need be for expenditures within the performance period. A minimum of 25% (of the total project cost) in the non-federal match must be included on each request for reimbursement. All expenditures must be supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets

with name/rate/hours and certified, breakdown of expenditures based on FEMA approved budget, warrants, a brief description of work done, required deliverables, etc.). Request for reimbursement will not be processed if quarterly financial or performance reports are delinquent. The final payment of 15% will not be made until DHSEM verifies that all activities are complete. All payments shall be made on an actual cost reimbursement basis.

- C. Contracts:** All requests for proposals/bids, sole-source procurements, single vendor responses to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. The relevant contract must accompany requests for reimbursement for contractual services.
- D. Local Match:** Local matching funds must clearly support the source, the amount, and the timing of all matching contributions. When requesting reimbursement, the match percentage must be shown on each invoice. Copies of proof of payment, invoices, receipts, purchase orders, timesheets with name/wage/hours, cost allocation, general ledger, warrants, etc., must be submitted as a backup for the match.
- E. Non-reimbursable Expenses:**
  - Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and any procurement documentation not pre-approved by DHSEM.
  - Training and related travel costs not pre-approved by DHSEM.
  - Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
  - Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
  - Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
  - Weapons and ammunition.
  - Entertainment and sporting events
  - Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, and personal phone calls.
  - Travel insurance, visa, and passport charges.
  - Lodging costs in excess of State per diem, as appropriate.
  - Lunch when travel is wholly within a single day.
  - Standalone working meals.
  - Bar charges, alcoholic beverages.
  - Finance, late fees, or interest charges.
  - Lobbying, political contributions, and legislative liaison activities.
  - Organized fundraising, including salaries of persons while engaged in these activities.
  - Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- F. Payment Conditions.** The sub-recipient must certify that in requesting and accepting a sub-grant payment, they have spent those funds on eligible expenditures; that the work performed was within the scope of work allowed for specific projects; and that all records pertinent to specific projects will be retained for at least the periods required under record retention regulation requirements from the closeout of the last project. The period of record retention for grant and financial data is three years if state funds are paid.
- G. Delays and Denial of Payment.** Reasons for delays in FEMA processing of payment requests include,

but are not limited to, the following:

- Vendor identification number is missing or incorrect;
- Disaster and project number is missing;
- Period of performance (POP) listed is incorrect;
- Service delivery dates do not agree with invoices or outside of contract period;
- Dollar amount on forms do not agree;
- Mathematical errors;
- Full address of sub-grantee is not included;
- Sub-recipient did not provide required back-up documentation; or

Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

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

**Sub-recipients can reduce the likelihood of delays in processing of payment requests by checking for accuracy prior to submission.**

### **ARTICLE 3: AUDITING AND REPORTING REQUIREMENTS**

**A. Quarterly Reports.** In accordance with 2 C.F.R. § 200.328, the Applicant shall submit quarterly reports to the NMDHSEM beginning with the first full quarter after the signature date on the Sub-recipient Grant Agreement. The NMDHSEM will provide sub-recipient a form for this report. Quarterly reports are due no later than the 15th of the month following the end of the quarter - January 15, April 15, July 15, and October 15.

In order that NMDHSEM may adequately evaluate the progress and status of each sub-grant, quarterly reports shall contain a description of the work accomplished to date, the methods and procedures used, the anticipated completion date, a summary of all project costs to date, and other such information as may be of assistance in its evaluation of the project.

Reports shall be sent to the Department of Homeland Security & Emergency Management, Recovery Unit, P.O. Box 27111, Santa Fe, NM 87502, or electronically to [DHSEM.mitigation@dhsem.nm.gov](mailto:DHSEM.mitigation@dhsem.nm.gov).

**B. Additional Reporting Requirements.** The sub-recipient must immediately report in writing to the NMDHSEM Mitigation Unit any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-recipient Grant Agreement. This extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project. Additional reporting and financial reconciliation requirements may also be requested at NMDHSEM and FEMA's request. Failure to comply with these requests may jeopardize funding and may be a breach of this Sub-recipient Grant Agreement.

**C. Enforcement.** The NMDHSEM may suspend drawdowns, impose other special conditions, or take other authorized action pursuant to 2 C.F.R. § 200.339 (Remedies for Noncompliance) if the sub-

recipient does not submit accurate and timely reports. This may include, among other things, the administrative closeout of a grant and/or any projects under a grant when the sub-recipient is not responsive to reasonable efforts NMDHSEM makes to collect required reports needed to complete closeout. Administrative closeout is a unilateral mechanism by NMDHSEM to move forward with project or grant closeout using available grant information in lieu of final reports. This can require NMDHSEM to make cash or cost adjustments and ineligible cost determinations, which may result in identifying a debt owed to FEMA and/or NMDHSEM.

**D. Financial Procedures.** The sub-recipient agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT / SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable New Mexico laws, rules and regulations. Further, sub-recipient must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. § 13.43, NMDHSEM may withhold or suspend payments under any grant award.

The sub-recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

**E. Authorizing Statute.** This award is made under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207) (Stafford Act), in accordance with 44 C.F.R. § 206.44.

All scopes of work and costs approved as a result of this Sub-recipient Grant Agreement, whether as estimates or final costs approved through subawards, PWs, or otherwise, will incorporate by reference the terms of this Sub-recipient Grant Agreement and must comply with applicable laws, regulations, policy, and guidance in accordance with this Sub-recipient Grant Agreement.

Pursuant to Executive Order 13858 Strengthening Buy-American Preferences for Infrastructure Projects, FEMA encourages recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in Public Assistance and HMGPR eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water, and power. Such preference must be consistent with the law, including cost and contracting requirements at 2 C.F.R. Part 200.

**F. Additional Terms and Conditions.** The following additional sub-grant agreement documents are fully incorporated into this Sub-recipient Grant Agreement and thereby constitute additional terms and conditions of this agreement.

- The Stafford Act, its implementing regulations contained in Title 44 of the C.F.R., and FEMA policy and guidance.
- Hazard Mitigation Assistance Guide (March 2023)
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Parts 200 and 3002.
- Attachment 1 United States Department of Homeland Security (USDHS) Standard Terms and Conditions (January 24, 2022) in effect on the date of the Declaration, which are

incorporated by reference into this Sub-recipient Grant Agreement

- Attachment 2 Reimbursement Checklist
- Attachment 3 Glossary and Definitions
- Attachment 4 Acronyms

#### ARTICLE 4: SCOPE OF WORK

A. As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C. § 5121 et seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. § 762), Grant County proposes to procure a contractor for a cloud-based, public alerting and residential safety software platform that can send geo-targeted urgent alerts to residents during emergencies, including missing persons, evacuations, severe weather, and boil water notices. This critical communications platform is essential for broadcasting emergency alerts and sending routine notifications that ensures fast, accurate and reliable emergency alerts and notifications are sent to the affected communities. Funds shall be utilized as outlined in the approved budget as awarded by FEMA on **June 30, 2025**. The Sub Recipient shall match the Federal Award Amount of **\$23,642.88** with a local jurisdictional amount of **\$7,880.96**, for a total project cost of **\$31,523.84**. All work performed pursuant to this agreement must comply with the approved FEMA application. All work must be completed within the performance period, between **June 30, 2025 – May 14, 2028**. Grant County shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds without recourse by Grant County.

B. Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub-Recipient must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation, and funds may be de-obligated and reallocated to other projects.

#### ARTICLE 5: PUBLICATIONS

A. Publications created with funding under this grant shall prominently contain the following statement or a DHSEM pre-approved modification: **This Document was prepared under a sub-grant from the FEDERAL EMERGENCY MANAGEMENT AGENCY and the NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Federal Emergency Management Agency and the New Mexico Department of Homeland Security and Emergency Management.**

#### ARTICLE 6: PERFORMANCE PERIODS

The performance period for this sub-grant award is **June 30, 2025 – May 14, 2028**. Further, all personnel-related grant activity must be completed between **June 30, 2025 – May 14, 2028**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. **All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the Final Progress and Financial Reports are due.**

#### ARTICLE 7: RECOVERY OF FUNDS FOR DUPLICATION OF BENEFITS AND INELIGIBLE ACTIVITIES

- A. Ineligible Activities.** The FEMA and/or NMDHSEM may disallow costs and recover funds based on the results of the audit or review during or after the performance of the award to ensure compliance with the terms of the Sub-recipient Grant Agreement and award document. The FEMA and/or NMDHSEM is required to recover funds when the sub-recipient has ineligible underruns (for example, actual costs for a PA large project are less than the amount awarded based on initial estimates); knowingly or negligently withholds or misrepresents material information; fails to complete work and comply with the terms of this Sub-recipient Grant Agreement or the approved award; expends federal funds in error; or incurs costs that are unreasonable or otherwise disallowed. If, after exhaustion of appeal rights, FEMA and/or NMDHSEM determines a debt is owed, the State has 30 days to resolve the amount owed before the debt is referred to the FEMA Finance Center for collection. The State may do so by directly paying FEMA. The State may also deposit the amount owed directly into the applicable subaccount in the U.S. Health and Human Services (HHS)/Smartlink and notify FEMA when it has reimbursed that subaccount, after which FEMA will deobligate that amount in the subaccount. Alternatively, the sub-recipient may request to substitute unallowable costs for other costs that are allowable (e.g., necessary, allocable, and reasonable under the same award and have not yet been reimbursed by FEMA).
- B. Duplication of Benefits.** In accordance with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act), duplication of benefits is prohibited. The NMDHSEM must take all actions necessary and reasonable to ensure that all who receive federal assistance are aware of their responsibility to repay federal assistance that is duplicated by amounts available from insurance or any other source for the same purpose. The FEMA and/or NMDHSEM may at any time, pre-award or post-award, adjust the level of funding provided to account for financial assistance provided from any other source for the same purpose as the federal assistance or to account for benefits available for the same purpose from another source, irrespective of whether they are actually received. The sub-recipient shall notify NMDHSEM, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, United States Department of Agriculture (USDA), and other Federal, State, and private funding. The amount of duplicate sources available shall reduce allowable costs. The sub-recipient shall be liable to NMDHSEM to the extent that the sub-recipient receives duplicate benefits from any other source for the same purposes for which the sub-recipient has received payment from the NMDHSEM.
- C. Cooperation.** The NMDHSEM agrees, on its behalf and on behalf of its political subdivisions and others that receive federal assistance, to cooperate with the Federal Government in seeking recovery of federal assistance against any party or parties whose intentional acts or omissions or whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which federal assistance was provided under this Sub-recipient Grant Agreement. If applicable, FEMA will treat recovered funds as duplicated benefits available to NMDHSEM/sub-recipient in accordance with Section 312 of the Stafford Act (codified as amended at 42 U.S.C. § 5155).
- D. NMDHSEM Responsibilities.** The NMDHSEM is responsible for recovering federal assistance expended in error, misrepresentation, fraud, or for otherwise disallowed or unused costs.
  - a. The NMDHSEM must notify FEMA of any potential debt resulting from federal funds expended in error, misrepresentation, or fraud or for costs otherwise disallowed or unused.
  - b. The NMDHSEM must report all cases of suspected fraud to the USDHS Office of Inspector General, cooperate with any investigation conducted by the USDHS Office of Inspector General, and cooperate with FEMA regarding any and all lawsuits that may result from the NMDHSEM or FEMA's attempt to recover funds or disallow costs.

**E. Statute of Limitations.** The 3-year statute of limitations limiting FEMA's ability to initiate an administrative action to recover funds paid as provided for in Section 705(a) of the Stafford Act (codified as amended at 42 U.S.C. § 5205(a)) begins with:

- a. **Initiation of an Administrative Action to Recover Payment.** The initiation of an administrative action to recover payment includes FEMA's written notice to the NMDHSEM or a sub-recipient of a questioned or disallowed cost or improper payment (including a request for information concerning such cost or payment) and written notice to the NMDHSEM or a sub-recipient of a FEMA or 3<sup>rd</sup> party review or audit.

**F. Refunds, Rebates, and Credits.** The NMDHSEM must transfer to FEMA the appropriate share, based on the federal support percentage, of any refund, rebate, credit, or other amounts arising from the performance of this Sub-recipient Grant Agreement. The NMDHSEM must take necessary action to collect all monies due promptly or which may become due and, if applicable, to cooperate with the Federal Government in any claim or suit in connection with amounts due.

**G. Non-Compliant Sub-recipients.** As per 2 C.F.R. §§ 200.207, 200.303(d) and 200.338(A-F), NMDHSEM can selectively use any or all the following remedies and prompt actions for non-compliance with any term of an award to include audit finding(s):

- a. Increased monitoring of projects and required additional financial and performance reports.
- b. Disallow the advance payment process.
- c. Temporarily withhold payments pending correction of the deficiency.
- d. Disallow or deny the use of funds and matching credit for all or part of the cost of the activity or action not in compliance.
- e. Request FEMA to entirely or partially de-obligate funding for a project.
- f. Temporarily withhold payments pending correction of the deficiency by the sub-recipient.
- g. Withhold further awards for the grant program.
- h. Take other programmatic or legally available remedies.

## **ARTICLE 8: CONSTRUCTION REQUIREMENTS**

**A.** The NMDHSEM must ensure that all applicable federal, state, and local permits and approvals are obtained and all permit conditions are addressed before the start of any construction activity, including FEMA and NMDHSEM/sub-recipient compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, project plans and specifications, applicable building codes, and program guidance.

## **ARTICLE 9: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE**

**A.** The sub-recipient must provide information to FEMA on the legally required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to the National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The sub-recipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances. See FEMA Policy: Grant Program Directorate Environmental Planning and Historic Preservation, FEMA Policy #108-023-1, Revision 2 for more information.

- B. Sub-recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or related to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, modifications to buildings that are 50 years old or older, construction projects inside buildings less than 43 years old, and exercises. The sub-recipient must comply with all mitigation or treatment measures required for the project due to FEMA's EHP review. An EHP Screening Form does not need to be provided for exercises planned to take place at previously approved facilities, such as fire and police academies, search and rescue training facilities, and explosive testing centers. Any exercise that requires land, water, vegetation disturbance, or building of temporary structures must undergo an EHP review.
- C. Any change to an approved project description will require re-evaluation to comply with EHP requirements before proceeding. If ground-disturbing activities occur during project implementation, the sub-recipient must ensure monitoring of ground disturbance. If any potential archeological resources are discovered, the sub-recipient will immediately cease construction in that area and notify NMDHSEM, FEMA, and the New Mexico Historic Preservation Division. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

## **ARTICLE 10: PROPERTY AND EQUIPMENT MANAGEMENT**

- A. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 CFR 200.316. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: PURCHASED WITH FUNDS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM prior to the jurisdiction's encumbrance or expenditure for that equipment.
- B. The subrecipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.316. The subrecipient shall maintain an effective property management system; safeguards to prevent loss, damage, or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to NMDHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The subrecipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the FEDERAL EMERGENCY MANAGEMENT AGENCY. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM prior to the jurisdiction's encumbrance or expenditure for that equipment.
- C. Any disposition of property or equipment must be in accordance with 2 C.F.R. § 200.313(e) and pre-approved by FEMA through NMDHSEM.

## **ARTICLE 11: SUBRECIPIENT MONITORING POLICY**

- A. In accordance with 2 C.F.R. § 200.328, NMDHSEM may periodically monitor a sub-recipient's projects to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHSEM reserves the right to periodically review and conduct an analysis of the sub-recipient's financial, programmatic, and administrative policies and procedures. This monitoring may include a review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property, and equipment management system, the progress of project activities, etc. This may include unscheduled desk audits and field inspections. The sub-recipient shall accommodate all

such requests within reason. If the sub-recipient encounters any unanticipated problem with the Scope of Work, allowed costs, procurement, permitting, or other difficulty, the sub-recipient must communicate that problem to NMDHSEM promptly. Work on affected projects must be suspended until the problem is resolved. Technical assistance is available from NMDHSEM staff.

B. The sub-recipient will immediately, no later than 24-hours upon notice, report to NMDHSEM allegations of wrong-doing on the part of any contractor, sub-contractor, agent or employee of the sub-recipient, or other interested party in reference to the work authorized under this Sub-recipient Grant Agreement. This extends to any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

## ARTICLE 12: PROCUREMENT

A. Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. § 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The sub-recipient must conform to applicable state and federal law and the Procurement Standards Sections 2 C.F.R. § 200.317-327, and Appendix II to Part 200. Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

B. When procuring property and services under this agreement, the sub-recipient will follow 2 C.F.R. § 200.318 through 2 C.F.R. § 200.326 and Appendix II. The sub-recipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. § 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 C.F.R. § 200.320.

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

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.

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

E. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition

procedures. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

## ARTICLE 13: CONTRACTS

- A. Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole-source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.
- B. Any contract shall comply with the requirements of Procurement Standards Sections of 28 C.F.R. Parts 66 and 70, 2 C.F.R. Part 200 and OMB Circulars A-102 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" for expenditure of Federal funds under this Sub-recipient Grant Agreement. Applicants shall submit procurement and contracts to NMDHSEM for review prior to approval. Contracts for professional services must meet applicable local, state, and federal requirements. All contractors must be licensed in New Mexico for the type of work that is required. Prior to any contracted work beginning, the sub-recipient shall provide NMDHSEM with a copy of the contractor's license. Contract work must not exceed the scope of work and PW awarded amount prescribed by FEMA, unless requested through a scope of work change and approval from FEMA.
- C. Any contract entered during this sub-grant period shall comply with local, State, and Federal government contracting regulations. Professional and consultant services contracts must include local, State, and Federal government-required contract language, a project budget, SOW, and a pay schedule. *All contracts require pre-approval by DHSEM prior to execution.* Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants.

## ARTICLE 14: COMPETITION AND CONFLICTS OF INTEREST

- A. Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a subrecipient develop its grant application, project plans or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.
- B. Under this prohibition, unless the subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:
  - a. Placing unreasonable requirements on firms for them to qualify to do business;
  - b. Requiring unnecessary experience and excessive bonding;
  - c. Noncompetitive pricing practices between firms or between affiliated companies;

- d. Noncompetitive contracts to consultants that are on retainer contracts;
- e. Organizational conflicts of interest;
- f. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- g. Any arbitrary action in the procurement process.

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

D. Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The non-federal entity's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipient entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

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

## **ARTICLE 15: CONTRACTS**

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

## **ARTICLE 16: AUDIT REQUIREMENTS**

A. As a federal grant recipient, the State of New Mexico requires a sub-recipient expending \$750,000 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with

the Single Audit described in 2 C.F.R. § 200.501. The sub-recipient will permit state or federal officials and auditors to have access to sub-recipient and contractor records and financial statements as necessary for the state to comply with 2 C.F.R. § 200.501. Copies of audit findings must be submitted to NMDHSEM within 30 days after the sub-recipient receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, the CFDA title and number, and the name of the pass-through agency (NMDHSEM) in all documents.

## ARTICLE 17: RECORDS RETENTION

### A. Records Retention.

- a. **State Requirement.** The State must retain records for three years after all projects are complete and the federal disaster is formally closed out, except in certain rare circumstances described in 2 C.F.R. § 200.334 (Retention requirements for records), from the date it submits the final Federal Financial Report (SF-425) to FEMA in compliance with 2 C.F.R. § 200.334. If FEMA administratively closes the grant where no final SF-425 was submitted, FEMA uses the date the grant was administratively closed as the start date for the three-year record retention period.
- b. **Sub-recipient Requirement.** The sub-recipients must retain project or subaward records for at least three years from the date that the NMDHSEM submits to FEMA the final expenditure report for a project or subaward. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving the project or subaward that starts before that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the three-year period, whichever is later.
- c. The sub-recipient will follow the record retention and access standards articulated in 2 C.F.R. § 200.333 through 2 C.F.R. § 200.337. The grant financial and administrative records shall be maintained for a period of three years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.
- d. The sub-recipient will be required to maintain project records until the expiration of the appropriate retention period. This includes records related to Management Costs, procurement, contracting, accounts payable, engineering, inventory, force account (materials, labor, and equipment), insurance settlements or other records related to the project scope of work. Retention procedures are outlined in the Hazard Mitigation Assistance Grant Programs Administrative Plan.

## ARTICLE 18: CHANGES TO AWARD

- A. In keeping with 2 C.F.R. § 200.308, the subrecipient must report deviations from the approved budget, project or program scope, or objective(s) in accordance with 2 C.F.R. § 200.329. The subrecipient must request prior approvals for budget and program plan revisions in accordance with this section. The subrecipient must request prior written approval for the following program and budget-related reasons:
  - a. Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
  - b. Change in key personnel (including employees and contractors) that are identified by name or position in the Federal award.
  - c. The disengagement from a project for more than three months, or a 25 percent reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project/program director.
  - d. The inclusion, unless waived by the Federal agency, of costs that require prior approval in accordance with 2 C.F.R. Subpart E as applicable.
  - e. The transfer of funds budgeted for participant support costs to other budget categories.
  - f. Subaward activities not proposed in the application and approved in the Federal award or NMDHSEM sub-grant agreement.
  - g. Changes in the total approved cost-sharing amount.
  - h. The need arises for additional Federal funds to complete the project.
  - i. Transferring funds between the construction and non-construction work under a Federal award.
  - j. A no-cost extension (meaning, an extension of time that does not require the obligation of additional Federal funds) of the period of performance
- B. All change requests must be submitted either in writing or electronically to the NMDHSEM contact for review 90 days before this Sub-recipient Grant Agreement is terminated. A justification narrative and a budget and spending plan must accompany all change requests. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current and all other terms and conditions of this Sub-recipient Grant Agreement have otherwise been met at the time of the request. If approved by NMDHSEM and FEMA, changes in the programmatic activities, the purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, change in the project site, or release of special conditions, will result in an amendment to this award. Requests for changes must be formally submitted to NMDHSEM and FEMA.
- C. Changes to this Sub-recipient Grant Agreement will be made via a Sub-recipient Grant Agreement Amendment. The NMDHSEM will prepare each Amendment when needed. No Sub-recipient Grant Agreement Amendment is valid until fully executed.

## ARTICLE 19: REMEDIES FOR NONCOMPLIANCE

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

method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within five days of receipt of notification.

- a. Unwillingness or inability to attain project goals or scope of work.
- b. Unwillingness or inability to adhere to Special Conditions of this Sub-recipient Grant Agreement.
- c. Failure or inability to adhere to grant guidelines and federal compliance requirements.
- d. Improper procedures regarding contracts and procurements.
- e. Failure to submit reliable and/or timely reports.
- f. Fiscal management which does not meet reasonable professional standards.
- g. Failure or inability to adhere to the terms and conditions of this Sub-recipient Grant Agreement.
- h. Unwillingness or inability to obtain permits required by law to perform the eligible work.
- i. Noncompliance with any and all federal, state, local, and tribal grant requirements.

