

**GRANT COUNTY
RESOLUTION NO. R-25-67**

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 11th day of December, 2025.

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


Chris M. Ponce, Chairman


Nancy Stephens, Member

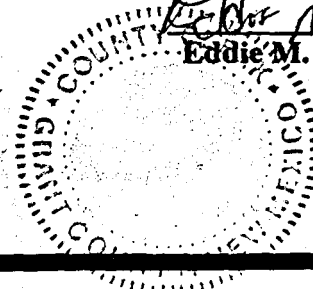

Thomas L. Shelley, Member


Eloy H. Medina, Vice Chairman


Eddie M. Flores, Member

Attest:


Connie Holguin, Clerk



Fund	Fund Description	Department	GL Account	Line Item Description	Budget Increase/Decrease		Expenditures:	
					Revenue:		Increase	Decrease
					Increase	Decrease		
11000	GENERAL FUND	PITNEY BOWES POSTAGE METER LEASE	100-11000-2001-54020-000000	EXPENSE			\$ 227.16	
11000	GENERAL FUND			TOTAL	\$ -	\$ -	\$ 227.16	\$ -
21800	INTERGOVERNMENTAL GRANTS	EMNRD-COMM WILDFIRE PROTECTION PLAN 24-DG-11030000-035	627-21800-0001-47499-000000	REVENUE	\$ 185,000.00			
21800	INTERGOVERNMENTAL GRANTS	EMNRD-COMM WILDFIRE PROTECTION PLAN 24-DG-11030000-035	627-21800-2002-55030-000000	EXPENSE			\$ 185,000.00	
21800	INTERGOVERNMENTAL GRANTS	EMNRD-PA VFD 23-DG-11030000-008	627-21800-0001-47499-000001	REVENUE	\$ 17,077.00			
21800	INTERGOVERNMENTAL GRANTS	EMNRD-PA VFD 23-DG-11030000-008	627-21800-3002-56999-000000	EXPENSE			\$ 17,077.00	
21800	INTERGOVERNMENTAL GRANTS	HIDTA-REGION 7 HIDTA-AMENDED	451-21800-0001-47699-000000	REVENUE	\$ 8,000.00			
21800	INTERGOVERNMENTAL GRANTS	OVERTIME EXPENSE-AMENDED	451-21800-3001-51060-000000	EXPENSE			\$ 8,000.00	
21800	INTERGOVERNMENTAL GRANTS	USDA EWPP GRANT NR238C30XXXXC004-FEDERAL REVENUE	424-30900-0001-46999-000000	REVENUE	\$ 4,786,972.50			
21800	INTERGOVERNMENTAL GRANTS	USDA EWPP GRANT NR238C30XXXXC004-STATE MATCH REVENUE	424-30900-0001-46999-000000	REVENUE		\$ (1,140,881.25)		
21800	INTERGOVERNMENTAL GRANTS	USDA EWPP GRANT NR238C30XXXXC004-TECHNICAL ASSISTANCE COST	424-30900-2002-55030-000000	EXPENSE	\$ -		\$ 320,999.00	
21800	INTERGOVERNMENTAL GRANTS	USDA EWPP GRANT NR238C30XXXXC004-CONSTRUCTION COST	424-30900-2002-58040-000001	EXPENSE	\$ -		\$ 3,325,092.25	
30300	NON CAPITAL LG APPROPRIATION	USDA EWPP GRANT NR238C30XXXXC004-FEDERAL MATCH REVENUE	299-30300-0001-47699-000000	REVENUE	\$ 1,617,400.00			
30300	NON CAPITAL LG APPROPRIATION	USDA EWPP GRANT NR238C30XXXXC004-STATE MATCH REVENUE	299-30300-0001-47499-000000	REVENUE	\$ 1,032,138.78			
30300	NON CAPITAL LG APPROPRIATION	USDA EWPP GRANT NR238C30XXXXC004-GRANT MATCH EXPENSE	299-30300-2002-55999-000000	EXPENSE			\$ 1,590,060.25	
21800	INTERGOVERNMENTAL GRANTS			TOTAL	\$ 7,646,588.28	\$ (1,140,881.25)	\$ 5,446,228.50	\$ -
29900	OTHER SPECIAL REVENUE	FREEPORT MCMORAN FOUNDATION EMERGENCY OPS PLAN	425-29900-0001-47499-000000	REVENUE	\$ 60,000.00			
29900	OTHER SPECIAL REVENUE	EMERGENCY OPERATION PLAN UPDATE CONTRACTUAL SERVICE	425-29900-2002-55999-000000	EXPENSE			\$ 60,000.00	
29900	OTHER SPECIAL REVENUE			TOTAL	\$ 60,000.00	\$ -	\$ 60,000.00	\$ -
22200	COUNTY FIRE	INSURANCE RECOVERIES-WHISKEY CREEK VFD	209-22200-0001-46020-000001	REVENUE	\$ 68,950.67			
22200	COUNTY FIRE	CAPITAL OUTLAY-WHISKEY CREEK VFD	209-22200-3002-58080-000002	EXPENSE			\$ 68,950.67	
22200	COUNTY FIRE			TOTAL	\$ 68,950.67	\$ -	\$ 68,950.67	\$ -
20900	FIRE PROTECTION	STATE REVENUE-GC FIRE ADMINISTRATION FY 26 STIPEND	700-20900-0001-47499-000000	REVENUE	\$ 25,000.00			
20900	FIRE PROTECTION	GC FIRE ADMINISTRATION FY 26 STIPEND	700-20900-3002-58020-000005	EXPENSE			\$ 25,000.00	
20900	FIRE PROTECTION	STATE REVENUE-TYRONE VFD TENDER/PUMPER	700-20900-0001-47499-000006	REVENUE	\$ 600,000.00			
20900	FIRE PROTECTION	CAPITAL OUTLAY-TYRONE VFD TENDER/PUMPER	700-20900-3002-58020-000006	EXPENSE			\$ 600,000.00	
20900	FIRE PROTECTION				\$ 625,000.00	\$ -	\$ 625,000.00	\$ -
		GRAND TOTAL OF BUDGET ADJUSTMENT REQUEST			\$ 8,400,538.95	\$ (1,140,881.25)	\$ 6,200,406.33	\$ -