B. The NMDHSEM shall notify the sub-recipient of any non-compliance issues in writing and shall attempt to arrive at a resolution in a timely and reasonable fashion. If corrective action is required, NMDHSEM and the sub-recipient shall determine a timeline and landmarks for remediation. The NMDHSEM may require additional detailed financial reports or additional project monitoring. The ultimate penalty for non-compliance with the terms and conditions of this Sub-recipient Grant Agreement is for payments to be withheld or for the award to be suspended or terminated. The sub-recipient agrees to make restitution if necessary.

C. The NMDHSEM may take action as it determines appropriate under the circumstances, including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award if the sub-recipient fails to comply with applicable Federal and State statutes, regulations, or the terms of this Sub-recipient Grant Agreement pursuant to 2 C.F.R. § 200.339.

D. Nothing in this section abrogates the sub-recipient's right of appeal.

#### **ARTICLE 20: TERMINATION**

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

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

## ARTICLE 21: CLOSEOUT OF SUB-GRANT

**A. Closeout of Projects.** Per 2 C.F.R. § 200.344, sub-recipients must submit all costs and supporting documentation for completed projects. The NMDHSEM will review and verify all costs and supporting documents to validate compliance. Failure to comply will result in the project's de-obligation. The NMDHSEM will close each sub-recipient file once it has conducted a full review and approval of all supporting documents for compliance, all projects are completed, and project activity is closed out.

**a. Management Costs.** Management Costs will be used for internal staff salaries, contractor payments and other support costs associated with this grant. This will be in accordance with all laws, rules, and FEMA regulations. Management Costs will be processed in accordance with the Hazard Mitigation Assistance Program and Policy Guide.

**The NMDHSEM commits to the closeout of all grants regardless of the availability of management costs.**

## ARTICLE 22: SPECIAL CONDITIONS

- A. The terms of this Sub-recipient Grant Agreement are contingent upon sufficient appropriations and authorizations being made by the USDHS FEMA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act U.S.C. §§ 5121-5207.** If sufficient appropriations and authorizations are not made by FEMA this Sub-recipient Grant Agreement shall terminate immediately upon written notice being given by NMDHSEM to the sub-recipient. The decision of NMDHSEM shall be final.
- B. If NMDHSEM proposes an Amendment to the Sub-recipient Grant Agreement to unilaterally reduce funding, the sub-recipient shall have the option to terminate the Sub-recipient Grant Agreement or agree to the reduced funding within 30 days of receipt of the proposed Amendment.**
- C. Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation of requirements applicable to the performance of this Sub-recipient Grant Agreement. Each party shall be liable for its own actions or inactions in accordance with state law, and nothing herein shall be deemed a waiver, indemnity, or otherwise create or effect liabilities between the parties.**
- D. The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals.**
- E. All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period.**
- F. Quarterly financial and progress reports within the POP are due on October 15, January 15, April 15, and July 15. Final reports are due 15 days after the end of POP.**
- G. All revision requests must be reviewed and approved by NMDHSEM staff. All requests must meet the original scope of the project which may result in a sub-recipient grant amendment.**
- H. A revision of a project's SOW must be pre-approved by NMDHSEM staff before the jurisdiction can proceed with the request for approval process. If the revision is approved, NMDHSEM staff may request additional documentation to proceed with a recommendation to NMDHSEM Leadership for final approval.**

- I. The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this Sub-recipient Grant Agreement are the sole responsibility of the sub-recipient of this award.
- J. Procurement from Minority-Owned and Women-Owned Businesses is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports.
- K. Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted to NMDHSEM for return to FEMA.
- L. NMDHSEM will determine extensions due to exigent or emergency circumstances on a case-by-case basis.



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

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

**SUB-RECIPIENT GRANT AGREEMENT**  
Signatures of Acceptance

SUB-GRANT NO	DR-4652-0042-NM	
JURISDICTION GRANT PROGRAM MANAGER PRINTED NAME: <i>William Scot Fuller</i>		
OFFICIAL SIGNATURE: <i>William S. Fuller</i>	DATE: 7/14/25	
CONTACT NUMBER: 575-574-0065	E-MAIL ADDRESS: <i>Fuller@grantcountynm.gov</i>	
JURISDICTION CHIEF FINANCIAL OFFICER PRINTED NAME:		
OFFICIAL SIGNATURE: <i>Andrea Montoya</i>	Date: 7/14/25	
CONTACT NUMBER: 575-574-0131	E-MAIL ADDRESS: <i>amontoya@grantcountynm.gov</i>	
JURISDICTION SIGNATORY OFFICIAL PRINTED NAME: <i>Charlene Webb</i>		
OFFICIAL SIGNATURE: <i>Charlene Webb</i>	DATE: 7/16/25	
CONTACT NUMBER: 575-574-0008	E-MAIL ADDRESS: <i>CWebb@grantcountynm.gov</i>	
NMDHSEM MITIGATION PROGRAM BUREAU CHIEF PRINTED NAME:		
NMDHSEM MITIGATION PROGRAM BUREAU CHIEF OFFICIAL SIGNATURE / DATE: <i>Jeremy Glass</i> 7/22/2025		
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF PRINTED NAME: <i>Victor Ramos</i> 7/22/2025		
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF OFFICIAL SIGNATURE / DATE: <i>Victor Ramos</i> 7/24/25		
NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL PRINTED NAME:		
NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL SIGNATURE / DATE: <i>Ali Rye</i> 7/24/2025		

Sign and email to [DHSEM.MITIGATION@DHSEM.nm.gov](mailto:DHSEM.MITIGATION@DHSEM.nm.gov)

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**ATTACHMENT 1**  
**FY 2024 U.S. Department of Homeland Security Terms and Conditions**  
**Version 3 dated April 4, 2024**

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

- **Assurances, Administrative Requirements, Cost Principles, Representations, and Certifications**  
Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.
- **General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10.  
All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.  
Recipients must cooperate with any DHS compliance reviews or compliance investigations.

Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.

Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.

Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.

Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool

can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. [DHS Civil Rights Evaluation Tool | Homeland Security](#).

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

- **Standard Terms & Conditions**

**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

**Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

**Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

**Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

**Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the

U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

#### Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

#### Debarment and Suspension

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

#### Drug-Free Workplace Regulations

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

#### Duplicative Costs

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

#### Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

**E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety** Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

#### Energy Policy and Conservation Act

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this

Act.

**False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§ 3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

**Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

**Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

**John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

**Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds

provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R. Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

#### **National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

#### **Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

#### **Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

#### **Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

#### **Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

#### **Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R.

Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**Reporting of Matters Related to Recipient Integrity and Performance**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

**Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

**Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

***Waivers***

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these

requirements.

(a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

- (1) applying the domestic content procurement preference would be inconsistent with the public interest;
- (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or
- (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

#### ***Definitions***

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

#### **SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

#### **Terrorist Financing**

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

#### **Trafficking Victims Protection Act of 2000 (TVPA)**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106-386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

#### **Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

#### **USA PATRIOT Act of 2001**

**Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.**

**Use of DHS Seal, Logo and Flags**

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

**Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C. § 470141 U.S.C. § 4712.

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**ATTACHMENT 2**  
**Reimbursement Checklist**

**DHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations. Please only check the categories that apply to the reimbursement you are currently requesting.**

**EQUIPMENT**

- Have all invoices been included?
- Has AEL # been identified for each purchase?
- If service/warranty expenses are listed, are they only for the performance period of the grant?
- Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)

**CONSULTANTS/CONTRACTORS**

- Does the amount billed by consultant add up correctly?
- Has all appropriate documentation to denote hours worked been properly signed?
- Have copies of all planning materials and work product (e.g., meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- Has the invoice from consultant/contractor been included?
- Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

**SALARY POSITIONS (Note: this applies to positions billed under M&A)**

- Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- Has a time period summary sheet been included for total claimed amount?
- Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e., benefits/contributions).
- Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- Does the back-up documentation provided match the time period for which reimbursement is being requested?

**OTHER:**

- If EHP form needed – has copy of it and approval from USDHS/FEMA been included?

**MATCHING FUNDS (IF APPLICABLE)**

- Contributions are from Non-Federal funding sources.
- Contributions are from cash or in-kind contributions which may include training investments.
- Contributions are not from salary, overtime, or other operational costs unrelated to training.

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### ATTACHMENT 3

#### Glossary and Definitions

**Applicant:** When an entity applies for PA funding, it is the **Applicant**. Once the Applicant receives funding, it is either the **recipient**, **pass-through entity**, or a **sub-recipient**.

**Authorized Equipment List (AEL):** The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs.

**Backfill:** The act of filling a position left by another employee who has been moved to another role.

**Cost Match:** Recipient or sub-recipient contribution. This can be cash (hard match) or third party in-kind (soft match). 2 C.F.R. 200.306.

**Cost Sharing or Matching:** The portion of project costs not paid by federal funds or contributions (unless otherwise authorized by federal statute). 2 C.F.R. 200.1 Cost sharing or matching.

**Declared fire:** An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster, which the FEMA Regional Administrator has approved in response to a state's request for a fire management assistance declaration and in accordance with the criteria listed in 44 C.F.R. 204.21. Fire Management Assistance Declaration Criteria.

**Disallowed costs:** Those charges to a federal award that the federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable federal statutes, regulations, or the terms and conditions of the federal award. 2 C.F.R. 200.1 Disallowed costs.

**Demobilization:** The process and procedures for deactivating, disassembling, and transporting back to their point of origin all resources that had been provided to respond to and support a declared fire.

**Disaster:** An emergency condition affecting all or part the state, overwhelming local resources, in which there is likely to be a significant recovery period. The Governor may request a Robert T. Stafford Act (Stafford Act) Disaster Declaration through FEMA, asking for the Public Assistance Program, Fire Management Assistance Program, Individual Assistance Program and Mitigation based upon known and estimated damage assessment data.

**Disaster Recovery Reform Act of 2018 (DRRA):** The DRRA represents the most comprehensive Emergency Management reform since the Post-Katrina Emergency Management Reform Act in 2006. It includes a larger and more reliable funding stream for pre-disaster mitigation, expanded assistance for individuals and households, and support for states, localities, tribes, and territories (SLTTs) to develop their own emergency management capabilities.

**Emergency:** A condition in which local and state emergency response agencies are overwhelmed by an incident to the point that federal assistance is needed. Unlike a disaster, an emergency does not have a recovery phase. The Governor may request a Stafford Act Emergency Declaration through FEMA, asking for the Public Assistance Program and/or Fire Management Assistance Grant.

**Emergency Work:** Work which must be done before, during and immediately after a disaster event to save lives and to protect improved property and public health and safety or to avert or lessen the threat of a major disaster. The FEMA Public Assistance emergency work Categories are:

- Category A (Debris Removal)
- Category B (Emergency Protective Measures)

**Equipment:** Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. 2 C.F.R. 200.1 Equipment.

**Expenditures:** Charges made by a non-federal entity to a project or program for which a federal award was received. 2 C.F.R. 200.1 Expenditures.

**Federal Award:** The federal financial assistance that a recipient receives directly from a federal awarding agency or indirectly from a pass-through entity. 2 C.F.R. 200.1 Federal award.

**Federal Emergency Management Agency (FEMA):** The federal agency responsible for coordinating disaster recovery efforts in partnership with state, local, and tribal governments.

**Federal Share:** The portion of the federal award costs that are paid using federal funds. 2 C.F.R. 200.1 Federal share.

**FEMA/State Agreement:** A formal, legal document between FEMA and the state or a tribal government giving the understandings, commitments, terms, conditions, and timelines for assistance resulting from a federal disaster, emergency, or fire declaration, declared by the President.

**Governor's Authorized Representative (GAR):** The person designated by the Governor to execute all necessary documents for disaster assistance programs on behalf of the state and local grant recipients. The GAR is responsible for state compliance with the FEMA/State Agreement. The GAR may also be designated as the State Coordinating Officer.

**Hazard Mitigation:** Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters.

**Hazard Mitigation (Sections 404 and 406):** Section 406 Mitigation measures are specific to the mechanism of the declared disaster and are an integral part of the reconstructed work on a facility or will protect or benefit the repaired portion of the facility. These are different from mitigation measures that are considered for eligibility under the Hazard Mitigation Grant Program (HMGP) of Section 404 of the Stafford Act. In the HMGP program, measures are proposed that may involve facilities other than those damaged by the disaster, new facilities, or even non-structural measures such as the development of floodplain management regulations.

**Incident Period:** The time interval during which the declared disaster occurs. The Regional Administrator, in consultation with the Governor's Authorized Representative and the Principal Advisor will establish the incident period. Generally, costs must be incurred during the incident period to be considered eligible.

The declaration designates the incident period. The incident period is the span of time during which the federally declared incident occurs. This period varies in length, depending on the incident.

**Improved Project:** When performing restoration work on a damaged facility, a sub-recipient may use the opportunity to make improvements to the facility. Projects that incorporate such improvements are improved projects. The improved facility must have the same function and at least the equivalent capacity as that of the pre-disaster facility. Federal funding for improved projects is limited to the lesser of the following: the federal share of the approved estimated costs to restore the damaged facility to its pre-disaster design and function or the federal share of the actual cost of completing the improved project.

**The sub-recipient must obtain FEMA approval, via the NMDHSEM, for an improved project prior to construction.**

**Indirect Costs:** Costs a recipient or sub-recipient incurs for a common or joint purpose benefitting more than one cost objective that are not readily assignable to the cost objectives specifically benefited.

**Joint Field Office (JFO):** A temporary facility established in or near a declared disaster area to serve as the field headquarters for FEMA, other federal and state recovery personnel, and serve as the focal point for federal disaster operations, direction, coordination, and information.

**Large Project:** An approved project estimated to cost the same as or more than the large project threshold amount. The large project threshold is a dollar amount adjusted annually to reflect changes in the Consumer Price Index for all urban consumers. The large project threshold amount, applicable to all projects, is the amount in effect on the declaration date of the disaster, regardless of when project approval is made or when the work is performed.

**Management Costs:** Management costs are any indirect costs, any direct administrative costs, and any other administrative expenses associated with the administration of HMA awards and subawards. Management costs are provided under HMGP, HMGP Post Fire, BRIC and FMA. For the Hazard Mitigation Grant Program (HMGP) and Hazard Mitigation Grant Program Post Fire (HMGP Post Fire), recipients will be reimbursed no more than 15% of the total amount of the award, of which not more than 10% may be used by the recipient and 5% by the subrecipient. Under HMGP and HMGP Post Fire, recipients' Administrative Plans must include procedures for monitoring and reporting on subrecipient management costs before receiving funding for management costs. For Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA), recipients may apply for a maximum of 10% of the total funds requested in their application cost estimate (federal and non-federal shares) for management costs to support the sub-applications included as part of their award. Subapplicants for BRIC and FMA may apply for a maximum of 5% of the total funds requested in a sub-application for management costs. Additional information is available in FEMA Policy #104-11-1, Hazard Mitigation Grant Program Management Costs (Interim).

**Pass-through Entity:** A non-federal entity that provides a subaward to a sub-recipient to carry out part of a federal program. 2 C.F.R. 200.1 Pass through entity (PTE).

**Performance Period for Hazard Mitigation Assistance:** The period of time stipulated in the Sub-recipient Grant Agreement, as amended, during which the sub-recipient must finish the approved work. Projects completed after the active Period of Performance deadline will be considered Ineligible.

**Quarterly Financial Progress Report:** The information in this report is used by NMDHSEM to monitor sub-recipient cash flow, performance, and project implementation to ensure proper use of federal funds.

**Recipient:** Formally referred to as the grantee or sub-grantee or applicant. Federally Recognized Indian Tribal Governments may also be Recipients if they so desire and if they meet FEMA requirements.

**Recovery Officer:** Aids in the administration of disaster recovery grant programs for statewide disasters and emergencies. Coordinates and co-administers disaster recovery grant programs, ensuring that they are implemented and carried out according to state and federal program requirements.

**Recovery Unit:** This is the unit within the NMDHSEM Response and Recovery Bureau designated as responsible for the programmatic administration of the FEMA PA and FMAG Programs.

**Recovery Unit Manager:** Responsible for administering and supervising staff responsible for federal and state disaster recovery programs and serves as the Deputy State Coordinating Officer (SCO) for emergencies or major disaster declarations.

**Response & Recovery Bureau Chief:** Responsible for supervising staff responsible for federal and state disaster recovery programs and staff that provides operational response capabilities to support the citizens of New Mexico. This position also serves as State Coordinating Officer (SCO) for emergencies or major disaster declarations.

**Request for Approval Form:** Used by sub-recipient to request approval from NMDHSEM to expend funds for previously identified and approved projects. Approval must be received prior to expenditure.

**Small Project:** An approved project estimated to cost less than the large project threshold amount.

**State Coordinating Officer (SCO):** The person designated by the Governor to coordinate state and local disaster assistance efforts with those of the federal government. The GAR may also be the SCO. The Governor will name the GAR and the SCO in the FEMA/State Agreement.

**Sub-recipient:** Formerly referred to as the sub-grantee or applicant, is a state agency, local government, tribal government, other legal governmental entity, or a private non-profit (PNP) organization that receives a sub-grant award and which is accountable to the state for the use of the funds provided. The FEMA reserves the final decision as to sub-recipient eligibility.

**Supplanting:** When a state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, federal funds must be used to supplement existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the sub-recipient or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. US Department of Justice Office of Justice Programs, Grants 101.

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**ATTACHMENT 4**  
**Acronyms**

**AEL:** Authorized Equipment List  
**AGAR:** Alternate Governor's Authorized Representative  
**ASB:** Administrative Services Bureau of NMDHSEM  
**CFDA:** Catalog of Federal Domestic Assistance  
**DAC:** Direct Administrative Costs  
**DOT:** Department of Transportation  
**DPS:** Department of Public Safety  
**DRRA:** Disaster Recovery Reform Act of 2018  
**DSCO:** Deputy State Coordinating Officer  
**DSIBD:** Deputy State Infrastructure Branch Director  
**DSPAGS:** Deputy State Public Assistance Group Supervisor  
**EMAC:** Emergency Management Assistance Compact  
**EMMIE:** Emergency Management Mission Integrated Environment  
**EMNRD:** Energy, Minerals and Natural Resources Department  
**FEMA:** Federal Emergency Management Agency  
**FFATA:** Federal Funding Accountability and Transparency Act  
**FMAG:** Fire Management Assistance Grant  
**GAR:** Governor's Authorized Representative  
**IMAS:** Intrastate Mutual Aid System  
**INF:** Immediate Needs Funding  
**IOF:** Initial Operating Facility  
**JFO:** Joint Field Office  
**NSPO:** Net Small Project Overrun  
**NMDHSEM:** New Mexico Department of Homeland Security and Emergency Management  
**ONA:** Other Needs Assistance  
**OMB:** Office of Management and Budget  
**PA:** Public Assistance  
**PAGS:** Public Assistance Group Supervisor  
**PAPPG:** Public Assistance Program and Policy Guide  
**PDA:** Preliminary Damage Assessment  
**PDMG:** Program Delivery Manager  
**PIO:** Public Information Officer  
**PNP:** Private Non-Profit  
**POP:** Period of Performance  
**PW:** Project Worksheet  
**QPR:** Quarterly Progress Report  
**QFR:** Quarterly Financial Report  
**R&R:** Response & Recovery Bureau  
**REC:** Record of Environmental Consideration  
**RO:** Recovery Officer  
**RP A:** Request for Public Assistance  
**SCO:** State Coordinating Officer

**SOW: Scope of Work**

**SHARE: New Mexico Statewide Human Resources, Accounting, and Management Reporting System**

**SIBD: State Infrastructure Branch Director**

**SPAGS: State Public Assistance Group Supervisor**

**SPAO: State Public Assistance Officer**

**USDHS: United States Department of Homeland Security**

**USFS: US Forest Service**

**VFO: Virtual Field Office**

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State of New Mexico  
**DEPARTMENT OF HOMELAND SECURITY &  
EMERGENCY MANAGEMENT**  
P.O. Box 27111  
Santa Fe, NM 87502  
**SUB-RECIPIENT GRANT AGREEMENT**  
**HAZARD MITIGATION ASSISTANCE GRANTS**  
CFDA 97-039: DR-4529-0009-NM-Grant County HMP

<b>1. SUB-GRANT NO.</b>		<b>2. SUB-RECIPIENT NAME</b>		<b>3. PROJECT NAME</b>
DR-4529-0009-NM		Grant County		Grant County Multi-Jurisdictional HMP Update
<b>4. STATE DFA VENDOR NUMBER</b>		<b>5. EIN NUMBER</b>	<b>6. SAM UEI NUMBER</b>	<b>7. CAGE CODE</b>
0000054387		UKBZFNJZDZX3	UKBZFNJZDZX3	3YFW2
<b>8. SUB-RECIPIENT PHYSICAL ADDRESS</b>			<b>9. SUB-RECIPIENT REMIT ADDRESS</b>	
1400 Hwy 180 East, Silver City, NM 88061			P.O. Box 898, Silver City, NM 88062	
<b>10. DHSEM CONTACT NAME:</b>  Joe S. Mendez	<b>11. CONTACT DESK PHONE:</b>		(575) 449-5866	
	<b>CONTACT EMAIL ADDRESS:</b>		DHSEM.Mitigation@DHSEM.NM.GOV cc:joe.mendez@dhsem.nm.gov	
<b>12a. PERFORMANCE PERIOD START DATE</b>		<b>October 31, 2023</b>	<b>12b. PERFORMANCE PERIOD END DATE</b>	<b>February 1, 2026</b>
<b>13. TOTAL AWARD AMOUNT:</b>		\$ 73,440.00		
<b>13a. FEDERAL SHARE</b>		<b>13b. LOCAL SHARE</b>	<b>13c. STATE SHARE</b>	
\$ 66,420.00		\$ 7,020.00	\$ N/A	
<b>14a. NAME OF PROJECT AWARD</b>		<b>14b. FEDERAL SHARE</b>	<b>14c. NON-FEDERAL SHARE</b>	
1	Contractual	\$ 62,040.00	\$ 7,020.00	
2	Subrecipient Management Cost	\$ 3,468.00	\$	
3	Supplies	\$ 432.00	\$	
4	Other	\$ 480.00	\$	
5		\$	\$	
6		\$	\$	
7		\$	\$	
<b>TOTAL AMOUNT OF PROJECT</b>		<b>\$ 66,420.00</b>	<b>\$ 7,020.00</b>	

Grant Hazard Mitigation 73,440.00  
Department of Homeland Sec + Eng. Mgmt  
571-va DR-4529-0009-NM  
Feb 1, 2026

**WHEREAS** The State of New Mexico will serve as the "pass-through entity" with respect to the State's role in providing sub-awards and administering grant assistance provided to sub-recipients and may, subject to a Memorandum of Agreement, directly support project development and administration.

**WHEREAS** funding has been obligated from the Federal Emergency Management Agency pursuant to a request by the applicant, The Sub-Recipient, Grant County.

**NOW, THEREFORE**, it is mutually understood and agreed between the recipient NMDHSEM, and Grant County: New Mexico, hereinafter referred to as "sub-recipient," as follows:

#### **ARTICLE 1: REQUIREMENTS AND ASSURANCES**

- A. The sub-recipient hereby agrees that the performance period for the grant identified on Page 1, Box 1. is consistent with the performance period identified on Page 1, Box 12a. and 12b. This Sub-recipient Grant Agreement, as amended, shall remain open for administrative purposes if necessary to achieve final payment and financial reconciliation.
- B. The sub-recipient hereby agrees that the sub-recipient official signing this Sub-recipient Grant Agreement certifies that all financial expenditures, including all supporting documents submitted for reimbursement, have been incurred by the sub-recipient and are eligible and allowable expenditures consistent with the guidelines for this award. The sub-recipient agrees to follow reasonable professional standards in all financial management and bookkeeping procedures necessary to carry out this agreement.
- C. The sub-recipient hereby agrees that no member, officer, or employee of the sub-recipient organization, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year after that, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with this Sub-recipient Grant Agreement; the sub-recipient shall incorporate in all such contracts a provision prohibiting such interest pursuant to the purposes of this Sub-recipient Grant Agreement.
- D. The sub-recipient hereby agrees that it understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express written approval of the State of New Mexico or FEMA.
- E. The sub-recipient hereby agrees that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for federal government purposes: (1) the copyright in any work developed under this Sub-recipient Grant Agreement; and (2) any rights of copyright to which the sub-recipient purchases ownership with federal support. The sub-recipient agrees to consult with FEMA through NMDHSEM regarding allocating any patent rights that arise from or are purchased with this funding.
- F. The sub-recipient hereby agrees that signatures of the sub-recipient officials on this Sub-recipient Grant Agreement attest to the sub-recipient's understanding, acceptance, and compliance with Lobbying, Debarment, Suspension, and Other Responsibility Matters; Drug- free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds will be used to supplement existing sub-recipient funding to augment program activities and not replace those funds which have been appropriated in the budget for the same purpose.

federal match must be included on each request for reimbursement. All expenditures must be supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets with name/rate/hours and certified, breakdown of expenditures based on FEMA approved budget, warrants, a brief description of work done, required deliverables, etc.). Request for reimbursement will not be processed if quarterly financial or performance reports are delinquent. The final payment of 15% will not be made until DHSEM verifies that all activities are complete. All payments shall be made on an actual cost reimbursement basis.

- C. Contracts: All requests for proposals/bids, sole-source procurements, single vendor responses to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. The relevant contract must accompany requests for reimbursement for contractual services.
- D. Local Match: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions. When requesting reimbursement, the match percentage must be shown on each invoice. Copies of proof of payment, invoices, receipts, purchase orders, timesheets with name/wage/hours, cost allocation, general ledger, warrants, etc., must be submitted as a backup for the match.
- E. Non-reimbursable Expenses:
  - Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and any procurement documentation not pre-approved by DHSEM.
  - Training and related travel costs not pre-approved by DHSEM.
  - Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
  - Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
  - Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
  - Weapons and ammunition.
  - Entertainment and sporting events
  - Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, and personal phone calls.
  - Travel insurance, visa, and passport charges.
  - Lodging costs in excess of State per diem, as appropriate.
  - Lunch when travel is wholly within a single day.
  - Standalone working meals.
  - Bar charges, alcoholic beverages.
  - Finance, late fees, or interest charges.
  - Lobbying, political contributions, and legislative liaison activities.
  - Organized fundraising, including salaries of persons while engaged in these activities.
  - Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- F. Payment Conditions. The sub-recipient must certify that in requesting and accepting a sub-grant payment, they have spent those funds on eligible expenditures; that the work performed was within the scope of work allowed for specific projects; and that all records pertinent to specific projects will be retained for at least the periods required under record retention regulation requirements from the closeout of the last project. The period of record retention for grant and financial data is three years if state funds are paid.

- G. The sub-recipient hereby agrees that their accounting system allows for the separation of fund sources. Funding provided under this Sub-recipient Grant Agreement cannot be commingled with funds from other federal, state, or local agencies, and each project must be accounted for separately.
- H. The sub-recipient hereby agrees that it shall comply with applicable Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. The sub-recipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13379 Individuals with Disabilities in Emergency Preparedness, requires the government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- I. The sub-recipient hereby certifies that for its employees, it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) if not exempted by the Federal Government or New Mexico rule or statute. An EEOP is not required for sub-recipients of less than \$25,000 or fewer than 50 employees.
- J. The sub-recipient hereby certifies that its employees are eligible to work in the United States as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- K. The sub-recipient hereby agrees that it is the responsibility of the sub-recipient to fully understand and comply with the requirements of the following, where such requirements apply to the sub-recipient set forth in:
  - 1. 2 C.F.R. § 200: Code of Federal Regulations
  - 2. 44 C.F.R. parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, 221, 44 C.F.R. Part 209, 2 C.F.R. Part 200 and any other applicable FEMA policy memoranda and guidance documents
  - 3. FEMA Hazard Mitigation Assistance Program and Policy Guide
  - 4. New Mexico State Procurement Code  
New Mexico Administrative Code Title 2 – Public Finance <https://www.sra.nm.gov/nmac-home/nmac-titles/title-2-public-finance/>

## ARTICLE 2: REIMBURSEMENT OF FUNDS

The NMDHSEM will apply the following procedures for making payments to sub-recipients:

- A. **Payment of Funds, General:** Once FEMA has obligated funds and NMDHSEM has budgeted and encumbered those funds, the Cabinet Secretary is authorized to advance funds, as permissible, and to consider requests for payments for progress and completion based on proper review and approvals, in accordance with the sub-grant agreement or amendment as described below. Review and audit of expending and accounting of federal awards and state funds will be conducted to ensure records, reports, and documentation for compliance and tracing of funds are accounted for; 2 C.F.R. §§ 200.302(b)(6), 200.305(a). The State Department of Finance and Administration (DFA) may require additional supporting data and documents prior to disbursement of funds.
- B. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and timely submission of Financial and Performance Progress Reports. Reimbursement of expenditures shall be requested quarterly or monthly if need be for expenditures within the performance period. A minimum of 25% (of the total project cost) in the non-

**G. Delays and Denial of Payment.** Reasons for delays in FEMA processing of payment requests include, but are not limited to, the following:

- Vendor identification number is missing or incorrect;
- Disaster and project number is missing;
- Period of performance (POP) listed is incorrect;
- Service delivery dates do not agree with invoices or outside of contract period;
- Dollar amount on forms do not agree;
- Mathematical errors;
- Full address of sub-grantee is not included;
- Sub-recipient did not provide required back-up documentation; or

Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

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

**Sub-recipients can reduce the likelihood of delays in processing of payment requests by checking for accuracy prior to submission.**

### **ARTICLE 3: AUDITING AND REPORTING REQUIREMENTS**

**A. Quarterly Reports.** In accordance with 2 C.F.R. § 200.328, the Applicant shall submit quarterly reports to the NMDHSEM beginning with the first full quarter after the signature date on the Sub-recipient Grant Agreement. The NMDHSEM will provide sub-recipient a form for this report. Quarterly reports are due no later than the 15th of the month following the end of the quarter - January 15, April 15, July 15, and October 15.

In order that NMDHSEM may adequately evaluate the progress and status of each sub-grant, quarterly reports shall contain a description of the work accomplished to date, the methods and procedures used, the anticipated completion date, a summary of all project costs to date, and other such information as may be of assistance in its evaluation of the project.

Reports shall be sent to the Department of Homeland Security & Emergency Management, Recovery Unit, P.O. Box 27111, Santa Fe, NM 87502, or electronically to [DHSEM.mitigation@dhsem.nm.gov](mailto:DHSEM.mitigation@dhsem.nm.gov).

**B. Additional Reporting Requirements.** The sub-recipient must immediately report in writing to the NMDHSEM Mitigation Unit any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-recipient Grant Agreement. This extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project. Additional reporting and financial reconciliation requirements may also be requested at NMDHSEM and FEMA's request. Failure to comply with these requests may jeopardize funding and may be a breach of this Sub-recipient Grant Agreement.

**C. Enforcement.** The NMDHSEM may suspend drawdowns, impose other special conditions, or take other authorized action pursuant to 2 C.F.R. § 200.339 (Remedies for Noncompliance) if the sub-recipient does not submit accurate and timely reports. This may include, among other things, the administrative closeout of a grant and/or any projects under a grant when the sub-recipient is not responsive to reasonable efforts NMDHSEM makes to collect required reports needed to complete closeout. Administrative closeout is a unilateral mechanism by NMDHSEM to move forward with project or grant closeout using available grant information in lieu of final reports. This can require NMDHSEM to make cash or cost adjustments and ineligible cost determinations, which may result in identifying a debt owed to FEMA and/or NMDHSEM.

**D. Financial Procedures.** The sub-recipient agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT / SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable New Mexico laws, rules and regulations. Further, sub-recipient must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. § 13.43, NMDHSEM may withhold or suspend payments under any grant award.

The sub-recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

**E. Authorizing Statute.** This award is made under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207) (Stafford Act), in accordance with 44 C.F.R. § 206.44.

All scopes of work and costs approved as a result of this Sub-recipient Grant Agreement, whether as estimates or final costs approved through subawards, PWs, or otherwise, will incorporate by reference the terms of this Sub-recipient Grant Agreement and must comply with applicable laws, regulations, policy, and guidance in accordance with this Sub-recipient Grant Agreement.

Pursuant to Executive Order 13858 Strengthening Buy-American Preferences for Infrastructure Projects, FEMA encourages recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in Public Assistance and HMGP eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water, and power. Such preference must be consistent with the law, including cost and contracting requirements at 2 C.F.R. Part 200.

**F. Additional Terms and Conditions.** The following additional sub-grant agreement documents are fully incorporated into this Sub-recipient Grant Agreement and thereby constitute additional terms and conditions of this agreement.

- The Stafford Act, its implementing regulations contained in Title 44 of the C.F.R., and FEMA policy and guidance.
- **Hazard Mitigation Assistance Guide (March 2023)**
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Parts 200 and 3002.

- Attachment 1 United States Department of Homeland Security (USDHS) Standard Terms and Conditions (January 24, 2022) in effect on the date of the Declaration which are incorporated by reference into this Sub-recipient Grant Agreement
- Attachment 2 Reimbursement Checklist
- Attachment 3 Glossary and Definitions
- Attachment 4 Acronyms

#### ARTICLE 4: SCOPE OF WORK

A. As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C. § 5121 et seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. § 762). The Grant County has been awarded funds to update the Grant County Multi-Jurisdictional Hazard Mitigation Plan. Funds shall be utilized as outlined in the approved budget as awarded by FEMA on October 31, 2023. The Sub Recipient shall match the Federal Award Amount of \$62,952.00 with a local jurisdictional amount of \$7,020.00. An additional \$3,468.00 is awarded in 100% federal subrecipient management cost for which no match required, for a total project cost of \$73,440.00. All work performed pursuant to this agreement must comply with the approved FEMA application. All work must be completed within the performance period, between October 31, 2023, to February 1, 2026. The Grant County shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds without recourse by the Grant County.

B. Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub-Recipient must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation, and funds may be de-obligated and reallocated to other projects.

#### ARTICLE 5: PUBLICATIONS

A. Publications created with funding under this grant shall prominently contain the following statement or a DHSEM pre-approved modification: This Document was prepared under a sub-grant from the **FEDERAL EMERGENCY MANAGEMENT AGENCY, and the NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT**. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Federal Emergency Management Agency and the New Mexico Department of Homeland Security and Emergency Management.

#### ARTICLE 6: PERFORMANCE PERIODS

The performance period for this sub-grant award is October 31, 2023, through February 1, 2026. Further, all personnel-related grant activity must be completed between October 31, 2023, to February 1, 2026. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the Final Progress and Financial Reports are due.

#### ARTICLE 7: RECOVERY OF FUNDS FOR DUPLICATION OF BENEFITS AND INELIGIBLE ACTIVITIES

A. **Ineligible Activities.** The FEMA and/or NMDHSEM may disallow costs and recover funds based on the

results of audit or review during or after performance of the award to ensure compliance with the terms of the Sub-recipient Grant Agreement and award document. The FEMA and/or NMDHSEM is required to recover funds when the sub-recipient has ineligible underruns (for example, actual costs for a PA large project are less than the amount awarded based on initial estimates); knowingly or negligently withholds or misrepresents material information; fails to complete work and comply with the terms of this Sub-recipient Grant Agreement or the approved award; expends federal funds in error; or incurs costs that are unreasonable or otherwise disallowed. If, after exhaustion of appeal rights, FEMA and/or NMDHSEM determines a debt is owed, the State has 30 days to resolve the amount owed before the debt is referred to the FEMA Finance Center for collection. The State may do so by directly paying FEMA. The State may also deposit the amount owed directly into the applicable subaccount in U.S. Health and Human Services (HHS)/Smartlink and notify FEMA when it has reimbursed that subaccount, after which FEMA will de-obligate that amount in the subaccount. Alternatively, the sub-recipient may request to substitute unallowable costs for other costs that are allowable (e.g., necessary, allocable, and reasonable under the same award and have not yet been reimbursed by FEMA).

- B. Duplication of Benefits.** In accordance with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act), duplication of benefits is prohibited. The NMDHSEM must take all actions necessary and reasonable to ensure that all who receive federal assistance are aware of their responsibility to repay federal assistance that is duplicated by amounts available from insurance or any other source for the same purpose. The FEMA and/or NMDHSEM may at any time, pre-award or post-award, adjust the level of funding provided to account for financial assistance provided from any other source for the same purpose as the federal assistance or to account for benefits available for the same purpose from another source, irrespective of whether they are actually received. The sub-recipient shall notify NMDHSEM, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, United States Department of Agriculture (USDA), and other Federal, State, and private funding. The amount of duplicate sources available shall reduce allowable costs. The sub-recipient shall be liable to NMDHSEM to the extent that the sub-recipient receives duplicate benefits from any other source for the same purposes for which the sub-recipient has received payment from the NMDHSEM.
- C. Cooperation.** The NMDHSEM agrees, on its behalf and on behalf of its political subdivisions and others that receive federal assistance, to cooperate with the Federal Government in seeking recovery of federal assistance against any party or parties whose intentional acts or omissions or whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which federal assistance was provided under this Sub-recipient Grant Agreement. If applicable, FEMA will treat recovered funds as duplicated benefits available to NMDHSEM/sub-recipient in accordance with Section 312 of the Stafford Act (codified as amended at 42 U.S.C. § 5155).
- D. NMDHSEM Responsibilities.** The NMDHSEM is responsible for recovering federal assistance expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.
  - a. The NMDHSEM must notify FEMA of any potential debt as a result of federal funds expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.
  - b. The NMDHSEM must report all cases of suspected fraud to the USDHS Office of Inspector General. The NMDHSEM must cooperate with any investigation conducted by the USDHS Office of Inspector General. The NMDHSEM must cooperate with FEMA regarding any and all lawsuits that may result from the NMDHSEM or FEMA's attempt to recover funds or disallow costs.
- E. Statute of Limitations.** The 3-year statute of limitations limiting FEMA's ability to initiate an administrative action to recover funds paid as provided for in Section 705(a) of the Stafford Act (codified as amended at 42 U.S.C. § 5205(a)) begins with:

- a. **Initiation of an Administrative Action to Recover Payment.** The initiation of an administrative action to recover payment includes FEMA's written notice to the NMDHSEM or a sub-recipient of a questioned or disallowed cost or improper payment (including a request for information concerning such cost or payment) and written notice to the NMDHSEM or a sub-recipient of a FEMA or 3<sup>rd</sup> party review or audit.

**F. Refunds, Rebates, and Credits.** The NMDHSEM must transfer to FEMA the appropriate share, based on the federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this Sub-recipient Grant Agreement. The NMDHSEM must take necessary action to promptly collect all monies due or which may become due and if applicable, to cooperate with the Federal Government in any claim or suit in connection with amounts due.

**G. Non-Compliant Sub-recipients.** As per 2 C.F.R. §§ 200.207, 200.303(d) and 200.338(A-F), NMDHSEM can selectively use any or all the following remedies and prompt actions for non-compliance with any term of an award to include audit finding(s):

- a. Increased monitoring of projects and require additional financial and performance reports.
- b. Disallow advance payment process.
- c. Temporarily withhold payments pending correction of the deficiency.
- d. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance.
- e. Request FEMA to completely or partially de-obligate funding for a project.
- f. Temporarily withhold payments pending correction of the deficiency by the sub-recipient.
- g. Withhold further awards for the grant program.
- h. Take other programmatic or legally available remedies.

## **ARTICLE 8: CONSTRUCTION REQUIREMENTS**

**A.** The NMDHSEM must ensure that all applicable federal, state, and local permits and approvals are obtained, and all permit conditions are addressed before the start of any construction activity, including FEMA and NMDHSEM/sub-recipient compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, projects plans and specifications, applicable building codes, and program guidance.

## **ARTICLE 9: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE**

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

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

are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

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

## **ARTICLE 10: PROPERTY AND EQUIPMENT MANAGEMENT**

- A. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 CFR 200.326. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: **PURCHASED WITH FUNDS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY**. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM prior to the jurisdiction's encumbrance or expenditure for that equipment.
- B. The subrecipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.326. The subrecipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to NMDHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The subrecipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.
- C. Any disposition of property or equipment must be in accordance with 2 C.F.R. § 200.313(e) and pre-approved by FEMA through NMDHSEM.

## **ARTICLE 11: SUBRECIPIENT MONITORING POLICY**

- A. In accordance with 2 C.F.R. § 200.328, NMDHSEM may periodically monitor a sub-recipient's projects to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHSEM reserves the right to periodically review and conduct analysis of the sub-recipient's financial, programmatic, and administrative policies and procedures. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc. This may include unscheduled desk audits and field inspections. The sub-recipient shall accommodate all such requests within reason. If the sub-recipient encounters any unanticipated problem with the Scope of Work, allowed costs, procurement, permitting, or other difficulty, the sub-recipient must communicate that problem to NMDHSEM promptly. Work on affected projects must be suspended until the problem is resolved. Technical assistance is available from NMDHSEM staff.

B. The sub-recipient will immediately, no later than 24-hours upon notice, report to NMDHSEM allegations of wrong-doing on the part of any contractor, sub-contractor, agent or employee of the sub-recipient, or other interested party in reference to the work authorized under this Sub-recipient Grant Agreement. This extends to any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

## ARTICLE 12: PROCUREMENT

A. Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. § 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The Applicant must conform to applicable state and federal law and the Procurement Standards Sections 2 C.F.R. § 200.317-326, and Appendix II. Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

B. When procuring property and services under this agreement, the sub-recipient will follow 2 C.F.R. § 200.318 through 2 C.F.R. § 200.326 and Appendix II. The sub-recipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. § 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 C.F.R. § 200.320.

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

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments, including required contract provisions; and
- Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.

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

E. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

## ARTICLE 13: CONTRACTS

- A. Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole-source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.
- B. Any contract shall comply with the requirements of Procurement Standards Sections of 28 C.F.R. Parts 66 and 70, 2 C.F.R. Part 200 and OMB Circulars A-102 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" for expenditure of Federal funds under this Sub-recipient Grant Agreement. Applicants shall submit procurement and contracts to NMDHSEM for review prior to approval. Contracts for professional services must meet applicable local, state, and federal requirements. All contractors must be licensed in New Mexico for the type of work that is required. Prior to any contracted work beginning, the sub-recipient shall provide NMDHSEM with a copy of the contractor's license. Contract work must not exceed the scope of work and PW awarded amount prescribed by FEMA, unless requested through a scope of work change and approval from FEMA.
- C. Any contract entered during this sub-grant period shall comply with local, State, and Federal government contracting regulations. Professional and consultant services contracts must include local, State, and Federal government-required contract language, a project budget, SOW, and a pay schedule. *All contracts require pre-approval by DHSEM prior to execution.* Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants.

## ARTICLE 14: COMPETITION AND CONFLICTS OF INTEREST

- A. Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a subrecipient develop its grant application, project plans or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.
- B. Under this prohibition, unless the subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:
  - a. Placing unreasonable requirements on firms for them to qualify to do business;
  - b. Requiring unnecessary experience and excessive bonding;
  - c. Noncompetitive pricing practices between firms or between affiliated companies;
  - d. Noncompetitive contracts to consultants that are on retainer contracts;
  - e. Organizational conflicts of interest;

- f. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
  - g. Any arbitrary action in the procurement process.
- C. Per 2 C.F.R. § 200.319(c), the subrecipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, tribal, or territorial geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. **When contracting for architectural and engineering services, geographic location may be a selection criterion, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.**
- D. Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The non-federal entity's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipient entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.
- E. Under 2 C.F.R. § 200.318(c)(2), if the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local, tribal or territorial government, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or NMDHSEM in accordance with applicable FEMA policy.

## ARTICLE 15: CONTRACTS

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

## ARTICLE 16: AUDIT REQUIREMENTS

- A. As a federal grant recipient, the State of New Mexico requires a sub-recipient expending \$750,000 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with the Single Audit described in 2 C.F.R. § 200.501. The sub-recipient will permit state or federal officials and auditors to have access to sub-recipient and contractor records and financial statements as necessary for

the state to comply with 2 C.F.R. § 200.501. Copies of audit findings must be submitted to NMDHSEM within 30 days after the sub-recipient receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, the CFDA title and number, and the name of the pass-through agency (NMDHSEM) in all documents.

## ARTICLE 17: RECORDS RETENTION

### A. Records Retention.

- a. **State Requirement.** The State must retain records for three years after all projects are complete and the federal disaster is formally closed out, except in certain rare circumstances described in 2 C.F.R. § 200.334 (Retention requirements for records), from the date it submits the final Federal Financial Report (SF-425) to FEMA in compliance with 2 C.F.R. § 200.334. If FEMA administratively closes the grant where no final SF-425 was submitted, FEMA uses the date the grant was administratively closed as the start date for the three-year record retention period.
- b. **Sub-recipient Requirement.** The sub-recipients must retain project or subaward records for at least three years from the date that the NMDHSEM submits to FEMA the final expenditure report for a project or subaward. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving the project or subaward that starts before that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the three-year period, whichever is later.
- c. The sub-recipient will follow the record retention and access standards articulated in 2 C.F.R. § 200.333 through 2 C.F.R. § 200.337. The grant financial and administrative records shall be maintained for a period of three years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.
- d. The sub-recipient will be required to maintain project records until the expiration of the appropriate retention period. This includes records related to Management Costs, procurement, contracting, accounts payable, engineering, inventory, force account (materials, labor, and equipment), insurance settlements or other records related to the project scope of work. Retention procedures are outlined in the Hazard Mitigation Assistance Grant Programs Administrative Plan.