Sourcewell State & Local FMV Lease

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

Tax ID # (FEIN/TIN)

GRANT COUNTY

856000218

Sold-To: Address

1400 HIGHWAY 180 E, SILVER CITY, NM, 88061-7837, US

Sold-To: Contact Name

Sold-To: Contact Phone #

Sold-To: Account #

Andrea Montoya

575-574-0131

0012568629

Bill-To: Address

PO Box 898, Silver City, NM, 88062-0898, US

Bill-To: Contact Name

Bill-To: Contact Phone #

Bill-To: Account #

Bill-To: Email

0015961639

Ship-To: Address

1400 HIGHWAY 180 E, SILVER CITY, NM, 88061-7837, US

Ship-To: Contact Name

Ship-To: Contact Phone #

Ship-To: Account #

Andrea Montoya

575-574-0131

0012568629

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCAUTO	SendPro C Auto
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C5CC	Sendpro C Auto 95
1	CAAB	Basic Cost Accounting
1	F9PG2	PowerGuard LE Service Package
1	ME1A	Meter Equipment - C Series
1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	SJS2	Softguard For SendPro C500
1	SPACRL	Return Lbl/Instr - SendPro Auto C

1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Auto)
1	ZH24	Manual Weight Entry
1	ZH29	HZ03 95 LPM Speed
1	ZHC5	SendPro C500 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 163.54	\$ 490.62

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 () Purchase Power[®] transaction fees included
 (X) Purchase Power[®] transaction fees extra