## ARTICLE 18: CHANGES TO AWARD

- A. All change requests must be submitted either in writing or electronically to the NMDHSEM contact for review 90 days prior to the termination of this Sub-recipient Grant Agreement. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this Sub-recipient Grant Agreement have otherwise been met at the time of the request. If approved by NMDHSEM and FEMA, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, change in project site, or release of special conditions, will result in an amendment to this award. Requests for changes must be formally submitted to NMDHSEM and FEMA.
- B. Changes to this Sub-recipient Grant Agreement will be made via a Sub-recipient Grant Agreement Amendment. The NMDHSEM will prepare each Amendment when needed. No Sub-recipient Grant

Agreement Amendment is valid until fully executed.

## ARTICLE 19: REMEDIES FOR NONCOMPLIANCE

- A. For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. The NMDHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. The NMDHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within five days of receipt of notification.
  - a. Unwillingness or inability to attain project goals or scope of work.
  - b. Unwillingness or inability to adhere to Special Conditions of this Sub-recipient Grant Agreement.
  - c. Failure or inability to adhere to grant guidelines and federal compliance requirements.
  - d. Improper procedures regarding contracts and procurements.
  - e. Failure to submit reliable and/or timely reports.
  - f. Fiscal management which does not meet reasonable professional standards.
  - g. Failure or inability to adhere to the terms and conditions of this Sub-recipient Grant Agreement.
  - h. Unwillingness or inability to obtain permits required by law to perform the eligible work.
  - i. Noncompliance with any and all federal, state, local and tribal grant requirements.
- B. The NMDHSEM shall notify the sub-recipient of any non-compliance issues in writing and shall attempt to arrive at a resolution in a timely and reasonable fashion. If corrective action is required, NMDHSEM and the sub-recipient shall determine a timeline and landmarks for remediation. The NMDHSEM may require additional detailed financial reports or additional project monitoring. The ultimate penalty for non-compliance with the terms and conditions of this Sub-recipient Grant Agreement is for payments to be withheld or for the award to be suspended or terminated. The sub-recipient agrees to make restitution if necessary.
- C. The NMDHSEM may take action as it determines appropriate under the circumstances including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award if the sub-recipient fails to comply with applicable Federal and State statutes, regulations, or the terms of this Sub-recipient Grant Agreement pursuant to 2 C.F.R. § 200.339.
- D. Nothing in this section abrogates the sub-recipient's right of appeal.

## ARTICLE 20: TERMINATION

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

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

## **ARTICLE 21: CLOSEOUT OF SUB-GRANT**

**A. Closeout of Projects.** Per 2 C.F.R. § 200.344, sub-recipients must submit all cost and supporting documentation for completed projects. The NMDHSEM will review and verify all costs and supporting documents to validate compliance. Failure to comply will result in de-obligation of the project. The NMDHSEM will close each sub-recipient file once it has conducted full review and approval of all supporting documents for compliance and all projects are completed and has project activity closed out.

**a. Management Costs.** Management Costs will be used for internal staff salaries, contractor payments and other support costs associated with this grant. This will be in accordance with all laws, rules, and FEMA regulations. Management Costs will be processed in accordance with the Hazard Mitigation Assistance Program and Policy Guide.

**The NMDHSEM commits to closeout of all grants regardless of the availability of management costs.**

## **ARTICLE 22: SPECIAL CONDITIONS**

**A.** The terms of this Sub-recipient Grant Agreement are contingent upon sufficient appropriations and authorizations being made by the USDHS FEMA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act U.S.C. §§ 5121-5207. If sufficient appropriations and authorizations are not made by FEMA this Sub-recipient Grant Agreement shall terminate immediately upon written notice being given by NMDHSEM to the sub-recipient. The decision of NMDHSEM shall be final.

**B.** If NMDHSEM proposes an Amendment to the Sub-recipient Grant Agreement to unilaterally reduce funding, the sub-recipient shall have the option to terminate the Sub-recipient Grant Agreement or agree to the reduced funding within 30 days of receipt of the proposed Amendment.

**C.** Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation of requirements applicable to the performance of this Sub-recipient Grant Agreement. Each party shall be liable for its own actions or inactions in accordance with state law and nothing herein shall be deemed a waiver, indemnity or to otherwise create or effect liabilities between the parties.

**D.** The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals.

**E.** All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period.

**F.** Quarterly financial and progress reports are due on January 30, April 30, July 30, and October 30, within the POP. Final reports are due 30 days after the end of POP.

- G. All revision requests must be reviewed and approved by NMDHSEM staff. All requests must meet the original scope of the project which may result in a sub-recipient grant amendment.
- H. A revision of a project's SOW must be pre-approved by NMDHSEM staff before the jurisdiction can proceed with the request for approval process. If the revision is approved, NMDHSEM staff may request additional documentation to proceed with recommendation to NMDHSEM Leadership for final approval.
- I. The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this Sub-recipient Grant Agreement are the sole responsibility of the sub-recipient of this award.
- J. Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports.
- K. Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted to NMDHSEM for return to FEMA.
- L. Extensions due to exigent or emergency circumstances will be determined by NMDHSEM on a case-by-case basis.



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

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

**SUB-RECIPIENT GRANT AGREEMENT**  
**Signatures of Acceptance**

SUB-GRANT NO.		FEMA-4529-DR-009-HMP NM Grant County	
JURISDICTION GRANT PROGRAM MANAGER PRINTED NAME: Scot Fuller			
OFFICIAL SIGNATURE: <i>Scot Fuller</i>		DATE:	December 12, 2023
CONTACT NUMBER:	575-574-0065	E-MAIL ADDRESS:	sfuller@grantcountynm.gov
JURISDICTION CHIEF FINANCIAL OFFICER PRINTED NAME: Linda Vasquez			
OFFICIAL SIGNATURE: <i>Linda Vasquez</i>		Date:	December 12, 2023
CONTACT NUMBER:	575-574-0019	E-MAIL ADDRESS:	lvasquez@grantcountynm.gov
JURISDICTION SIGNATORY OFFICIAL PRINTED NAME: Chris Ponce, Chairmain - Board of County Commissioners			
OFFICIAL SIGNATURE: <i>W</i>		DATE:	December 12, 2023
CONTACT NUMBER:	575-574-0008	E-MAIL ADDRESS:	cponce@grantcountynm.gov
NMDHSEM MITIGATION PROGRAM BUREAU CHIEF PRINTED NAME: Jeremy Klass			
NMDHSEM MITIGATION PROGRAM BUREAU CHIEF OFFICIAL SIGNATURE / DATE: <i>JK</i> 1/3/24			
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF PRINTED NAME: Valli Wasp			
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF OFFICIAL SIGNATURE / DATE: <i>VW</i> 1/3/2024			
NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL PRINTED NAME: Ali Rye			
NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL SIGNATURE / DATE: <i>Ali Rye</i>			

Digitally signed by Ali Rye  
Date: 2024.01.03 10:01:44  
-07'00'

Print one original agreement, sign and email to: [DHSEM.MITIGATION@DHSEM.nm.gov](mailto:DHSEM.MITIGATION@DHSEM.nm.gov)

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**ATTACHMENT 1**  
**USDHS Standard Terms and Conditions**  
**(January 24, 2022)**

The Fiscal Year (FY) 2022 USDHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to sub-recipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 USDHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

**A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

- I. USDHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the USDHS financial assistance office (USDHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. USDHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by USDHS at 2 C.F.R. Part 3002.
- III. By accepting this Agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**B. General Acknowledgements and Assurances**

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any USDHS compliance reviews or compliance investigations conducted by USDHS.
- II. Recipients must give USDHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate USDHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from USDHS or one of its awarding component agencies must complete the USDHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of USDHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the USDHS

Standard Terms and Conditions. Sub-recipients are not required to complete and submit this tool to USDHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The USDHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

**C. Standard Terms & Conditions**

**I. Acknowledgement of Federal Funding from USDHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

**II. Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

**IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

**V. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. USDHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the USDHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

**VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. USDHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**VII. Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**VIII. Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**IX. Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by USDHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**X. Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**XI. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

**XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. USDHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

**XIII. Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**XIV. Ensuring the Future is Made in All of America by All of America's Workers**

Recipients must comply with the "Build America, Buy America" provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)

**XV. False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)

**XVI. Federal Debt Status**

All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

**XVII. Federal Leadership on Reducing Text Messaging while Driving**

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.

**XVIII. Fly America Act of 1974**

Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

**XIX. Hotel and Motel Fire Safety Act of 1990**

Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

**XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019**

Recipients, sub-recipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to USDHS recipients, sub-recipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products

and contracting with certain entities for national security reasons.

**XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the USDHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**XXII. Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**XXIII. National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is USDHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by USDHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual USDHS programs.

**XXV. Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**XXVI. Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

## ATTACHMENT 2

### Reimbursement Checklist

**DHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable federal and state rules and regulations. Please only check the categories that apply to the reimbursement you are currently requesting.**

#### EQUIPMENT

- Have all invoices been included?
- Has AEL # been identified for each purchase?
- If service/warranty expenses are listed, are they only for the performance period of the grant?
- Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)

#### CONSULTANTS/CONTRACTORS

- Does the amount billed by consultant add up correctly?
- Has all appropriate documentation to denote hours worked been properly signed?
- Have copies of all planning materials and work product (e.g., meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- Has the invoice from consultant/contractor been included?
- Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

#### SALARY POSITIONS (Note: this applies to positions billed under M&A)

- Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- Has a time period summary sheet been included for total claimed amount?
- Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e., benefits/contributions).
- Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- Does the back-up documentation provided match the time period for which reimbursement is being requested?

#### **OTHER:**

- If EHP form needed – has copy of it and approval from USDHS/FEMA been included?

#### MATCHING FUNDS (IF APPLICABLE)

- Contributions are from Non-Federal funding sources.
- Contributions are from cash or in-kind contributions which may include training investments.
- Contributions are not from salary, overtime, or other operational costs unrelated to training.

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### **ATTACHMENT 3** **Glossary and Definitions**

**Applicant:** When an entity applies for PA funding, it is the **Applicant**. Once the Applicant receives funding, it is either the **recipient, pass-through entity, or a sub-recipient**.

**Authorized Equipment List (AEL):** The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs.

**Backfill:** The act of filling a position left by another employee who has been moved to another role.

**Cost Match:** Recipient or sub-recipient contribution. This can be cash (hard match) or third party in-kind (soft match). 2 C.F.R. 200.306.

**Cost Sharing or Matching:** The portion of project costs not paid by federal funds or contributions (unless otherwise authorized by federal statute). 2 C.F.R. 200.1 Cost sharing or matching.

**Declared fire:** An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster, which the FEMA Regional Administrator has approved in response to a state's request for a fire management assistance declaration and in accordance with the criteria listed in 44 C.F.R. 204.21. Fire Management Assistance Declaration Criteria.

**Disallowed costs:** Those charges to a federal award that the federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable federal statutes, regulations, or the terms and conditions of the federal award. 2 C.F.R. 200.1 Disallowed costs.

**Demobilization:** The process and procedures for deactivating, disassembling, and transporting back to their point of origin all resources that had been provided to respond to and support a declared fire.

**Disaster:** An emergency condition affecting all or part the state, overwhelming local resources, in which there is likely to be a significant recovery period. The Governor may request a Robert T. Stafford Act (Stafford Act) Disaster Declaration through FEMA, asking for the Public Assistance Program, Fire Management Assistance Program, Individual Assistance Program and Mitigation based upon known and estimated damage assessment data.

**Disaster Recovery Reform Act of 2018 (DRRA):** The DRRA represents the most comprehensive Emergency Management reform since the Post-Katrina Emergency Management Reform Act in 2006. It includes a larger and more reliable funding stream for pre-disaster mitigation, expanded assistance for individuals and households, and support for states, localities, tribes, and territories (SLTTs) to develop their own emergency management capabilities.

**Emergency:** A condition in which local and state emergency response agencies are overwhelmed by an incident to the point that federal assistance is needed. Unlike a disaster, an emergency does not have a recovery phase. The Governor may request a Stafford Act Emergency Declaration through FEMA, asking for the Public Assistance Program and/or Fire Management Assistance Grant.

**Emergency Work:** Work which must be done before, during and immediately after a disaster event to save lives and to protect improved property and public health and safety or to avert or lessen the threat of a major disaster. The FEMA Public Assistance emergency work Categories are:

- Category A (Debris Removal)
- Category B (Emergency Protective Measures)

**Equipment:** Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. 2 C.F.R. 200.1 Equipment.

**Expenditures:** Charges made by a non-federal entity to a project or program for which a federal award was received. 2 C.F.R. 200.1 Expenditures.

**Federal Award:** The federal financial assistance that a recipient receives directly from a federal awarding agency or indirectly from a pass-through entity. 2 C.F.R. 200.1 Federal award.

**Federal Emergency Management Agency (FEMA):** The federal agency responsible for coordinating disaster recovery efforts in partnership with state, local, and tribal governments.

**Federal Share:** The portion of the federal award costs that are paid using federal funds. 2 C.F.R. 200.1 Federal share.

**FEMA/State Agreement:** A formal, legal document between FEMA and the state or a tribal government giving the understandings, commitments, terms, conditions, and timelines for assistance resulting from a federal disaster, emergency, or fire declaration, declared by the President.

**Governor's Authorized Representative (GAR):** The person designated by the Governor to execute all necessary documents for disaster assistance programs on behalf of the state and local grant recipients. The GAR is responsible for state compliance with the FEMA/State Agreement. The GAR may also be designated as the State Coordinating Officer.

**Hazard Mitigation:** Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters.

**Hazard Mitigation (Sections 404 and 406):** Section 406 Mitigation measures are specific to the mechanism of the declared disaster and are an integral part of the reconstructed work on a facility or will protect or benefit the repaired portion of the facility. These are different from mitigation measures that are considered for eligibility under the Hazard Mitigation Grant Program (HMGP) of Section 404 of the Stafford Act. In the HMGP program, measures are proposed that may involve facilities other than those damaged by the disaster, new facilities, or even non-structural measures such as the development of floodplain management regulations.

**Incident Period:** The time interval during which the declared disaster occurs. The Regional Administrator, in consultation with the Governor's Authorized Representative and the Principal Advisor will establish the incident period. Generally, costs must be incurred during the incident period to be considered eligible.

The declaration designates the incident period. The incident period is the span of time during which the federally declared incident occurs. This period varies in length, depending on the incident.

**Improved Project:** When performing restoration work on a damaged facility, a sub-recipient may use the opportunity to make improvements to the facility. Projects that incorporate such improvements are improved projects. The improved facility must have the same function and at least the equivalent capacity as that of the pre-disaster facility. Federal funding for improved projects is limited to the lesser of the following: the federal share of the approved estimated costs to restore the damaged facility to its pre-disaster design and function or the federal share of the actual cost of completing the improved project. The sub-recipient must obtain FEMA approval, via the NMDHSEM, for an improved project prior to

construction.

**Indirect Costs:** Costs a recipient or sub-recipient incurs for a common or joint purpose benefitting more than one cost objective that are not readily assignable to the cost objectives specifically benefited.

**Joint Field Office (JFO):** A temporary facility established in or near a declared disaster area to serve as the field headquarters for FEMA, other federal and state recovery personnel, and serve as the focal point for federal disaster operations, direction, coordination, and information.

**Large Project:** An approved project estimated to cost the same as or more than the large project threshold amount. The large project threshold is a dollar amount adjusted annually to reflect changes in the Consumer Price Index for all urban consumers. The large project threshold amount, applicable to all projects, is the amount in effect on the declaration date of the disaster, regardless of when project approval is made or when the work is performed.

**Management Costs:** Management costs are any indirect costs, any direct administrative costs, and any other administrative expenses associated with the administration of HMA awards and subawards. Management costs are provided under HMGP, HMGP Post Fire, BRIC and FMA. For the Hazard Mitigation Grant Program (HMGP) and Hazard Mitigation Grant Program Post Fire (HMGP Post Fire), recipients will be reimbursed no more than 15% of the total amount of the award, of which not more than 10% may be used by the recipient and 5% by the subrecipient. Under HMGP and HMGP Post Fire, recipients' Administrative Plans must include procedures for monitoring and reporting on subrecipient management costs before receiving funding for management costs. For Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA), recipients may apply for a maximum of 10% of the total funds requested in their application cost estimate (federal and non-federal shares) for management costs to support the sub-applications included as part of their award. Subapplicants for BRIC and FMA may apply for a maximum of 5% of the total funds requested in a sub-application for management costs. Additional information is available in FEMA Policy #104-11-1, Hazard Mitigation Grant Program Management Costs (Interim).

**Pass-through Entity:** A non-federal entity that provides a subaward to a sub-recipient to carry out part of a federal program. 2 C.F.R. 200.1 Pass through entity (PTE).

**Performance Period for Hazard Mitigation Assistance:** The period of time stipulated in the Sub-recipient Grant Agreement, as amended, during which the sub-recipient must finish the approved work. Projects completed after the active Period of Performance deadline will be considered ineligible.

**Quarterly Financial Progress Report:** The information in this report is used by NMDHSEM to monitor sub-recipient cash flow, performance, and project implementation to ensure proper use of federal funds.

**Recipient:** Formally referred to as the grantee or sub-grantee or applicant. Federally Recognized Indian Tribal Governments may also be Recipients if they so desire and if they meet FEMA requirements.

**Recovery Officer:** Aids in the administration of disaster recovery grant programs for statewide disasters and emergencies. Coordinates and co-administers disaster recovery grant programs, ensuring that they are implemented and carried out according to state and federal program requirements.

**Recovery Unit:** This is the unit within the NMDHSEM Response and Recovery Bureau designated as responsible for the programmatic administration of the FEMA PA and FMAG Programs.

**Recovery Unit Manager:** Responsible for administering and supervising staff responsible for federal and state disaster recovery programs and serves as the Deputy State Coordinating Officer (SCO) for

emergencies or major disaster declarations.

**Response & Recovery Bureau Chief:** Responsible for supervising staff responsible for federal and state disaster recovery programs and staff that provides operational response capabilities to support the citizens of New Mexico. This position also serves as State Coordinating Officer (SCO) for emergencies or major disaster declarations.

**Request for Approval Form:** Used by sub-recipient to request approval from NMDHSEM to expend funds for previously identified and approved projects. Approval must be received prior to expenditure.

**Small Project:** An approved project estimated to cost less than the large project threshold amount.

**State Coordinating Officer (SCO):** The person designated by the Governor to coordinate state and local disaster assistance efforts with those of the federal government. The GAR may also be the SCO. The Governor will name the GAR and the SCO in the FEMA/State Agreement.

**Sub-recipient:** Formally referred to as the sub-grantee or applicant, is a state agency, local government, tribal government, other legal governmental entity, or a private non-profit (PNP) organization that receives a sub-grant award and which is accountable to the state for the use of the funds provided. The FEMA reserves the final decision as to sub-recipient eligibility.

**Supplanting:** When a state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, federal funds must be used to **supplement** existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the sub-recipient or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. US Department of Justice Office of Justice Programs, Grants 101.

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**ATTACHMENT 4**  
**Acronyms**

**AEL:** Authorized Equipment List  
**AGAR:** Alternate Governor's Authorized Representative  
**ASB:** Administrative Services Bureau of NMDHSEM  
**CFDA:** Catalog of Federal Domestic Assistance  
**DAC:** Direct Administrative Costs  
**DOT:** Department of Transportation  
**DPS:** Department of Public Safety  
**DRRA:** Disaster Recovery Reform Act of 2018  
**DSCO:** Deputy State Coordinating Officer  
**DSIBD:** Deputy State Infrastructure Branch Director  
**DSPAGS:** Deputy State Public Assistance Group Supervisor  
**EMAC:** Emergency Management Assistance Compact  
**EMMIE:** Emergency Management Mission Integrated Environment  
**EMNRD:** Energy, Minerals and Natural Resources Department  
**FEMA:** Federal Emergency Management Agency  
**FFATA:** Federal Funding Accountability and Transparency Act  
**FMAG:** Fire Management Assistance Grant  
**GAR:** Governor's Authorized Representative  
**IMAS:** Intrastate Mutual Aid System  
**INF:** Immediate Needs Funding  
**IOF:** Initial Operating Facility  
**JFO:** Joint Field Office  
**NSPO:** Net Small Project Overrun  
**NMDHSEM:** New Mexico Department of Homeland Security and Emergency Management  
**ONA:** Other Needs Assistance  
**OMB:** Office of Management and Budget  
**PA:** Public Assistance  
**PAGS:** Public Assistance Group Supervisor  
**PAPPG:** Public Assistance Program and Policy Guide  
**PDA:** Preliminary Damage Assessment  
**PDMG:** Program Delivery Manager  
**PIO:** Public Information Officer  
**PNP:** Private Non-Profit  
**POP:** Period of Performance  
**PW:** Project Worksheet  
**R&R:** Response & Recovery Bureau  
**REC:** Record of Environmental Consideration  
**RO:** Recovery Officer  
**RP A:** Request for Public Assistance  
**SCO:** State Coordinating Officer  
**SOW:** Scope of Work  
**SHARE:** New Mexico Statewide Human Resources, Accounting, and Management Reporting System

**SIBD:** State Infrastructure Branch Director

**SPAGS:** State Public Assistance Group Supervisor

**SPAO:** State Public Assistance Officer

**USDHS:** United States Department of Homeland Security

**USFS:** US Forest Service

**VFO:** Virtual Field Office

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**XXVII. Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**XXVIII. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**XXIX. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**XXX. Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements.**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**XXXII. SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**XXXIII. Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**XXXIV. Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons.**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15,

the full text of which is incorporated here by reference.

**XXXV. Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**XXXVI. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**XXXVII. Use of USDHS Seal, Logo and Flags**

Recipients must obtain permission from their USDHS FAO prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**XXXVIII. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

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

## **SUBRECIPIENT GRANT AGREEMENT**

FY 2024 State Homeland Security Grant Program (SHSGP)

2024 Federal Grant No.: EMW-2024-SS-05231 Assistance Listing No.: 97.067

## **SUB GRANT RECIPIENT INFORMATION**

<b>SUBRECIPIENT NAME</b>	Grant County	<b>SUBGRANT NUMBER</b>	SHSGP2024-Grant
<b>FIDUCIARY NAME</b>	Grant County	<b>SUPPLIER ID NO.</b>	54417
<b>EIN NUMBER</b>	85-6000218	<b>CAGE CODE</b>	3YFW2
<b>SAM UEI #</b>	UKBZFNJZDX3	<b>REMIT ADDRESS</b>	PO BOX 898
<b>PHYSICAL ADDRESS</b>	PO BOX 898 Silver City, NM 88062		Silver City, NM 88062

## NMDHSEM INFORMATION

**POINT OF CONTACT** Merrill Miller **PHONE NUMBER** (505) 659-8059  
**EMAIL ADDRESS 1** [Merrill.Miller@dhsem.nm.gov](mailto:Merrill.Miller@dhsem.nm.gov) **EMAIL ADDRESS 2** [DHSEM-GrantsManagement@state.nm.us](mailto:DHSEM-GrantsManagement@state.nm.us)

## SUBGRANT AWARD INFORMATION

**PERIOD OF PERFORMANCE:**

**START DATE** October 1, 2024

**END DATE** September 30, 2026

NAME OF PROJECT AWARD		AMOUNT AWARDED
1	Incident Commanders Radio Interface	\$35,000.00
2		
3	571-V0-4554 (R)	
4		
5	571-V0-5028 (E)	
	AWARDED AMOUNT	\$35,000.00

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

**WHEREAS**, funding has been obligated from the USDHS pursuant to a request by the applicant, subrecipient, and subgrantee.

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

## **ARTICLE 1: SUBGRANT AGREEMENT DOCUMENTS**

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

This Agreement:

- [The U. S. Department of Homeland Security \(DHS\) Notice of Funding Opportunity \(NOFO\) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov](#)
- Attachment 1: USDHS Standard Terms and Conditions (November 29, 2022) which are incorporated by reference into this Subgrant Agreement.
- Attachment 2: Reimbursement Checklist.
- Attachment 3: NQS Implementation Phase Objectives
- Attachment 4: Glossary and Definitions.
- Attachment 5: Acronyms.

## **ARTICLE 2: SCOPE OF WORK**

As authorized by Section 2002 of the Homeland Security Act of 2002, as amended, (Pub. L. No. 107-296 as amended) (6 U.S.C Section 603), and the Department of Homeland Security Consolidated Appropriations Act, 2023 (Pub. L. No. 117-328), the subrecipient shall use State Homeland Security Grant Program (SHSGP) funds to support efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism. Specifically, these funds shall be utilized by the subrecipient for projects previously identified in the 2024 SHSGP Application and approved by the NMDHSEM Secretary or designee.

All work performed pursuant to this agreement must comply with the approved 2024 SHSGP Application. All work must be completed within the performance period, between **October 1, 2024, and September 30, 2026**. The subrecipient shall not subgrant any part of this award to any other entity or organization.

## **ARTICLE 3: PROJECT IMPLEMENTATION**

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the subrecipient must submit a written statement to the NMDHSEM Point of Contact as identified on page 1, of this document signed by the subrecipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of NMDHSEM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects. Applicants are strongly encouraged to begin planning to sustain existing capabilities through funding mechanisms other than DHS preparedness grants.

## ARTICLE 4: REPORTING REQUIREMENTS

The subrecipient, shall submit timely **Quarterly Financial Progress Reports (FPR)** and **Performance Progress Reports (PPR)** to the **NMDHSEM Point of Contact** identified on page 1. Use of outdated forms will not be accepted. All quarterly reports are due: October 15, January 15, April 15, and July 15 within the Period of Performance (POP) beginning after the conclusion of the first quarter of grant activity. **Requests for payment will be processed ONLY if both quarterly reports are received on time.**

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

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

## ARTICLE 5: REIMBURSEMENTS

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

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

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

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

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

**EQUIPMENT:** Per 2 CFR 200.1, equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by the recipient or subrecipient for financial statement purposes, or \$10,000. Allowable equipment categories are listed on the web-based FEMA Authorized Equipment List (AEL): [www.fema.gov/grants/tools/authorized-equipment-list](http://www.fema.gov/grants/tools/authorized-equipment-list). Screenshots of the AEL number and description are required to be submitted along with the Request for Approval (RFA). Some equipment items require prior approval from FEMA before obligation or purchase of the items. Please reference the AEL grant notes for each equipment

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

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

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

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

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

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

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

#### **NON-REIMBURSABLE EXPENSES:**

- Grant funds must comply with FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed;
- Applying funds toward hiring full-time or permanent sworn public safety officers
- Reimbursement for the maintenance or wear and tear costs of general use vehicles (e.g., construction vehicles), medical supplies, and emergency response apparatus (e.g., fire trucks, ambulances); and
- Equipment that is purchased for permanent installation and/or use, beyond the scope of the conclusion of the exercise (e.g., electronic messaging sign).
- Transfer of funds between any programs.
- Contracts, single vendor response to a competitive bid, sole source contracts, and procurements greater than \$60,000 not pre-approved by NMDHSEM.
- Training and related travel costs not pre-approved by NMDHSEM.
- Construction and renovation.
- Indirect costs.
- Supplanting (using federal funds to purchase items previously budgeted for with state, local, tribal, and territorial funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Entertainment and sporting events.
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.

- Lodging costs in excess of state per diem, as appropriate.
- Food reimbursement when travel does not exceed 24 hours.
- Alcoholic beverages.
- Late fees, or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund-raising, including salaries of persons while engaged in these activities.
- Land acquisition.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- Expenses not pre-approved by NMDHSEM via a RFA form.
- Operation Stonegarden (OPSG) Only
  - costs associated with evidence collection, arrest processing, prosecution, and Traffic/DUI checkpoints, such as evidence documentation cameras, fingerprinting supplies, alcohol breathalyzers, portable work lights, traffic barricades, and similar law enforcement expenses
  - costs associated with staffing and general IT computing equipment and hardware, such as personal computers, faxes, copy machines, modems, etc
  - hiring full-time or permanent sworn public safety officers
  - supplant inherent routine patrols and law enforcement operations or activities not directly related to providing enhanced coordination between local and federal law enforcement agencies
  - construction and/or renovation costs are prohibited

## **ARTICLE 6: PERFORMANCE MEASURES**

The quarterly PPR form shall demonstrate performance and progress relative to acceptable performance metrics identified in The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov .

### **FY 2024 Performance Metrics:**

- Percentage of funding allocated by the subrecipient to core capabilities to build or sustain national priorities identified in the HSGP FY 2024 NOFO.
- Percentage of funding and projects allocated by the subrecipient that align to capability gaps identified through the THIRA/SPR process.
- Percentage of projects identified by the subrecipient that address a capability gap in a core capability that has a target(s) rated as high.

## **ARTICLE 7: SUBRECIPIENT MONITORING POLICY**

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

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

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

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

All costs charged to awards covered by the USDHS NOFO Fiscal Year 2023 Homeland Security Grant Program must comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements at 2 C.F.R. Part 200, unless otherwise indicated in the funding notice, or the terms and conditions of the award. This includes, among other requirements, that costs must be incurred, and products and services must be delivered, within the period of performance of the award. See 2 C.F.R. § 200.403(h) (referring to budget periods, which for FEMA awards under this award is the same as the period of performance).

In general, the Cost Principles establish standards for the allowability of costs, provide detailed guidance on the cost accounting treatment of costs as direct or administrative costs, and set forth allowability principles for selected items of cost. More specifically, except as otherwise stated in The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov, the terms and condition of an award, or other program materials, costs charged to awards covered by The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov must be consistent with the Cost Principles for Federal Awards located at 2 C.F.R. Part 200, Subpart E. In order to be allowable, all costs charged to a FEMA award or applied to the cost share must be reasonable in nature and amount and allocable to the particular FEMA award. Additionally, all costs charged to awards must comply with the grant program's applicable statutes, policies, and requirements in this notice as well as with the terms and conditions of the award. If FEMA and/or NMDSEM staff identify costs that are inconsistent with any of these requirements, these costs may be disallowed, and FEMA and/or NMDSEM staff may recover funds as appropriate, consistent with applicable laws, regulations, and policies.

As part of those requirements, subrecipients may only use federal funds for the purposes set forth in The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov and the terms and conditions of the award, and those costs must be consistent with the statutory authority for the award.

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

See the Allowable Cost Matrix section in The U. S. Department of Homeland Security (DHS) Notice of Funding Opportunity (NOFO) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov for allowable cost activities.

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

is listed on the FEMA Authorized Equipment List (AEL): <https://www.fema.gov/grants/tools/authorized-equipment-list>.

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

Investments in emergency communications systems and equipment must meet applicable guidance identified in the [SAFECOM Guidance on Emergency Communications Grants \(SAFECOM Guidance\)](#). Such investments must be coordinated with the New Mexico Statewide Interoperability Coordinator (SWIC) and the State Interoperability Governing Body (SIGB) to ensure interoperability and long-term compatibility.

**Training.** Allowable training-related costs under SHSGP include the establishment, support, conduct, and attendance of training specifically identified under the SHSGP program and/or in conjunction with emergency preparedness training by other federal agencies (e.g., Health and Human Services [HHS] and Department of Transportation [DOT]). Training conducted using SHSGP funds should address a performance gap identified through an Integrated Preparedness Plan (IPP) or other assessments (e.g., National Emergency Communications Plan [NECP] Goal Assessments) and contribute to building a capability that will be evaluated through a formal exercise. See the [The U. S. Department of Homeland Security \(DHS\) Notice of Funding Opportunity \(NOFO\) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov](#) for further information on allowable costs under this category.

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

**Exercises.** Funding is allowable to design, develop, conduct and evaluate preparedness exercises. See the [The U. S. Department of Homeland Security \(DHS\) Notice of Funding Opportunity \(NOFO\) Fiscal Year 2024 Homeland Security Grant Program | FEMA.gov](#) for further information on allowable costs under this category. Exercises conducted with grant funding should be managed and conducted consistent with Homeland Security Exercise and Evaluation Program (HSEEP). The HSEEP guidance for exercise design, development, conduct, evaluation, and improvement planning is located at <https://www.fema.gov/emergency-managers/national-preparedness/exercises/hseep>.

Some exercise activities require EHP review, including exercises, drills or trainings that require any type of land, water, or vegetation disturbance or building of temporary structures or that are not located at facilities designed to conduct training and exercises. Additional information on exercise requirements and EHP review can be found online at [https://www.fema.gov/sites/default/files/documents/fema\\_gpd-ehp-policy-guidance.pdf](https://www.fema.gov/sites/default/files/documents/fema_gpd-ehp-policy-guidance.pdf).

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

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

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

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

**Construction and Renovation.** All construction and renovation projects require EHP review. Subrecipients proposing projects that have the potential to impact the natural or built environment, including, but not limited to, the construction of communication towers; modification or renovation of existing buildings, structures, and facilities; new construction, including replacement or relocation of facilities; and some training activities, must participate in the FEMA EHP review process. For the purposes of the limitations on funding levels, communications towers are not considered construction. All construction of communication towers requires EHP review. When applying for funds to construct communication towers, recipients and subrecipients must submit evidence that the Federal Communication Commission's Section 106 of the National Historic Preservation Act, Pub. L. No. 89-665, as amended, review process has been completed and submit all documentation resulting from that review to FEMA with a Grant Programs Directorate (GPD) EHP Screening Form and supporting materials for EHP review.

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

#### **Unallowable Costs**

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

## **ARTICLE 9: PROCUREMENT**

Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. § 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The subrecipient must conform to applicable state and federal law and the Procurement Standards Sections 2 C. F. R § 200.317 through 2 C.F.R. § 200.327, and Appendix II to Part 200.

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

When procuring property and services under this agreement, the subrecipient will follow 2 C.F.R. § 200.318 through 2 C.F.R. § 200.327 and Appendix II to Part 200. The subrecipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. 200. As such, the subrecipient must use one of the methods of procurement identified in 2 C.F.R. § 200.320. A RFA form must be approved by NMDHSEM staff prior to any-tangible expenditures.

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

1. Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
2. Responses to solicitations, such as quotes, bids, or proposals;
3. Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
4. Contract documents and amendments, including required contract provisions; and
5. Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.

Additional information on required procurement records can be found in the Procurement Disaster Assistance Team (PDAT) Field Manual, [https://www.fema.gov/sites/default/files/documents/fema\\_PDAT-field-manual\\_102021.pdf](https://www.fema.gov/sites/default/files/documents/fema_PDAT-field-manual_102021.pdf).

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

## ARTICLE 10: COMPETITION AND CONFLICTS OF INTEREST

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

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

such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:

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

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

Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipients entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.

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

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

All requests to purchase Small Unmanned Aircraft Systems (sUAS) with FEMA grant funding must comply with FEMA Policy 207-22-0002, Prohibited or Controlled Equipment Under FEMA Awards, and also include a description of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to or otherwise use the sUAS equipment. SUAS policies are not required at the time of application but must be received and approved by FEMA prior to obligating HSGP funds. All grant-funded procurements must be executed in a manner compliant with federal procurement standards at 2 C.F.R. § 200.317 through 2 C.F.R. § 200.327. For recipients that use HSGP funds for sUAS, FEMA advises that there is a general privacy concern related to the use of this equipment if the data the devices collect is transmitted to servers not under the control of the operator. It has been reported that some manufacturers of sUAS encrypt data and send that data to

servers outside the United States. The U.S. Department of Homeland Security's Privacy Office suggests the recipient fully explore data transmission and storage issues with vendors to reduce the possibility of data breaches.

Additionally, the Joint Explanatory Statement (JES) accompanying the FY 2024 DHS Appropriations Act further requires recipients to certify they have reviewed the [Industry Alert on Chinese Manufactured Unmanned Aircraft Systems](#), and completed a risk assessment that considers the proposed use of foreign-made sUAS to ascertain potential risks (e.g., privacy, data breaches, cybersecurity, etc.) related to foreign-made versus domestic sUAS.

#### **Acquisition and Use of Technology to Mitigate UAS (Counter-UAS)**

In August 2020, FEMA was alerted of an advisory guidance document issued by DHS, the Department of Justice, the Federal Aviation Administration, and the Federal Communications Commission: [Interagency Legal Advisory on UAS Detection and Mitigation Technologies Homeland Security \(dhs.gov\)](#). The purpose of the advisory guidance document is to help non-federal public and private entities better understand the federal laws and regulations that may apply to the use of capabilities to detect and mitigate threats posed by UAS operations (i.e., Counter-UAS or C-UAS).

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

It is strongly recommended that, prior to the testing, acquisition, installation, or use of UAS detection and/or mitigation systems, entities seek the advice of counsel experienced with both federal and state criminal, surveillance, and communications laws. Entities should conduct their own legal and technical analysis of each UAS detection and/or mitigation system and should not rely solely on vendors' representations of the systems' legality or functionality. Please also see the DHS press release on this topic for further information: [Interagency Issues Advisory on Use of Technology to Detect and Mitigate Unmanned Aircraft Systems Homeland Security \(dhs.gov\)](#).

## **ARTICLE 12: GENERAL SERVICES ADMINISTRATION SCHEDULES**

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

For tribes, local governments, and their instrumentalities that purchase off of a GSA schedule, this will satisfy the federal requirements for full and open competition provided that the subrecipient follows the GSA ordering procedures; however, tribes, local governments, and their instrumentalities will still need to follow the other rules under [2 C.F.R. § 200.317 through 2 C.F.R. § 200.327](#), such as solicitation of minority businesses, women's business enterprises, small businesses, or labor surplus area firms ([2 C.F.R. § 200.321](#)), domestic preferences ([2 C.F.R. § 200.322](#)), contract cost and price ([2 C.F.R. § 200.324](#)), and required contract provisions ([2 C.F.R. § 200.327](#) and [Appendix II to Part 200](#)).

**Other Supply Schedules and Programs:** For non-federal entities other than states (such as tribes, local governments, and nonprofits) that want to procure goods or services from a state supply schedule, cooperative purchasing

program, or other similar program, in order for such procurements to be permissible under federal requirements, the following must be true:

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

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

## **ARTICLE 13: CONTRACTS**

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

## **ARTICLE 14: AUDIT REQUIREMENTS**

As the federal grant recipient, the State of New Mexico requires a subrecipient expending \$1,000,000.00 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2 C.F.R. 200 Subpart F. The subrecipient will permit NMDHSEM staff and auditors to have access to the subrecipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 C.F.R. 200 Subpart F. Copies of audit findings must be submitted to the NMDHSEM Point of Contact within 30 days after the subrecipient receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, and year; the Assistance Listing title and number; and the name of the pass-through agency.

## **ARTICLE 15: PROPERTY AND EQUIPMENT MANAGEMENT**

The subrecipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.316. The subrecipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to NMDHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The

subrecipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

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

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

The subrecipient must provide information to FEMA of the legally required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The subrecipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances. See FEMA Policy: Grant Program Directorate Environmental Planning and Historic Preservation, FEMA Policy #108-023-1, Revision 2 for more information.

Subrecipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, construction projects inside buildings less than 43 years old and exercises. The subrecipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form does not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

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

## **ARTICLE 17: PUBLICATIONS**

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

## **ARTICLE 18: RECORDKEEPING**

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

be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

## ARTICLE 19: CHANGES TO AWARD

In keeping with 2 C.F.R. § 200.308, the subrecipient must report deviations from the approved budget, project or program scope, or objective(s) in accordance with 2 C.F.R. § 200.329. The subrecipient must request prior approvals for budget and program plan revisions in accordance with this section. The subrecipient must request prior written approval for the following program and budget-related reasons:

- (1) Change in the scope or the objective of the project or program (even if there is no associated budget revision requiring prior written approval).
- (2) Change in key personnel (including employees and contractors) that are identified by name or position in the Federal award.
- (3) The disengagement from a project for more than three months, or a 25 percent reduction in time and effort devoted to the Federal award over the course of the period of performance, by the approved project / program director.
- (4) The inclusion, unless waived by the Federal agency, of costs that require prior approval in accordance with 2 C.F.R. Subpart E as applicable.
- (5) The transfer of funds budgeted for participant support costs to other budget categories.
- (6) Subaward activities not proposed in the application and approved in the Federal award or NMDHSEM subgrant agreement.
- (7) Changes in the total approved cost-sharing amount.
- (8) The need arises for additional Federal funds to complete the project.
- (9) Transferring funds between the construction and non-construction work under a Federal award.
- (10) A no-cost extension (meaning, an extension of time that does not require the obligation of additional Federal funds) of the period of performance

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

## ARTICLE 20: EXTENSION REQUESTS

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

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

1. The grant program, fiscal year, and award number;
2. Reason for the delay –including details of the legal, policy, or operational challenges that prevent the final outlay of awarded funds by the deadline;

3. Current status of the activity(ies);
4. Approved POP termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and, if applicable, non-federal;
7. Budget outlining how remaining federal and, if applicable, non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for achieving each milestone and the position or person responsible for implementing the plan for completion; and Certification that the activity(ies) will be completed within the extended POP without any modification to the original statement of work, as described in the Investment Justification (IJ) and as approved by FEMA.

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

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

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

## ARTICLE 21: OTHER GENERAL PROVISIONS

- The performance period for this grant award is **October 1, 2024 through September 30, 2026**. Further, all personnel related grant activity must be completed between **October 1, 2024 through September 30, 2026**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 15 days of the end of the performance period when the final performance progress and financial progress reports are due.
- The FY 2024 SAFECOM Guidance on Emergency Communications Grants, in coordination with stakeholders and federal partners, and the National Emergency Communications Plan Goals, targets funding priorities to address:
  - Priority 1: Governance and Leadership
  - Priority 2: Planning and Procedures
  - Priority 3: Training, Exercises, and Evaluation
  - Priority 4: Activities that Enhance Communications Coordination
  - Priority 5: Standards-Based Technology and Infrastructure
  - Priority 6: Cybersecurity
- **Deployable / Shareable Assets:** All assets supported in part or entirely with non-disaster grant funding must be readily deployable to support emergency or disaster operations per existing Intrastate Mutual Aid System, (IMAS) and/or Emergency Management Assistance Compact (EMAC) and other mutual aid agreements. Assets that may not be physically deployable but support national response capabilities, such as interoperable communications systems and equipment, is considered shareable assets. Access to and use of these assets must be made readily available upon the request of NMDHSEM.

- The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The subrecipient shall follow the financial management requirements imposed on them by NMDHSEM, which includes the requirements of the USDHS.
- The signature of the signatory officials on this award attests to the subrecipient's understanding, acceptance, and compliance with Lobbying; Debarment, Suspension, and Other Responsibility Matters; Drug-free Workplace Requirements; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state, local, tribal, and territorial funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.
- The subrecipient shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other state, local, tribal, and territorial agencies, and each award is accounted for separately.
- The subrecipient shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. The subrecipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- The subrecipient certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) (for USDHS/DOJ grants). An EEOP is not required for subrecipients of less than \$25,000.00 or fewer than 50 employees.
- The subrecipient certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.

## ARTICLE 22: REMEDIES FOR NON-COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. The NMDHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. The NMDHSEM shall notify the subrecipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The subrecipient must respond within five days of receipt of notification. See 2 C.F.R. § 200.399.

- Unwillingness or inability to attain project goals.
- Unwillingness or inability to adhere to the Special Conditions section of this subgrant agreement.
- Failure or inability to adhere to grant guidelines and federal compliance requirements.
- Improper procedures regarding contracts and procurements.
- Inability to submit reliable and/or timely reports.

- Management systems which do not meet federal required management standards.
- Failure or inability to adhere to the terms and conditions of this agreement.

## ARTICLE 23: TERMINATION

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

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

## ARTICLE 24: SPECIAL CONDITIONS

- **The Homeland Security Grant Program Notice of Funding Opportunity Requirements** – All of the instructions, guidance, limitations, and other conditions set forth in the USDHS Preparedness Grants Manual and the NOFO for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the USDHS Preparedness Grants Manual and the NOFO.
- The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from the Grants Management Bureau is required for all purchases regardless of any application review.
- All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period. Furthermore, at least **25%** of the grant award must be expended in the first quarter for each project; some exceptions and/or extenuating circumstances may apply.
- **Request for Approval** - Pre-approval from NMDHSEM staff is required for all purchases regardless of any application review. The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals. A Request for Approval (RFA) form must be approved prior to any tangible expenditures.
- **National Incident Management System (NIMS)** - All subrecipients and beneficiaries must have a completed NIMS Assessment on or before September 30 of each year. All funded beneficiaries, to include but not limited to, first response agencies and special teams, must also complete a NIMS Assessment. Subrecipients must continue working on NIMS implementation objectives throughout the performance period of the grant and thereafter.