Your Signature Below

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate this lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under this lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms and conditions of this Agreement, including the Sourcewell Contract Number 070125-PIT, effective date August 7, 2025 and the State and Local Fair Market Value Lease Terms (including the Pitney Bowes Terms which is available at <http://www.pb.com/states> and is incorporated by reference (the "Agreement"). You acknowledge that, except for non-appropriation, you may not cancel this lease for any reason and that all payment obligations are unconditional. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

070125-PIT

State/Entity's Contract#

Andrea Montoya

Lessee Signature

ANDREA MONTAYA

Print Name

DEPUTY COUNTY MANAGER

Title

11/10/25

Date

amontoya@grantcountynm.gov

Email Address

Pitney Bowes Signature

Print Name

Title

Date

State of New Mexico
Energy, Minerals and Natural Resources Department

Michelle Lujan Grisham
Governor

Melanie A. Kenderdine
Cabinet Secretary

Benjamin Shelton
Deputy Cabinet Secretary

Erin Taylor
Deputy Cabinet Secretary

Laura McCarthy, State Forester
Forestry Division



November 19, 2025

Grant County Office of Emergency Management
P.O. Box 898
Silver City, NM 88062-0898
sfuller@grantcounty.nm.gov

Re: Subrecipient Notification – Grant County, Community Wildfire Protection Plan – Governmental Services Agreement (GSA) 25-521-0400-0075

During a recent review of active agreements for the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division, it was noted that your entity has been designated a subrecipient for the Grant County, Community Wildfire Protection Plan.

This letter serves as your official notice that **your entity has been designated a subrecipient for the duration of this project. Federal award identification:**

- Subrecipient Entities will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing their purposes and objectives.
- If a subrecipient has a Single Audit (Tier 7) conducted, please ensure the Forestry Division is identified as the pass-through entity and the subaward number assigned is listed on the subrecipient's Schedule of Expenditures of Federal Awards as the pass-through entity. Non-compliance with the Single Audit Act or the State Audit Act, as cited above, may result in a loss of federal funds.
- This GSA does not include funding for research and development.

Subrecipient Name	Grant County	
Subrecipient Unique Entity Identifier	UKBZFNJZDZX3	
Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement	2024 Selected Community Wildfire Defense Grants in New Mexico (Match Waived) ALN: 10.720 \$28,062,713	
Federal Award # and Date	24-DG-11030000-035; 9/9/2024	
Subaward Period of Performance Start and End Date	January 9, 2025 – December 31, 2026	
Subaward Budget Period Start and End Date	January 9, 2025 – December 31, 2026	
Amount of Federal Funds Obligated in the subaward	\$185,000.00	
Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA)	Grant County, Community Wildfire Protection Plan	
Total Amount of Federal Funds Obligated by EMNRD to subrecipient, including the current financial obligation	\$205,077	
Indirect cost rate for the agreement	N/A	
EMNRD Project Manager: Melissa McLamb	(505) 394-2277 - Melissa.McLamb@emnrd.nm.gov	
EMNRD Contract Manager: Deanna Luna	Deanna.Luna@emnrd.nm.gov	

A subrecipient that expends \$1,000,000 or more of federal awards (in the aggregate from any source) in a fiscal year is required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, 2 CFR 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards. A subrecipient that does not meet the \$1,000,000 audit threshold (Tier 7), must complete the Certification (Tiers 1 or 2) or Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, Section 12-6-1 through 12-6-14. Compliance with state audit requirements requires one of the above-mentioned tiers to be on file with the New Mexico Office of the State Auditor (OSA). New Mexico State Audit Rule (2.2.2 New Mexico Administrative Code) requires Tier 1-6 must be on file with the New Mexico Office of Auditor. The Code of Federal Regulations (CFR) requires a Tier 7 Single Audit (C.F.R. 200.501.b, 200.36) must be on file with the Federal Audit Clearinghouse.