- **Threat Hazard Identification Risk Assessment (THIRA)** - All subrecipients must complete and/or revise their THIRA every three years and submit to NMDHSEM no later than October 31 of that year. [www.fema.gov/sites/default/files/2020-04/CPG201Final20180525.pdf](http://www.fema.gov/sites/default/files/2020-04/CPG201Final20180525.pdf)
- **Stakeholder Preparedness Report (SPR)** - All subrecipients must complete and/or revise their SPR every year and submit to NMDHSEM no later than October 31st of that year. [www.fema.gov/sites/default/files/2020-04/CPG201Final20180525.pdf](http://www.fema.gov/sites/default/files/2020-04/CPG201Final20180525.pdf)
- **Tactical Interoperable Communication Plan (TICP)** - All subrecipients must complete and/or revise their local and/or regional Tactical Interoperable Communication Plan every year and submit to the New Mexico Statewide Interoperability Coordinator (SWIC) and your Local Preparedness Coordinator.
- **Emergency Operations Plan (EOP)** - All subrecipients must have a current, fully promulgated All Hazards Emergency Operations Plan (EOP); compliant with Developing and Maintaining Emergency Operations Plans, Comprehensive Preparedness Guide (CPG) 101, September 2021, Version 3.0; and approved by NMDHSEM and must update at least once every two years. Sub-recipients are required to complete and include the NMDHSEM provided EOP crosswalk when submitting their EOPs to their Local Preparedness Coordinator for approval.
- **National Qualification System (NQS) - National Qualification System (NQS)** - All subrecipients and their beneficiaries must achieve Phase 3 NQS Implementation Objectives outlined on Attachment 3. Subrecipients must have issued PTBs to incident workforce personnel, which they designate, and ensure incident workforce personnel show progress in working towards task endorsements and minimum training requirements.
- **Integrated Preparedness Plan (IPP)** - Subrecipients must have a current multi-year Integrated Preparedness Plan that identifies preparedness priorities and activities. The current multi-year IPP must be submitted to the NMDHSEM Training and Exercise Unit before April 1 of each year.
- All subrecipients are required to conduct one exercise to test the capabilities of equipment purchased with past or current federal preparedness grants. All AAR/IP and/or AAR/IP input forms must be sent to the NMDHSEM Training and Exercise Unit no later than 60 days after the exercise. Contact the DHSEM Point of Contact for more information.
- All SHSGP performance activities will be monitored by the assigned point of contact on a quarterly basis or as needed to ensure subrecipients are conducting progressive activities to ensure project completion within the specified performance period.
- Personnel hiring, overtime, and backfill expenses are permitted under this grant to perform allowable HSGP planning, organization, training, exercise, and equipment activities. All subrecipients of HSGP funds, including SHSGP, UASI, and OPSG allocations, may not use more than 50% of their awards to pay for personnel activities unless a waiver is approved by FEMA through NMDHSEM. For more information on the 50% personnel cap, please see FEMA IB 421b, Clarification on the Personnel Reimbursement for Intelligence Cooperation and Enhancement of Homeland Security Act of 2008 (Public Law 110-412) <https://www.fema.gov/sites/default/files/2020-04/Price Wavier Act Clarification IB 421A Final 06-04-19.pdf>.
- **Program Performance Reporting Requirements (PPR) and Financial Progress Reports (FPR)** - Subrecipients are responsible for providing performance reports to the State Administrative Agency, NMDHSEM, on a quarterly basis. Final financial reports are due 15 days after the end of performance period. The PPR and

FFR shall be submitted to the point of contact and Grants Management Bureau at [DHSEM-GrantsManagement@state.nm.us](mailto:DHSEM-GrantsManagement@state.nm.us).

PERFORMANCE PERIOD	REPORT DUE DATE	LOCAL REPORT DUE
July 1 – September 30	October 15	Quarterly PPR & FPR
October 1 – December 31	January 15	Quarterly PPR & FPR
January 1 – March 31	April 15	Quarterly PPR & FPR
April 1 – June 30	July 15	Final PPR & FPR

- All revision requests must be reviewed and approved by the Grants Management Bureau. All requests must meet the original scope of the project and may result in a subgrant amendment.
- A revision of a project's scope of work must be pre-approved by the Grants Management Bureau before the jurisdiction can proceed with the request for approval process. Additional documentation may be requested from the subrecipient prior to a recommendation to NMDHSEM Leadership for final approval.
- Annual external audit reports must be submitted to NMDHSEM within 30 days of receipt by subrecipients.
- Contracts for professional and consultant services that have been executed without written pre-approval from NMDHSEM are not eligible for reimbursement. The subrecipient will be responsible for all costs associated with services rendered under the unapproved contract.
- The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this subgrant agreement are the sole responsibility of the subrecipient of this award.
- Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.
- Extensions due to exigent or emergency circumstances will be determined by NMDHSEM on a case-by-case basis. Applicants who need to request an extension, must notify their NMDHSEM Point of Contact within 90 days of the POP end date.
- Grant funds may not be used for the following:
  - Unallowable Equipment: Grant funds must comply with FEMA Policy 207-22-0002 Prohibited or Controlled Equipment Under FEMA Awards, and may not be used for the purchase of firearms, ammunition, grenade launchers, bayonets, or weaponized aircraft, vessels, or vehicles of any kind with weapons installed.
  - Expenditures for weapons systems and ammunition.
  - Costs used to support the hiring of any personnel to fulfill traditional public health and safety duties nor to supplant traditional public health and safety positions and responsibilities.
  - Costs associated with hiring, equipping, training, etc. sworn public safety officers whose primary job responsibilities include fulfilling traditional public safety duties such as law enforcement, firefighting, emergency medical services, or other first responder duties.
  - Costs that supplant traditional public safety positions and responsibilities
  - Activities and projects unrelated to the completion and implementation of the SHSGP/OPSG Program.

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

**SUBRECIPIENT GRANT AGREEMENT – STATE HOMELAND SECURITY GRANT PROGRAM EMW-2024-SS-05231**

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the subrecipient to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

**Signature of Acceptance**

JURISDICTION SIGNATURES	
SIGNATURE OF STATE HOMELAND SECURITY GRANT PROGRAM MANAGER	
OFFICIAL SIGNATURE: <u>William Scot Fuller</u>	DATE: <u>11-5-24</u>
PRINTED NAME: <u>William Scot Fuller - Emergency Manager</u>	
CONTACT NUMBER: <u>575-574-0065</u>	EMAIL ADDRESS: <u>sfuller@grantcountynm.gov</u>
SIGNATURE OF JURISDICTION CHIEF FINANCIAL OFFICER	
OFFICIAL SIGNATURE: <u>Robert Placencio</u>	DATE: <u>10-25-24</u>
PRINTED NAME: <u>Robert Placencio - Finance Director</u>	
CONTACT NUMBER: <u>575-574-0019</u>	EMAIL ADDRESS: <u>rplacencio@grantcountynm.gov</u>
SIGNATURE OF JURISDICTION GOVERNMENT SIGNATORY OFFICIAL	
OFFICIAL SIGNATURE: <u>Andrea Montoya</u>	DATE: <u>10/29/24</u>
PRINTED NAME: <u>Andrea Montoya, Deputy County Manager</u>	
CONTACT NUMBER: <u>575-574-0131</u>	EMAIL: <u>amontoya@grantcountynm.gov</u>
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF	
OFFICIAL SIGNATURE: <u>Valli Wasp</u>	DATE: <u>11/14/2024</u>
PRINTED NAME: <u>Valli Wasp</u>	
CONTACT NUMBER: <u>505 231 4593</u>	EMAIL ADDRESS: <u>Valli.Wasp@cdsem.nm.gov</u>
NMDHSEM DEPUTY CABINET SECRETARY	
OFFICIAL SIGNATURE: <u>Regina Chacon</u>	DATE: <u>11/15/2024</u>
PRINTED NAME: <u>Regina Chacon</u>	
CONTACT NUMBER: <u>1FA3AF7A78E8468...</u>	EMAIL ADDRESS: <u></u>

Print one original agreement, sign, and email to: DHSEM-GrantsManagement@state.nm.gov and the DHSEM Point of Contact.

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**ATTACHMENT 1**  
**FY 2024 U.S. Department of Homeland Security Terms and Conditions**  
**Version 3 dated November 29, 2022**

The Fiscal Year (FY) 2024 Department of Homeland Security (DHS) Standard Terms and Conditions apply to all new federal awards of federal financial assistance (federal awards) for which the federal award date occurs in FY 2024 and flow down to subrecipients unless a term or condition specifically indicates otherwise. For federal awards that may involve continuation awards made in subsequent FYs, these FY 2024 DHS Standard Terms and Conditions will apply to the continuation award unless otherwise specified in the terms and conditions of the continuation award. The United States has the right to seek judicial enforcement of these terms and conditions.

All legislation and digital resources are referenced with no digital links. These FY 2024 DHS Standard Terms and Conditions are maintained on the DHS website at <https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions>.

**A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

- I. Recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non- Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the federal awarding agency.

**B. General Acknowledgements and Assurances** Recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in effect as of the federal award date and located at 2 C.F.R. Part 200 and adopted by DHS at 2 C.F.R. § 3002.10 All recipients and subrecipients must acknowledge and agree to provide DHS access to records, accounts, documents, information, facilities, and staff pursuant to 2 C.F.R. § 200.337.

- I. Recipients must cooperate with any DHS compliance reviews or compliance investigations.
- II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities and personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements required by law, federal regulation, Notice of Funding Opportunity, federal award specific terms and conditions, and/or federal awarding agency program guidance.
- V. Recipients must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receiving the Notice of Award for the first award under which this term applies. Recipients of multiple federal awards from DHS should only submit one completed tool for their organization, not per federal award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active federal award, not every time a federal award is made. Recipients must submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in these DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. [DHS Civil Rights Evaluation Tool | Homeland Security](#).

The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension to the 30-day deadline if the recipient identifies steps and a timeline for completing the tool. Recipients must request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

### **C. Standard Terms & Conditions**

#### **I. Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal award funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal award funds.

#### **II. Activities Conducted Abroad**

Recipients must coordinate with appropriate government authorities when performing project activities outside the United States obtain all appropriate licenses, permits, or approvals.

#### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (codified as amended at 42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **V. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) as part of carrying out the scope of work under a federal award are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964, Pub. L. No. 88-352 (codified as amended at 42 U.S.C. § 2000d *et seq.*), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 7.

#### **VII. Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. No. 90-284 (codified as amended at 42 U.S.C. § 3601 *et seq.*) which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex, as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units— i.e., the public and

common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**VIII. Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

**IX. Debarment and Suspension**

Recipients must comply with the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689 set forth at 2 C.F.R. Part 180 as implemented by DHS at 2 C.F.R. Part 3000. These regulations prohibit recipients from entering into covered transactions (such as subawards and contracts) with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities

**X. Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**XI. Duplicative Costs**

Recipients are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

**XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (codified as amended at 20 U.S.C. § 1681 *et seq.*), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17. Recipients of an award from the Federal Emergency Management Agency (FEMA) must also comply with FEMA's implementing regulations at 44 C.F.R. Part 19.

**XIII. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety** Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

**XIV. Energy Policy and Conservation Act**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

**XV. False Claims Act and Program Fraud Civil Remedies**

Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. § 6201 *et seq.*), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

XVI. **Federal Debt Status**  
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)

XVII. **Federal Leadership on Reducing Text Messaging while Driving**  
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving recipient-owned, recipient-rented, or privately owned vehicles when on official government business or when performing any work for or on behalf of the Federal Government. Recipients are also encouraged to conduct the initiatives of the type described in Section 3(a) of E.O. 13513.

XVIII. **Fly America Act of 1974**  
Recipients must comply with Preference for U.S. Flag Air Carriers (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, <https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list>) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

XIX. **Hotel and Motel Fire Safety Act of 1990**  
Recipients must ensure that all conference, meeting, convention, or training space funded entirely or in part by federal award funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.

XX. **John S. McCain National Defense Authorization Act of Fiscal Year 2019**  
Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. The statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

XXI. **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**  
Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d *et seq.*) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the [DHS Recipient Guidance](#) and additional resources on <http://www.lep.gov>.

XXII. **Lobbying Prohibitions**  
Recipients must comply with 31 U.S.C. § 1352 and 6 C.F.R. Part 9, which provide that none of the funds provided under a federal award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification. Per 6 C.F.R. Part 9, recipients must file a lobbying certification form as described in Appendix A to 6 C.F.R.

Part 9 or available on Grants.gov as the Grants.gov Lobbying Form and file a lobbying disclosure form as described in Appendix B to 6 C.F.R. Part 9 or available on Grants.gov as the Disclosure of Lobbying Activities (SF-LLL).

**XXIII. National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 *et seq.*) (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

**XXV. Non-Supplanting Requirement**

Recipients of federal awards under programs that prohibit supplanting by law must ensure that federal funds supplement but do not supplant non-federal funds that, in the absence of such federal funds, would otherwise have been made available for the same purpose.

**XXVI. Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, scope of work, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this federal award are incorporated by reference. All recipients must comply with any such requirements set forth in the NOFO. If a condition of the NOFO is inconsistent with these terms and conditions and any such terms of the Award, the condition in the NOFO shall be invalid to the extent of the inconsistency. The remainder of that condition and all other conditions set forth in the NOFO shall remain in effect.

**XXVII. Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 *et seq.* and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

**XXVIII. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962) and 2 C.F.R. § 200.323. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**XXIX. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (codified as amended at 29 U.S.C. § 794), which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be

denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

XXX. **Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements:** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of the federal award, then the recipient must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated by reference.

XXXI. **Reporting Subawards and Executive Compensation**

For federal awards that equal or exceed \$30,000, recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation set forth at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated by reference.

XXXII. **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials**

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

- a) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
- c) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

#### ***Waivers***

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

- a) When the Federal agency has determined that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:
  - 1) applying the domestic content procurement preference would be inconsistent with the public interest;
  - 2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at ["Buy America" Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov](#).

#### ***Definitions***

The definitions applicable to this term are set forth at 2 C.F.R. § 184.3, the full text of which is incorporated by reference.

**XXXIII. SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications. The SAFECOM Guidance is updated annually and can be found at [Funding and Sustainment | CISA](#).

**XXXIV. Terrorist Financing**

Recipients must comply with E.O. 13224 and applicable statutory prohibitions on transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible for ensuring compliance with the E.O. and laws.

**XXXV. Trafficking Victims Protection Act of 2000 (TVPA)**

**Trafficking in Persons.**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Trafficking Victims Protection Act of 2000, Pub. L. No. 106- 386, § 106 (codified as amended at 22 U.S.C. § 7104). The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated by reference.

**XXXVI. Universal Identifier and System of Award Management**

Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated reference.

**XXXVII. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c.

**XXXVIII. Use of DHS Seal, Logo and Flags**

Recipients must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

XXXIX. Whistleblower Protection Act

Recipients must comply with the statutory requirements for whistleblower protections at 10 U.S.C § 470141 U.S.C. § 4712.

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## ATTACHMENT 2

### Reimbursement Checklist

**Please Note:** NMDHSEM reserves the right to update this check list throughout the life of the grant to ensure compliance with applicable state, local, tribal, and territorial rules, and regulations. Please only check the categories that apply to the reimbursement you are currently requesting.

#### **EQUIPMENT**

- Have all invoices been included?
- Has AEL # been identified for each purchase?
- If service/warranty expenses are listed, are they only for the performance period of the grant?
- Are expenditure(s) supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, purchase order, etc.)
- Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)

#### **CONSULTANTS/CONTRACTORS**

- Does the amount billed by consultant add up correctly?
- Has all the appropriate documentation to denote hours worked been properly signed?
- Have copies of all planning materials and work products (e.g., meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- Has the invoice from consultant/contractor been included?
- Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

#### **SALARY POSITIONS**

- Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- Has a time period summary sheet been included for the total claimed amount?
- Has a general ledger payroll report been included for the total claimed amount? Ensure this report includes both employee and employer payroll information (i.e., benefits/contributions).
- Does the back-up documentation include a copy of the check stub per employee for the period covered?
- Does the back-up documentation provided match the period for which reimbursement is being requested?

#### **TRAINING**

- Is the course DHS/FEMA approved? Is there a course or catalog number? If not, has NMDHSEM approved the non-DHS training request form? Is supporting documentation included your reimbursement request?
- Have sign-in sheets, rosters and agenda been provided?
- If billing for overtime and/or backfill, has a spreadsheet been if lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have printouts from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who? Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
- Have any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and

equipment)? If so, receipts and proof of payment must be submitted. (e.g., system generated ledger, canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

**OTHER:**

- If EHP form needed – has copy of it and approval from USDHS/FEMA been included?

**MATCHING FUNDS**

- Contributions are from non-federal funding sources.
- Contributions are from cash.
- Contributions are from in-kind contributions which may include training investments.
- Contributions are not from salary, overtime, or other operational costs unrelated to EMPG eligible activities.

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### ATTACHMENT 3

#### NQS IMPLEMENTATION PHASE OBJECTIVES

<b>PHASE 0: NQS IMPLEMENTATION OBJECTIVES FOR CY 2022</b>	<b>EXAMPLE INDICATORS</b>
<ul style="list-style-type: none"> <li>▪ Only the 50 states, the District of Columbia and Puerto Rico shall work toward implementation of NQS by developing and Implementation Plan, using FEMA-provided <u>two-page template</u>.</li> <li>▪ The Implementation Plan will identify a jurisdictions timeline for implementing NQS CY 2025.</li> <li>▪ All other jurisdictions are encouraged to begin working toward identifying at a minimum, <b>request deployed positions</b> and implementation but will not be required until CY 2023.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Completion of a jurisdiction implementation plan</li> <li>▪ Identification of implementation challenges</li> </ul>
<b>PHASE 1: NQS IMPLEMENTATION OBJECTIVES FOR CY 2023</b>	<b>EXAMPLE INDICATORS</b>
<ul style="list-style-type: none"> <li>▪ All jurisdictions shall work toward implementation of NQS by developing an Implementation Plan, using the FEMA provided <u>two-page template</u>.</li> <li>▪ Jurisdictions that began implementation in CY 2022 shall have designed and adopted organizational qualifications system procedures, a certification program and credentialing standard for incident workforce personnel in alignment with the NIMS Guideline for the National Qualification System.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Completion of a jurisdiction implementation plan</li> <li>▪ Identification of implementation challenges</li> <li>▪ Qualification policies and procedures approved by the jurisdiction. Procedures may include: <ul style="list-style-type: none"> <li>• Establishment of a Qualification Review Board, or equivalent review processes for incident workforce personnel qualifications.</li> <li>• Individual and team coach and evaluation processes for incident workforce personnel qualifications.</li> </ul> </li> </ul>
<b>PHASE 2: NQS IMPLEMENTATION OBJECTIVES FOR CY 2024</b>	<b>EXAMPLE INDICATORS</b>
<ul style="list-style-type: none"> <li>▪ All jurisdictions shall have designed and approved organizational qualification system procedures, certification program and credentialing standards for incident workforce personnel in alignment with the NIMS Guideline for the NQS.</li> <li>▪ Jurisdictions that began implementation of CY 2022 shall have issued position task books (PTBs) to incident workforce personnel, as designated by the jurisdiction, and ensure incident workforce personnel show progress in working towards task endorsements and minimum training requirements.</li> <li>▪ IN CY 2024, all jurisdictions partially satisfy the requirement by ensuring incident workforce personnel, which they designate, meet the minimum training requirements from the Job Title. Position Qualifications.</li> <li>▪ Jurisdictions shall use a resource management or qualification tool system to track the qualification, certification, and credentialing of incident workforce personnel.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Qualification policies and procedures approved by the jurisdiction.</li> <li>▪ Minimum criteria that trainees must meet to be qualified in a specific position is outlined in the NQS job Title/Position Qualification.</li> <li>▪ PTB issuance and completion data.</li> <li>▪ Adoption of a resource management system such as <u>OneResponder</u> which is a web-based application hosted in a cloud environment. It allows AHJs to manage qualifications of personnel.</li> </ul>
<b>PHASE 3: NQS IMPLEMENTATION OBJECTIVES FOR CY 2025</b>	<b>EXAMPLE INDICATORS</b>
<ul style="list-style-type: none"> <li>▪ All jurisdictions shall have issued PTBs to incident workforce personnel, which they designate, and ensure incident workforce personnel show progress in working towards task endorsements and minimum training requirements.</li> </ul>	<ul style="list-style-type: none"> <li>▪ PTB issuance and completion data.</li> </ul>

#### **Reporting:**

Data Collection and reporting on NQS implementation will be addressed via the following:

- NIMS secondary assessment on the URT, <http://www.preptoolkit.fema.gov/urt>. This involves reporting the status of the qualification system used within the jurisdiction.
- NIMS State Coordinator will review jurisdictions NIMS data at the end of September during the annual technical assistance visits with the sub recipients

## ATTACHMENT 4

### Glossary and Definitions

**After-Action Report/Improvement Plan (AAR/IP):** The AAR/IP is a document that generally includes an exercise overview, analysis of capabilities, and a list of corrective actions. The AAR/IP should include an overview of performance related to each exercise objective and associated capabilities. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

**Authorized Equipment List (AEL):** The FEMA Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs.

**Backfill:** The act of filling a position left by another employee who has been moved to another role.

**Conduct of Exercise:** Involves activities such as preparing for exercise play, managing exercise play, and conducting immediate exercise wrap-up activities. For a discussion-based exercise, conduct entails presentation, facilitation, and discussion. For an operations-based exercise, conduct, encompasses all operations occurring between the designated Start of the Exercise (StartEx) and End of the Exercise (EndEx). Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

**Disallowed costs:** Those charges to a federal award that the federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable federal statutes, regulations, or the terms and conditions of the federal award. 2 C.F.R. 200.1 Disallowed costs.

**Equipment:** Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$10,000. 2 C.F.R. 200.1 Equipment.

**Exercise:** An event or activity delivered through discussion or action to develop, assess, or validate capabilities to achieve planned objectives. Types of exercises are seminar, workshop, tabletop, full scale, and functional. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

**Expenditures:** Charges made by a non-federal entity to a project or program for which a federal award was received. 2 C.F.R. 200.1 Expenditures.

**Federal Award:** The federal financial assistance that a recipient receives directly from a federal awarding agency or indirectly from a pass-through entity. 2 C.F.R. 200.1 Federal award.

**Federal Share:** The portion of the federal award costs that are paid using federal funds. 2 C.F.R. 200.1 Federal share.

**Homeland Security Grant Program (HSGP):** One of three grant programs that constitute the DHS/FEMA focus on enhancing the ability of state, local, tribal, and territorial governments, as well as nonprofits, to prevent, protect against, respond to, and recover from terrorist attacks. The HSGP program includes: State Homeland Security Program (SHSP); Urban Area Security Initiative (UASI); and Operation Stonegarden (OPSG).

**Improvement Plan (IP):** A document that includes a consolidated list of corrective actions, responsible parties, and a timeline for completion. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

**Integrated Preparedness Plan (IPP):** A document for combining efforts across components of the Integrated Preparedness Cycle to make sure that a jurisdiction/organization has the capabilities to handle threats and hazards. Homeland Security Exercise and Evaluation Program (HSEEP), January 2020.

**NMDHSEM Request for Budget-Project Revision form:** This form is used to request revision(s) to project(s) and/or budget(s) that are within the original scope of the project.

**Notice of Funding Opportunity (NOFO):** A formal announcement of the availability of federal funding through a financial assistance program from a federal awarding agency. The notice of funding opportunity provides information on the award, who is eligible to apply, the evaluation criteria for selection of an awardee, required components of an application, and how to submit the application. 2 C.F.R. 200.1 Notice of funding opportunity.

**Operation Stonegarden (OPSG):** Supports enhanced cooperation and coordination among Customs and Border Protection (CBP), United States Border Patrol (USBP), and federal, state, local, tribal, and territorial law enforcement agencies to improve overall border security. OPSG provides funding to support joint efforts to secure the United States' borders along routes of ingress/egress to and from international borders, to include travel corridors in states bordering Mexico and Canada, as well as states and territories with international water borders. SLTT law enforcement agencies utilize their own law enforcement authorities to support the border security mission and do not receive any additional authority as a result of participation in OPSG.

**Pass-through Entity:** A non-federal entity that provides a sub-award to a subrecipient to carry out part of a federal program. 2 C.F.R. 200.1 Pass through entity (PTE).

**Performance Measure:** A numerical expression that quantitatively conveys how well the organization is doing against an associated performance goal, objective, or standard.

**Period of Performance (POP):** The total estimated time interval between the start of an initial federal award and the planned end date, which may include one or more funded portions, or budget periods. 2 C.F.R. 200.1 Period of performance.

**Preparedness:** The actions taken to plan, organize, equip, train, and exercise to build and sustain the capabilities necessary to prevent, protect against, mitigate the effects of, respond to, and recover from those threats that pose the greatest risk to the security of the Nation. National Incident Management System, Third Edition, October 2017.

**Quarterly Financial Progress Report:** The information in this report is used by NMDHSEM to monitor subrecipient cash flow, performance, and project implementation to ensure proper use of federal funds.

**Recipient:** An entity, usually but not limited to non-federal entities that receives a federal award directly from a federal awarding agency. The term recipient does not include subrecipients or individuals that are beneficiaries of the award. 2 C.F.R. 200.1 Recipient.

**Request for Approval Form (RFA):** Used by subrecipient to request approval from NMDHSEM to expend funds for previously identified and approved projects. Approval must be received prior to expenditure.

**Risk:** Potential for an adverse outcome assessed as a function of threats, vulnerabilities, and consequences associated with an incident, event, or occurrence.

**Stakeholder Preparedness Review (SPR):** Annual three-step self-assessment of a community's capability levels based on the capability targets identified in the Threat and Hazards Identification and Risk Assessment (THIRA). Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide, Comprehensive Preparedness Guide, CPG 201, 3<sup>rd</sup> Edition, May 2018.

**State Homeland Security Grant Program (SHSGP):** Assists state, local, tribal, and territorial efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

**Subrecipient:** An entity, usually but not limited to non-federal entities, that receives a sub-award from a pass-through entity to carry out part of a federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency. 2 C.F.R. 200.1 Subrecipient.

**Supplanting:** When a state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, federal funds must be used to **supplement** existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the applicant or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. US Department of Justice Office of Justice Programs, Grants 101.

**Threat:** Information expressing intent to conduct illegal activity often derived from intelligence sources, the overall context, a specific event or series of events, or observation of suspicious activity.

**Threat and Hazard Identification and Risk Assessment (THIRA):** Standard process for identifying community-specific threats and hazards and setting targets for each core capability identified in the National Preparedness Goal. Threat and Hazard Identification and Risk Assessment (THIRA) and Stakeholder Preparedness Review (SPR) Guide, Comprehensive Preparedness Guide, CPG 201, 3<sup>rd</sup> Edition, May 2018.

**Unity of Effort:** Coordination and cooperation among all organizational elements, even though they may not be part of the same command structure, to achieve success.

**Urban Area Security Initiative (UASI):** The HSGP program that assists high-risk urban areas' efforts to build, sustain, and deliver the capabilities necessary to prevent, prepare for, protect against, and respond to acts of terrorism.

**Vulnerability:** The protective measures in place are less than the protective measures needed to mitigate risk.

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## **ATTACHMENT 5** **Acronyms**

**AAR/IP:** After-Action Report/Improvement Plan

**AEL:** FEMA Authorized Equipment List

**CBP:** Customs and Border Protection

**C.F.R:** Code of Federal Regulations

**CPG:** Comprehensive Preparedness Guide

**CONOP:** Concept of Operations

**DOT:** US Department of Transportation

**EHP:** Environmental and Historic Preservation

**EMAC:** Emergency Management Assistance Compact

**EOP:** Emergency Operations Plan

**FEMA:** Federal Emergency Management Agency

**FPR:** Financial Progress Report

**GSA:** General Services Administration

**GPD:** Grant Programs Directorate

**HHS:** US Health and Human Services

**HSGP:** Homeland Security Grant Program

**HSEEP:** Homeland Security Exercise and Evaluation Program

**IJ:** Investment Justification

**IMAS:** Intrastate Mutual Aid System

**IP:** Improvement Plan

**IPP:** Integrated Preparedness Plan

**LETPA:** Law Enforcement Terrorism Prevention Activities

**NECP:** National Emergency Communications Plan

**NMDHSEM:** New Mexico Department of Homeland Security and Emergency Management

**NOFO:** Notice of Funding Opportunity

**OPSG:** Operation Stonegarden

**POP:** Period of Performance

**PPR:** Performance Progress Report

**PTE:** Pass-through entity

**RFA:** Request for Approval

**RFP:** Request for Proposals

**SPR:** Stakeholder Preparedness Review

**SHSGP:** State Homeland Security Grant Program

**sUAS:** Small Unmanned Aircraft System (sUAS)

**SWIC:** Statewide Interoperability Coordinator

**THIRA:** Threat and Hazard Identification and Risk Assessment

**TICP:** Tactical Interoperable Communication Plan

**UASI:** Urban Area Security Initiative

**USDHS:** United States Department of Homeland Security

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**WHEREAS** The State of New Mexico will serve as the "pass-through entity" with respect to the State's role in providing sub-awards and administering grant assistance provided to sub-recipients and may, subject to a Memorandum of Agreement, directly support project development and administration.

**WHEREAS** funding has been obligated from the Federal Emergency Management Agency pursuant to a request by the applicant, The Sub-Recipient, <>sub-recipient>.

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

#### **ARTICLE 1: REQUIREMENTS AND ASSURANCES**

- A.** The sub-recipient hereby agrees that the performance period for the grant identified on Page 1, Box 1. is consistent with the performance period identified on Page 1, Box 12a. and 12b. This Sub-recipient Grant Agreement, as amended, shall remain open for administrative purposes if necessary to achieve final payment and financial reconciliation.
- B.** The sub-recipient hereby agrees that the sub-recipient official signing this Sub-recipient Grant Agreement certifies that all financial expenditures, including all supporting documents submitted for reimbursement, have been incurred by the sub-recipient and are eligible and allowable expenditures consistent with the guidelines for this award. The sub-recipient agrees to follow reasonable professional standards in all financial management and bookkeeping procedures necessary to carry out this agreement.
- C.** The sub-recipient hereby agrees that no member, officer, or employee of the sub-recipient organization, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year after that, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with this Sub-recipient Grant Agreement; the sub-recipient shall incorporate in all such contracts a provision prohibiting such interest pursuant to the purposes of this Sub-recipient Grant Agreement.
- D.** The sub-recipient hereby agrees that it understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express written approval of the State of New Mexico or FEMA.
- E.** The sub-recipient hereby agrees that FEMA reserves a royalty-free, non-exclusive, and Irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for federal government purposes: (1) the copyright in any work developed under this Sub-recipient Grant Agreement; and (2) any rights of copyright to which the sub-recipient purchases ownership with federal support. The sub-recipient agrees to consult with FEMA through NMDHSEM regarding allocating any patent rights that arise from or are purchased with this funding.
- F.** The sub-recipient hereby agrees that signatures of the sub-recipient officials on this Sub-recipient Grant Agreement attest to the sub-recipient's understanding, acceptance, and compliance with Lobbying, Debarment, Suspension, and Other Responsibility Matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant state or local funds. Federal funds will be used to supplement existing sub-recipient funding to augment program activities and not replace those funds which have been appropriated in the budget for the

same purpose.

- G. The sub-recipient hereby agrees that their accounting system allows for the separation of fund sources. Funding provided under this Sub-recipient Grant Agreement cannot be commingled with funds from other federal, state, or local agencies, and each project must be accounted for separately.
- H. The sub-recipient hereby agrees that it shall comply with applicable Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991. The sub-recipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13379 Individuals with Disabilities in Emergency Preparedness, requires the government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- I. The sub-recipient hereby certifies that for its employees, it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP) if not exempted by the Federal Government or New Mexico rule or statute. An EEOP is not required for sub-recipients of less than \$25,000 or fewer than 50 employees.
- J. The sub-recipient hereby certifies that its employees are eligible to work in the United States as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- K. The sub-recipient hereby agrees that it is the responsibility of the sub-recipient to fully understand and comply with the requirements of the following, where such requirements apply to the sub-recipient set forth in:
  - 1. 2 C.F.R. § 200: Code of Federal Regulations
  - 2. 44 C.F.R. parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, 221, 44 C.F.R. Part 209, 2 C.F.R. Part 200 and any other applicable FEMA policy memoranda and guidance documents
  - 3. FEMA Hazard Mitigation Assistance Program and Policy Guide
  - 4. New Mexico State Procurement Code  
New Mexico Administrative Code Title 2 – Public Finance <https://www.srca.nm.gov/nmac-home/nmac-titles/title-2-public-finance/>

## ARTICLE 2: REIMBURSEMENT OF FUNDS

The NMDHSEM will apply the following procedures for making payments to sub-recipients:

- A. **Payment of Funds, General:** Once FEMA has obligated funds and NMDHSEM has budgeted and encumbered those funds, the Cabinet Secretary is authorized to advance funds, as permissible, and to consider requests for payments for progress and completion based on proper review and approvals, in accordance with the sub-grant agreement or amendment as described below. Review and audit of expending and accounting of federal awards and state funds will be conducted to ensure records, reports, and documentation for compliance and tracing of funds are accounted for; 2 C.F.R. §§ 200.302(b)(6), 200.305(a). The State Department of Finance and Administration (DFA) may require additional supporting data and documents prior to disbursement of funds.
- B. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and timely submission of Financial and Performance Progress Reports. Reimbursement of expenditures shall be requested quarterly or monthly if need be for

expenditures within the performance period. A minimum of 25% (of the total project cost) in the non-federal match must be included on each request for reimbursement. All expenditures must be supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets with name/rate/hours and certified, breakdown of expenditures based on FEMA approved budget, warrants, a brief description of work done, required deliverables, etc.). Request for reimbursement will not be processed if quarterly financial or performance reports are delinquent. The final payment of 15% will not be made until DHSEM verifies that all activities are complete. All payments shall be made on an actual cost reimbursement basis.

C. Contracts: All requests for proposals/bids, sole-source procurements, single vendor responses to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. The relevant contract must accompany requests for reimbursement for contractual services.

D. Local Match: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions. When requesting reimbursement, the match percentage must be shown on each invoice. Copies of proof of payment, invoices, receipts, purchase orders, timesheets with name/wage/hours, cost allocation, general ledger, warrants, etc., must be submitted as a backup for the match.

E. Non-reimbursable Expenses:

- Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and any procurement documentation not pre-approved by DHSEM.
- Training and related travel costs not pre-approved by DHSEM.
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition.
- Entertainment and sporting events
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, and personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of State per diem, as appropriate.
- Lunch when travel is wholly within a single day.
- Standalone working meals.
- Bar charges, alcoholic beverages.
- Finance, late fees, or interest charges.
- Lobbying, political contributions, and legislative liaison activities.
- Organized fundraising, including salaries of persons while engaged in these activities.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

F. Payment Conditions. The sub-recipient must certify that in requesting and accepting a sub-grant payment, they have spent those funds on eligible expenditures; that the work performed was within the scope of work allowed for specific projects; and that all records pertinent to specific projects will be retained for at least the periods required under record retention regulation requirements from the closeout of the last project. The period of record retention for grant and financial data is three years if state funds are paid.

**G. Delays and Denial of Payment.** Reasons for delays in FEMA processing of payment requests include, but are not limited to, the following:

- Vendor identification number is missing or incorrect;
- Disaster and project number is missing;
- Period of performance (POP) listed is incorrect;
- Service delivery dates do not agree with invoices or outside of contract period;
- Dollar amount on forms do not agree;
- Mathematical errors;
- Full address of sub-grantee is not included;
- Sub-recipient did not provide required back-up documentation; or

Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

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

Sub-recipients can reduce the likelihood of delays in processing of payment requests by checking for accuracy prior to submission.

### ARTICLE 3: AUDITING AND REPORTING REQUIREMENTS

**A. Quarterly Reports.** In accordance with 2 C.F.R. § 200.328, the Applicant shall submit quarterly reports to the NMDHSEM beginning with the first full quarter after the signature date on the Sub-recipient Grant Agreement. The NMDHSEM will provide sub-recipient a form for this report. Quarterly reports are due no later than the 15th of the month following the end of the quarter - January 15, April 15, July 15, and October 15.

In order that NMDHSEM may adequately evaluate the progress and status of each sub-grant, quarterly reports shall contain a description of the work accomplished to date, the methods and procedures used, the anticipated completion date, a summary of all project costs to date, and other such information as may be of assistance in its evaluation of the project.

Reports shall be sent to the Department of Homeland Security & Emergency Management, Recovery Unit, P.O. Box 27111, Santa Fe, NM 87502, or electronically to [DHSEM.mitigation@dhsem.nm.gov](mailto:DHSEM.mitigation@dhsem.nm.gov).

**B. Additional Reporting Requirements.** The sub-recipient must immediately report in writing to the NMDHSEM Mitigation Unit any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-recipient Grant Agreement. This extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project. Additional reporting and financial reconciliation requirements may also be requested at NMDHSEM and FEMA's request. Failure to comply with these requests may jeopardize funding and may be a breach of this Sub-recipient Grant Agreement.

C. **Enforcement.** The NMDHSEM may suspend drawdowns, impose other special conditions, or take other authorized action pursuant to 2 C.F.R. § 200.339 (Remedies for Noncompliance) if the sub-recipient does not submit accurate and timely reports. This may include, among other things, the administrative closeout of a grant and/or any projects under a grant when the sub-recipient is not responsive to reasonable efforts NMDHSEM makes to collect required reports needed to complete closeout. Administrative closeout is a unilateral mechanism by NMDHSEM to move forward with project or grant closeout using available grant information in lieu of final reports. This can require NMDHSEM to make cash or cost adjustments and ineligible cost determinations, which may result in identifying a debt owed to FEMA and/or NMDHSEM.

D. **Financial Procedures.** The sub-recipient agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT / SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable New Mexico laws, rules and regulations. Further, sub-recipient must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. § 13.43, NMDHSEM may withhold or suspend payments under any grant award.

The sub-recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

E. **Authorizing Statute.** This award is made under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207) (Stafford Act), in accordance with 44 C.F.R. § 206.44.

All scopes of work and costs approved as a result of this Sub-recipient Grant Agreement, whether as estimates or final costs approved through subawards, PWs, or otherwise, will incorporate by reference the terms of this Sub-recipient Grant Agreement and must comply with applicable laws, regulations, policy, and guidance in accordance with this Sub-recipient Grant Agreement.

Pursuant to Executive Order 13858 Strengthening Buy-American Preferences for Infrastructure Projects, FEMA encourages recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in Public Assistance and HMGP eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water, and power. Such preference must be consistent with the law, including cost and contracting requirements at 2 C.F.R. Part 200.

F. **Additional Terms and Conditions.** The following additional sub-grant agreement documents are fully incorporated into this Sub-recipient Grant Agreement and thereby constitute additional terms and conditions of this agreement.

- The Stafford Act, its implementing regulations contained in Title 44 of the C.F.R., and FEMA policy and guidance.
- Hazard Mitigation Assistance Guide (March 2023)
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Parts 200 and 3002.

- Attachment 1 United States Department of Homeland Security (USDHS) Standard Terms and Conditions (January 24, 2022) in effect on the date of the Declaration which are incorporated by reference into this Sub-recipient Grant Agreement
- Attachment 2 Reimbursement Checklist
- Attachment 3 Glossary and Definitions
- Attachment 4 Acronyms

#### ARTICLE 4: SCOPE OF WORK

A. As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C. § 5121 et seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. § 762), Grant County has been awarded funds to prevent loss of function to its emergency shelter and Emergency Operations Center (EOC) by installing two new backup generators and two transfer switches. Funds shall be utilized as outlined in the approved budget as awarded by FEMA on **October 10, 2024**. The Sub Recipient shall match the Federal Award Amount of **\$713,274.98** with a local jurisdictional amount of **\$237,758.32** for a total project cost of **\$951,033.30**. All work performed pursuant to this agreement must comply with the approved FEMA application. All work must be completed within the performance period, between **October 10, 2024 – September 27, 2028**. Grant County shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds without recourse by Grant County.

B. Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub-Recipient must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation, and funds may be de-obligated and reallocated to other projects.

#### ARTICLE 5: PUBLICATIONS

A. Publications created with funding under this grant shall prominently contain the following statement or a DHSEM pre-approved modification: **This Document was prepared under a sub-grant from the FEDERAL EMERGENCY MANAGEMENT AGENCY, and the NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Federal Emergency Management Agency and the New Mexico Department of Homeland Security and Emergency Management.**

#### ARTICLE 6: PERFORMANCE PERIODS

The performance period for this sub-grant award is **October 10, 2024 – September 27, 2028**. Further, all personnel-related grant activity must be completed between **October 10, 2024 – September 27, 2028**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Progress and Financial Reports* are due.

#### ARTICLE 7: RECOVERY OF FUNDS FOR DUPLICATION OF BENEFITS AND INELIGIBLE ACTIVITIES

A. **Ineligible Activities.** The FEMA and/or NMDHSEM may disallow costs and recover funds based on the

results of audit or review during or after performance of the award to ensure compliance with the terms of the Sub-recipient Grant Agreement and award document. The FEMA and/or NMDHSEM is required to recover funds when the sub-recipient has ineligible underruns (for example, actual costs for a PA large project are less than the amount awarded based on initial estimates); knowingly or negligently withholds or misrepresents material information; fails to complete work and comply with the terms of this Sub-recipient Grant Agreement or the approved award; expends federal funds in error; or incurs costs that are unreasonable or otherwise disallowed. If, after exhaustion of appeal rights, FEMA and/or NMDHSEM determines a debt is owed, the State has 30 days to resolve the amount owed before the debt is referred to the FEMA Finance Center for collection. The State may do so by directly paying FEMA. The State may also deposit the amount owed directly into the applicable subaccount in U.S. Health and Human Services (HHS)/Smartlink and notify FEMA when it has reimbursed that subaccount, after which FEMA will de-obligate that amount in the subaccount. Alternatively, the sub-recipient may request to substitute unallowable costs for other costs that are allowable (e.g., necessary, allocable, and reasonable under the same award and have not yet been reimbursed by FEMA).

- B. Duplication of Benefits.** In accordance with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act), duplication of benefits is prohibited. The NMDHSEM must take all actions necessary and reasonable to ensure that all who receive federal assistance are aware of their responsibility to repay federal assistance that is duplicated by amounts available from insurance or any other source for the same purpose. The FEMA and/or NMDHSEM may at any time, pre-award or post-award, adjust the level of funding provided to account for financial assistance provided from any other source for the same purpose as the federal assistance or to account for benefits available for the same purpose from another source, irrespective of whether they are actually received. The sub-recipient shall notify NMDHSEM, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, United States Department of Agriculture (USDA), and other Federal, State, and private funding. The amount of duplicate sources available shall reduce allowable costs. The sub-recipient shall be liable to NMDHSEM to the extent that the sub-recipient receives duplicate benefits from any other source for the same purposes for which the sub-recipient has received payment from the NMDHSEM.
- C. Cooperation.** The NMDHSEM agrees, on its behalf and on behalf of its political subdivisions and others that receive federal assistance, to cooperate with the Federal Government in seeking recovery of federal assistance against any party or parties whose intentional acts or omissions or whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which federal assistance was provided under this Sub-recipient Grant Agreement. If applicable, FEMA will treat recovered funds as duplicated benefits available to NMDHSEM/sub-recipient in accordance with Section 312 of the Stafford Act (codified as amended at 42 U.S.C. § 5155).
- D. NMDHSEM Responsibilities.** The NMDHSEM is responsible for recovering federal assistance expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.
  - a.** The NMDHSEM must notify FEMA of any potential debt as a result of federal funds expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.
  - b.** The NMDHSEM must report all cases of suspected fraud to the USDHS Office of Inspector General. The NMDHSEM must cooperate with any investigation conducted by the USDHS Office of Inspector General. The NMDHSEM must cooperate with FEMA regarding any and all lawsuits that may result from the NMDHSEM or FEMA's attempt to recover funds or disallow costs.
- E. Statute of Limitations.** The 3-year statute of limitations limiting FEMA's ability to initiate an administrative action to recover funds paid as provided for in Section 705(a) of the Stafford Act (codified as amended at 42 U.S.C. § 5205(a)) begins with:

- a. **Initiation of an Administrative Action to Recover Payment.** The Initiation of an administrative action to recover payment includes FEMA's written notice to the NMDHSEM or a sub-recipient of a questioned or disallowed cost or improper payment (including a request for information concerning such cost or payment) and written notice to the NMDHSEM or a sub-recipient of a FEMA or 3<sup>rd</sup> party review or audit.
- F. **Refunds, Rebates, and Credits.** The NMDHSEM must transfer to FEMA the appropriate share, based on the federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this Sub-recipient Grant Agreement. The NMDHSEM must take necessary action to promptly collect all monies due or which may become due and if applicable, to cooperate with the Federal Government in any claim or suit in connection with amounts due.
- G. **Non-Compliant Sub-recipients.** As per 2 C.F.R. §§ 200.207, 200.303(d) and 200.338(A-F), NMDHSEM can selectively use any or all the following remedies and prompt actions for non-compliance with any term of an award to include audit finding(s):
  - a. Increased monitoring of projects and require additional financial and performance reports.
  - b. Disallow advance payment process.
  - c. Temporarily withhold payments pending correction of the deficiency.
  - d. Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance.
  - e. Request FEMA to completely or partially de-obligate funding for a project.
  - f. Temporarily withhold payments pending correction of the deficiency by the sub-recipient.
  - g. Withhold further awards for the grant program.
  - h. Take other programmatic or legally available remedies.