The Forestry Division will download annual audits and certifications directly from the OSA for review annually. The Forestry Division will download and review SAM.gov website for registrations along with suspension and debarments periodically. This information will be used for review of continued federal compliance throughout the contract term and could affect continuation of project.

The Forestry Division looks forward to the continuation of the partnership with Grant County.

Sincerely,



Laura McCarthy
State Forester

cc: File

The 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 a part of an individual's income is derived from any public assistance program. 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 to: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

State of New Mexico
Energy, Minerals and Natural Resources Department

Michelle Lujan Grisham
Governor

Melanie A. Kenderdine
Cabinet Secretary

Benjamin Shelton
Deputy Cabinet Secretary

Erin Taylor
Deputy Cabinet Secretary

Laura McCarthy, State Forester
Forestry Division



November 19, 2025

Grant County
P.O. Box 898
Silver City, NM 88062

Robert Placencio, Finance Director (rplacencio@grantcountynm.gov)
Ed Downard, Chief PA (chief@pavfr.org)
Charlene Webb, County Manager (cwebb@grantcountynm.gov)
Andrea Montoya, (amontoya@grantcountynm.gov)

Re: Subrecipient Notification – Volunteer Fire Assistance Program (VFA) Grant for Grant County, Pinos Altos Fire Department - GAA 25-521-0400-0126

During a recent review of active agreements for the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division, it was noted that your entity has been designated a subrecipient for the VFA Grant for Grant County, Pinos Altos Fire Department.

This letter serves as your official notice that **your entity has been designated a subrecipient for the duration of this project. Federal award identification:**

- Subrecipient Entities will handle their own activities and use their own resources, including the expenditure of their own funds, in pursuing their purposes and objectives.
- If a subrecipient has a Single Audit (Tier 7) conducted, please ensure the Forestry Division is identified as the pass-through entity and the subaward number assigned is listed on the subrecipient's Schedule of Expenditures of Federal Awards as the pass-through entity. Non-compliance with the Single Audit Act or the State Audit Act, as cited above, may result in a loss of federal funds.
- This VFA Grant does not include funding for research and development.

Subrecipient Name	Grant County
Subrecipient Unique Entity Identifier	UKBZFNJZDZX3
Assistance Listings title and number; the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listings Number at the time of disbursement	New Mexico 2023 Consolidated Forestry Programs Grant (Urban & Community Forestry, Forest Stewardship, Forest Health, Landscape Scale Restoration and State and Volunteer Fire Assistance) ALN: 10.664 \$512,888
Federal Award # and Date	23-DG-11030000-008; 8/24/2023
Subaward Period of Performance Start and End Date	January 15, 2025 – April 30, 2026
Subaward Budget Period Start and End Date	January 15, 2025 – April 30, 2026
Amount of Federal Funds Obligated in the subaward	\$17,077.00
Federal award project description, as required by the Federal Funding Accountability and Transparency Act (FFATA)	VFA Grant for Grant County, Pinos Altos Fire Department
Total Amount of Federal Funds Obligated by EMNRD to subrecipient, including the current financial obligation	\$205,077
Indirect cost rate for the agreement	N/A
EMNRD Project Manager: <i>Gabriel Cordova</i>	(505) 629-2041 - Gabrielf.Cordova@emnrd.nm.gov

A subrecipient that expends \$1,000,000 or more of federal awards (in the aggregate from any source) in a fiscal year is required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, 2 CFR 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards. A subrecipient that does not meet the \$1,000,000 audit threshold (Tier 7), must complete the Certification (Tiers 1 or 2) or Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, Section 12-6-1 through 12-6-14. Compliance with state audit requirements requires one of the above-mentioned tiers to be on file with the New Mexico Office of the State Auditor (OSA). New Mexico State Audit Rule (2.2.2 New Mexico Administrative Code) requires Tier 1-6 must be on file with the New Mexico Office of Auditor. The Code of Federal Regulations (CFR) requires a Tier 7 Single Audit (C.F.R. 200.501.b, 200.36) must be on file with the Federal Audit Clearinghouse.