## **ARTICLE 8: CONSTRUCTION REQUIREMENTS**

- A. The NMDHSEM must ensure that all applicable federal, state, and local permits and approvals are obtained, and all permit conditions are addressed before the start of any construction activity, including FEMA and NMDHSEM/sub-recipient compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, projects plans and specifications, applicable building codes, and program guidance.

## **ARTICLE 9: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE**

- A. The sub-recipient must provide information to FEMA the legally required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The sub-recipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances.
- B. Sub-recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. The sub-recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form does not need to be provided for those exercises that

are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

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

## ARTICLE 10: PROPERTY AND EQUIPMENT MANAGEMENT

- A. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 CFR 200.326. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: PURCHASED WITH FUNDS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM prior to the jurisdiction's encumbrance or expenditure for that equipment.
- B. The subrecipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.326. The subrecipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to NMDHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The subrecipient shall, when practical, prominently display the following on any equipment purchased with award funds: Purchased with funds provided by the U.S. Department of Homeland Security. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from NMDHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.
- C. Any disposition of property or equipment must be in accordance with 2 C.F.R. § 200.313(e) and pre-approved by FEMA through NMDHSEM.

## ARTICLE 11: SUBRECIPIENT MONITORING POLICY

- A. In accordance with 2 C.F.R. § 200.328, NMDHSEM may periodically monitor a sub-recipient's projects to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHSEM reserves the right to periodically review and conduct analysis of the sub-recipient's financial, programmatic, and administrative policies and procedures. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc. This may include unscheduled desk audits and field inspections. The sub-recipient shall accommodate all such requests within reason. If the sub-recipient encounters any unanticipated problem with the Scope of Work, allowed costs, procurement, permitting, or other difficulty, the sub-recipient must communicate that problem to NMDHSEM promptly. Work on affected projects must be suspended until the problem is resolved. Technical assistance is available from NMDHSEM staff.

B. The sub-recipient will immediately, no later than 24-hours upon notice, report to NMDHSEM allegations of wrong-doing on the part of any contractor, sub-contractor, agent or employee of the sub-recipient, or other interested party in reference to the work authorized under this Sub-recipient Grant Agreement. This extends to any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

## ARTICLE 12: PROCUREMENT

A. Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. § 200.320 and the New Mexico Procurement Code for expenditure of funds under this Agreement. The Applicant must conform to applicable state and federal law and the Procurement Standards Sections 2 C.F.R. § 200.317-326, and Appendix II. Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition.

B. When procuring property and services under this agreement, the sub-recipient will follow 2 C.F.R. § 200.318 through 2 C.F.R. § 200.326 and Appendix II. The sub-recipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. § 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 C.F.R. § 200.320.

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

- a. Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- b. Responses to solicitations, such as quotes, bids, or proposals;
- c. Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- d. Contract documents and amendments, including required contract provisions; and
- e. Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.

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

E. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

## ARTICLE 13: CONTRACTS

- A. Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. Each sole-source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.
- B. Any contract shall comply with the requirements of Procurement Standards Sections of 28 C.F.R. Parts 66 and 70, 2 C.F.R. Part 200 and OMB Circulars A-102 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" for expenditure of Federal funds under this Sub-recipient Grant Agreement. Applicants shall submit procurement and contracts to NMDHSEM for review prior to approval. Contracts for professional services must meet applicable local, state, and federal requirements. All contractors must be licensed in New Mexico for the type of work that is required. Prior to any contracted work beginning, the sub-recipient shall provide NMDHSEM with a copy of the contractor's license. Contract work must not exceed the scope of work and PW awarded amount prescribed by FEMA, unless requested through a scope of work change and approval from FEMA.
- C. Any contract entered during this sub-grant period shall comply with local, State, and Federal government contracting regulations. Professional and consultant services contracts must include local, State, and Federal government-required contract language, a project budget, SOW, and a pay schedule. *All contracts require pre-approval by DHSEM prior to execution.* Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the marketplace. Detailed invoices and time and effort reports are required for consultants.

## ARTICLE 14: COMPETITION AND CONFLICTS OF INTEREST

- A. Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a subrecipient develop its grant application, project plans or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.
- B. Under this prohibition, unless the subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:
  - a. Placing unreasonable requirements on firms for them to qualify to do business;
  - b. Requiring unnecessary experience and excessive bonding;
  - c. Noncompetitive pricing practices between firms or between affiliated companies;
  - d. Noncompetitive contracts to consultants that are on retainer contracts;
  - e. Organizational conflicts of interest;

- f. Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
  - g. Any arbitrary action in the procurement process.
- C. Per 2 C.F.R. § 200.319(c), the subrecipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, tribal, or territorial geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering services, geographic location may be a selection criterion, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.
- D. Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The non-federal entity's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipient entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.
- E. Under 2 C.F.R. § 200.318(c)(2), if the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local, tribal or territorial government, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or NMDHSEM in accordance with applicable FEMA policy.

## **ARTICLE 15: CONTRACTS**

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

## **ARTICLE 16: AUDIT REQUIREMENTS**

- A. As a federal grant recipient, the State of New Mexico requires a sub-recipient expending \$750,000 or more in federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with the Single Audit described in 2 C.F.R. § 200.501. The sub-recipient will permit state or federal officials and auditors to have access to sub-recipient and contractor records and financial statements as necessary for

the state to comply with 2 C.F.R. § 200.501. Copies of audit findings must be submitted to NMDHSEM within 30 days after the sub-recipient receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, the CFDA title and number, and the name of the pass-through agency (NMDHSEM) in all documents.

## ARTICLE 17: RECORDS RETENTION

### A. Records Retention.

- a. **State Requirement.** The State must retain records for three years after all projects are complete and the federal disaster is formally closed out, except in certain rare circumstances described in 2 C.F.R. § 200.334 (Retention requirements for records), from the date it submits the final Federal Financial Report (SF-425) to FEMA in compliance with 2 C.F.R. § 200.334. If FEMA administratively closes the grant where no final SF-425 was submitted, FEMA uses the date the grant was administratively closed as the start date for the three-year record retention period.
- b. **Sub-recipient Requirement.** The sub-recipients must retain project or subaward records for at least three years from the date that the NMDHSEM submits to FEMA the final expenditure report for a project or subaward. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving the project or subaward that starts before that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the three-year period, whichever is later.
- c. The sub-recipient will follow the record retention and access standards articulated in 2 C.F.R. § 200.333 through 2 C.F.R. § 200.337. The grant financial and administrative records shall be maintained for a period of three years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.
- d. The sub-recipient will be required to maintain project records until the expiration of the appropriate retention period. This includes records related to Management Costs, procurement, contracting, accounts payable, engineering, inventory, force account (materials, labor, and equipment), insurance settlements or other records related to the project scope of work. Retention procedures are outlined in the Hazard Mitigation Assistance Grant Programs Administrative Plan.

## ARTICLE 18: CHANGES TO AWARD

- A. All change requests must be submitted either in writing or electronically to the NMDHSEM contact for review 90 days prior to the termination of this Sub-recipient Grant Agreement. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this Sub-recipient Grant Agreement have otherwise been met at the time of the request. If approved by NMDHSEM and FEMA, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, change in project site, or release of special conditions, will result in an amendment to this award. Requests for changes must be formally submitted to NMDHSEM and FEMA.
- B. Changes to this Sub-recipient Grant Agreement will be made via a Sub-recipient Grant Agreement Amendment. The NMDHSEM will prepare each Amendment when needed. No Sub-recipient Grant

Agreement Amendment is valid until fully executed.

## ARTICLE 19: REMEDIES FOR NONCOMPLIANCE

- A. For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. The NMDHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. The NMDHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within five days of receipt of notification.
  - a. Unwillingness or inability to attain project goals or scope of work.
  - b. Unwillingness or inability to adhere to Special Conditions of this Sub-recipient Grant Agreement.
  - c. Failure or inability to adhere to grant guidelines and federal compliance requirements.
  - d. Improper procedures regarding contracts and procurements.
  - e. Failure to submit reliable and/or timely reports.
  - f. Fiscal management which does not meet reasonable professional standards.
  - g. Failure or inability to adhere to the terms and conditions of this Sub-recipient Grant Agreement.
  - h. Unwillingness or inability to obtain permits required by law to perform the eligible work.
  - i. Noncompliance with any and all federal, state, local and tribal grant requirements.
- B. The NMDHSEM shall notify the sub-recipient of any non-compliance issues in writing and shall attempt to arrive at a resolution in a timely and reasonable fashion. If corrective action is required, NMDHSEM and the sub-recipient shall determine a timeline and landmarks for remediation. The NMDHSEM may require additional detailed financial reports or additional project monitoring. The ultimate penalty for non-compliance with the terms and conditions of this Sub-recipient Grant Agreement is for payments to be withheld or for the award to be suspended or terminated. The sub-recipient agrees to make restitution if necessary.
- C. The NMDHSEM may take action as it determines appropriate under the circumstances including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award if the sub-recipient fails to comply with applicable Federal and State statutes, regulations, or the terms of this Sub-recipient Grant Agreement pursuant to 2 C.F.R. § 200.339.
- D. Nothing in this section abrogates the sub-recipient's right of appeal.

## ARTICLE 20: TERMINATION

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

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

#### **ARTICLE 21: CLOSEOUT OF SUB-GRANT**

**A. Closeout of Projects.** Per 2 C.F.R. § 200.344, sub-recipients must submit all cost and supporting documentation for completed projects. The NMDHSEM will review and verify all costs and supporting documents to validate compliance. Failure to comply will result in de-obligation of the project. The NMDHSEM will close each sub-recipient file once it has conducted full review and approval of all supporting documents for compliance and all projects are completed and has project activity closed out.

**a. Management Costs.** Management Costs will be used for internal staff salaries, contractor payments and other support costs associated with this grant. This will be in accordance with all laws, rules, and FEMA regulations. Management Costs will be processed in accordance with the Hazard Mitigation Assistance Program and Policy Guide.

**The NMDHSEM commits to closeout of all grants regardless of the availability of management costs.**

#### **ARTICLE 22: SPECIAL CONDITIONS**

**A.** The terms of this Sub-recipient Grant Agreement are contingent upon sufficient appropriations and authorizations being made by the USDHS FEMA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act U.S.C. §§ 5121-5207. If sufficient appropriations and authorizations are not made by FEMA this Sub-recipient Grant Agreement shall terminate immediately upon written notice being given by NMDHSEM to the sub-recipient. The decision of NMDHSEM shall be final.

**B.** If NMDHSEM proposes an Amendment to the Sub-recipient Grant Agreement to unilaterally reduce funding, the sub-recipient shall have the option to terminate the Sub-recipient Grant Agreement or agree to the reduced funding within 30 days of receipt of the proposed Amendment.

**C.** Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation of requirements applicable to the performance of this Sub-recipient Grant Agreement. Each party shall be liable for its own actions or inactions in accordance with state law and nothing herein shall be deemed a waiver, indemnity or to otherwise create or effect liabilities between the parties.

**D.** The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals.

**E.** All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period.

- F. Quarterly financial and progress reports are due on October 15, January 15, April 15, and July 15, within the POP. Final reports are due 15 days after the end of POP.
- G. All revision requests must be reviewed and approved by NMDHSEM staff. All requests must meet the original scope of the project which may result in a sub-recipient grant amendment.
- H. A revision of a project's SOW must be pre-approved by NMDHSEM staff before the jurisdiction can proceed with the request for approval process. If the revision is approved, NMDHSEM staff may request additional documentation to proceed with recommendation to NMDHSEM Leadership for final approval.
- I. The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this Sub-recipient Grant Agreement are the sole responsibility of the sub-recipient of this award.
- J. Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports.
- K. Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted to NMDHSEM for return to FEMA.
- L. Extensions due to exigent or emergency circumstances will be determined by NMDHSEM on a case-by-case basis.



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

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

**SUB-RECIPIENT GRANT AGREEMENT**

**Signatures of Acceptance**

SUB-GRANT NO.	FM-5461-0002-PF-NM		
<b>JURISDICTION GRANT PROGRAM MANAGER PRINTED NAME:</b> William Scot Fuller - Emergency Manager			
OFFICIAL SIGNATURE:	William S. Fuller	DATE:	11/14/24
CONTACT NUMBER:	575-574-0065	E-MAIL ADDRESS:	sfuller@grantcountynam.gov
<b>JURISDICTION CHIEF FINANCIAL OFFICER PRINTED NAME:</b> Robert Placencio - Finance Director			
OFFICIAL SIGNATURE:	Robert Placencio	Date:	11/14/24
CONTACT NUMBER:	575-574-0019	E-MAIL ADDRESS:	rplacencio@grantcountynam.gov
<b>JURISDICTION SIGNATORY OFFICIAL PRINTED NAME:</b> Chris Ponce - Chair			
OFFICIAL SIGNATURE:	Chris Ponce	DATE:	11/13/2024
CONTACT NUMBER:	575-574-0009	E-MAIL ADDRESS:	cponce@grantcountynam.gov
<b>NMDHSEM MITIGATION PROGRAM BUREAU CHIEF PRINTED NAME:</b> Jeremy Glass			
NMDHSEM MITIGATION PROGRAM BUREAU CHIEF OFFICIAL SIGNATURE / DATE: <i>JK</i> 11/14/24			
<b>NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF PRINTED NAME:</b> Hallie W. TSP			
NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF OFFICIAL SIGNATURE / DATE: <i>JK</i> 11/21/2024			
<b>NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL PRINTED NAME:</b> Ali Rye			
NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL SIGNATURE / DATE: <i>JK</i> 11/22/24			

Print one original agreement, sign and email to: [DHSEM.MITIGATION@DHSEM.nm.gov](mailto:DHSEM.MITIGATION@DHSEM.nm.gov)

**New Mexico Finance Authority**  
**Loan Account Statement**  
**Grant County**  
**Statement Date: 07/25/2025**

Date: 07/25/25  
 Time: 03:20:27 PM

Statement Period: 06/23/2023 - 07/25/2025

Grant County  
 ATTN:  
 P O Box 898  
 Silver City, NM 88062

Received \$1,084,911 into 413-00-4312  
 Expensed \$81,262.65 from 535-51-5114  
 Remaining Balance: \$1,003,648.35 into  
 303-30400-2002-58040-  
 000000

	Principal	Interest	Fees	Total
<b>Beginning of Period</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Draws</b>	\$976,419.90	\$0.00	\$0.00	\$976,419.90
<b>Interest/Fees Accrued</b>	\$0.00	\$74,401.59	\$0.00	\$74,401.59
<b>Repayments and Adjustments</b>	-\$13,251.90	-\$66,078.50	\$0.00	-\$79,330.40
<b>End of Period</b>	\$963,168.00	\$8,323.09	\$0.00	\$971,491.09

Transaction Activity: 06/23/2023 - 07/25/2025

Transaction Type	Memo	Date	Amount
Draw	REQ# 1	08/09/2024	\$67,848.05
Repayment - Interest		11/01/2024	-\$48,272.92
Repayment - Interest		05/01/2025	-\$17,805.58
Repayment - Principal		05/01/2025	-\$13,251.90

Date	Description	Trans Code	Amount	Balance Due			Total
				Principal	Interest	Fees	
06/23/2023	Draw	Draw	\$976,419.90	\$976,419.90	\$0.00	\$0.00	\$976,419.90
11/01/2024	Pay-I	Pay-I	\$48,272.92	\$976,419.90	-\$48,272.92	\$0.00	\$928,146.98
05/01/2025	Pay-P	Pay-P	\$13,251.90	\$963,168.00	-\$48,272.92	\$0.00	\$914,895.08
05/01/2025	Pay-I	Pay-I	\$17,805.58	\$963,168.00	-\$66,078.50	\$0.00	\$897,089.50

**New Mexico Finance Authority**  
**Loan Account Statement**  
**Grant County**  
**Statement Date: 07/25/2025**

Date: 07/25/25  
Time: 03:20:27 PM

**Cumulative Balance Details**

Loan Number: PPRF-5924A Amount: \$976,419.90 Closing Date: 06/23/2023 Maturity Date: 05/01/2053  
Loan Name: PPRF-5924A Current Rate: 0.00000 Principal Freqency: Annual Interest Frequency: Semi-Annual

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Date	Trans Code	Amount	Balance
06/23/2023		0.00	0.00
08/29/2024	Dpst	79,331.00	79,331.00
08/31/2024	IntE	34.44	79,365.44
09/30/2024	IntE	332.94	79,698.38
10/31/2024	IntE	332.66	80,031.04
11/01/2024	DSrv	48,272.92	31,758.12
11/30/2024	IntE	121.85	31,879.97
12/31/2024	IntE	122.89	32,002.86
01/31/2025	IntE	118.81	32,121.67
02/28/2025	IntE	106.75	32,228.42
03/31/2025	IntE	117.94	32,346.36
04/30/2025	IntE	114.41	32,460.77
05/01/2025	DSrv	31,057.48	1,403.29
05/31/2025	IntE	5.10	1,408.39
06/30/2025	IntE	4.93	1,413.32
Depository Balance			1,413.32

Legend			
Prefix		Suffix	
Adj - Adjustment	EOY - Year End Balance	Pay - Repayment	-P - Principal
Cap - Capitalized Interest	For - Forgiveness	Repay - Repayable	-I - Interest
COI - Cost of Issuance	Int - Accrued Interest	Rfn - Refund	-F - Fee
Dpst - Deposit	IntE - Interest Earned	Tran - Transfer	
Draw - Draw/Disb	IRCh - Interest Rate Change	Wrt - Writeoff	
DSrv - Debt Service	Ovrp - Overpayment		

**New Mexico Finance Authority**  
**Loan Account Statement**  
**Grant County**  
**Statement Date: 07/25/2025**

Date: 07/25/25  
Time: 03:25:50 PM

Statement Period: 06/23/2023 - 07/25/2025

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**Grant County**  
ATTN:  
P O Box 898  
Silver City, NM 88062

	Principal	Interest	Fees	Total
<b>Beginning of Period</b>	\$0.00	\$0.00	\$0.00	\$0.00
Draws	\$108,491.10	\$0.00	\$0.00	\$108,491.10
<b>Interest/Fees Accrued</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>Repayments and Adjustments</b>	\$0.00	\$0.00	\$0.00	\$0.00
<b>End of Period</b>	\$108,491.10	\$0.00	\$0.00	\$108,491.10

**Transaction Activity: 06/23/2023 - 07/25/2025**

Transaction Type	Memo	Date	Amount
Draw	REQ# 1	08/09/2024	\$7,538.67

Date	Description	Trans Code	Amount	Balance Due			
				Principal	Interest	Fees	Total
06/23/2023	Draw	Draw	\$108,491.10	\$108,491.10	\$0.00	\$0.00	\$108,491.10

Date	Trans Code	Amount	Balance
06/23/2023		0.00	0.00

**New Mexico Finance Authority**

Date: 07/25/25

**Loan Account Statement**

Time: 03:25:50 PM

**Grant County****Statement Date: 07/25/2025****Depository Activity: 06/23/2023 - 07/25/2025****Loan Number: PPRF-5924B Amount: \$108,491.10 Closing Date: 06/23/2023 Maturity Date: 05/01/2054****Loan Name: PPRF-5924B Current Rate: 0.00000 Principal Frequency: Annual Interest Frequency: Semi-Annual**

Date	Trans Code	Amount	Balance
		Depository Balance	0.00

**Legend****Prefix**

Adj - Adjustment      EOY - Year End Balance  
Cap - Capitalized Interest      For - Forgiveness  
COI - Cost of Issuance      Int - Accrued Interest  
Dpst - Deposit      IntE - Interest Earned  
Draw - Draw/Disb      IRCh - Interest Rate Change  
DSrv - Debt Service      Ovrp - Overpayment

**Suffix**

Pay - Repayment      -P - Principal  
Repay - Repayable      -I - Interest  
Rfn - Refund      -F - Fee  
Tran - Transfer  
Wrt - Writeoff



September 12, 2025

Kim Dominguez  
Corre Caminos Director  
Grant County  
3033 Highway 180 East  
Silver City, New Mexico 88061  
[kdominguez@grantcountynm.gov](mailto:kdominguez@grantcountynm.gov)

**Michelle Lujan Grisham**  
Governor

**Ricky Serna**  
Cabinet Secretary

**Commissioners**

**John McElroy**  
Commissioner  
District 1

**Gary Tonjes**  
Commissioner  
District 2

**Hilma E. Chynoweth**  
Commissioner, Vice Chairman  
District 3

**Walter G. Adams**  
Commissioner, Chairman  
District 4

**Thomas C. Taylor**  
Commissioner  
District 5

**Charles Lundstrom**  
Commissioner, Secretary  
District 6

The New Mexico Department of Transportation Transit and Rail Division has reviewed your Section 5311 Administrative/Operating and 5339 Capital budget requests for FY 2026. Your Administrative, Operating and Capital budget awards for FY 2026 are as follows:

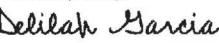
Grant County - SWRTD	Total	Federal	Local
Administration (80/20) Section 5311	\$ 234,305.00	\$ 187,444.00	\$ 46,861.00
Operating (50/50) Section 5311	\$ 891,100.00	\$ 445,550.00	\$ 445,550.00
Capital to Sub-recipient (80/20) Section 5339	\$ 149,099.00	\$ 119,279.20	\$ 29,819.80
<b>Total Administration, Operating and Capital</b>	<b>\$ 1,274,504.00</b>	<b>\$ 752,273.20</b>	<b>\$ 522,230.80</b>

For more details and information about your award, please refer to the FY26 Statewide Transit Budget Awards Packet on the Transit and Rail website using the following link:  
[NMDOT FY2026 Statewide Transit Budget Award Packet](#)

The FY 2026 program year starts October 1, 2025, and ends September 30, 2026. You will be receiving your MOA prior to the beginning of the program year. Please read through the MOA, as it contains expiration dates for procurements and expenditure of funds, asset management guidelines, and reporting requirements including due dates.

Contact Deborah Bach at [Deborah.bach@dot.nm.gov](mailto:Deborah.bach@dot.nm.gov), or Vijay Ummadi at [Vijayk.ummadi@dot.nm.gov](mailto:Vijayk.ummadi@dot.nm.gov) if you have any questions.

Sincerely,

DocuSigned by:  
  
 0442DF71648E430...  
 Delilah Garcia,  
 Transit Bureau Chief

CC: Deborah Bach  
CC.: Vijay Ummadi