The Forestry Division will download annual audits and certifications directly from the OSA for review annually. The Forestry Division will download and review SAM.gov website for registrations along with suspension and debarments periodically. This information will be used for review of continued federal compliance throughout the contract term and could affect continuation of project.

The Forestry Division looks forward to the continuation of the partnership with Grant County.

Sincerely,



Laura McCarthy
State Forester

cc: File

The 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 a part of an individual's income is derived from any public assistance program. 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 to: USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

Jym

AMMENDED Attachment B
Sub-recipients Budget Detail (Amended)

Resource Recipient – Grant County Sheriff's Department
Overtime

Investigative – Law Enforcement Office, Up To: \$18,000

***Upon the availability of Overtime Funds**

Note *This amount can be up to 25% of the GS 12 Step 1 Rest of the US Law Enforcement rate for the current fiscal year per officer

Fwd: Updated Overtime Contract

From Francine Mondello <fmondello@grantcountynm.gov>

Date Mon 11/24/2025 2:46 PM

To Andrea Montoya <amontoya@grantcountynm.gov>; Gabriella Orosco <gorosco@grantcountynm.gov>

 1 attachment (315 KB)

Grant County 25-26 Ammended.pdf;

FYI

----- Forwarded message -----

From: **Ashley Kayser - REG VII** <akayser@nmhidta.org>

Date: Thu, Nov 20, 2025 at 4:34 PM

Subject: Updated Overtime Contract

To: Francine Mondello <fmondello@grantcountynm.gov>, ccooper@grantcountynm.gov
<ccooper@grantcountynm.gov>

Cc: jcarlos@grantcountynm.gov <jcarlos@grantcountynm.gov>

Good afternoon,

I have attached an updated/amended contract page for Agent Joseph Carlos. He was allotted \$8,000.00 of OT funds for this fiscal year July 2025 – June 2026 and received supplemental funding in the amount of \$6,000.00 for the previous fiscal year's grant, to be expended by December 31, 2025. We will be utilizing the \$6000 first for the invoice received today.

The contract has been amended to show up to \$18,000 as we expect to transfer more funds this fiscal year.

Please let me know if you have any questions.

Thank you,

Ashley Kayser

REGION VII BORDER DRUG TASK FORCE

1701 S. Columbus Highway

EWPP GRANT

Account	Name	Status	Type	Fund	Current Budget	Increase/Decrease	Total Budget
424-30900-0001-47699-000000	GRANT REIMBURSEMENT	Active	Revenue	424	\$ (3,482,642.75)	\$ (4,786,972.50)	\$ (8,269,615.25)
424-30900-0001-47899-000000	(OTHER REVENUE)	Active	Revenue	424	\$ (1,140,881.25)	\$ 1,140,881.25	\$ -
424-30900-2002-55030-000000	ADMINISTRATIVE FEES (Tech Assist)	Active	Expense	424	\$ -	\$ 320,999.00	\$ 320,999.00
424-30900-2002-58040-000000	CONSTRUCTION/REHAB (Fin Asst)	Active	Expense	424	\$ 4,623,524.00	\$ 3,325,092.25	\$ 7,948,616.25
299-30300-0001-47699-000000	GRANT REIMBURSEMENT (Federal)	Active	Revenue	299	\$ -	\$ (1,617,400.00)	\$ (1,617,400.00)
299-30300-0001-47499-000000	STATE REVENUE MATCH	Active	Revenue	299	\$ -	\$ (1,032,138.75)	\$ (1,032,138.75)
299-30300-2002-55999-000000	GRANT MACTH MONIES	Active	Expense	299	\$ 1,059,478.50	\$ 1,590,060.25	\$ 2,649,538.75



U.S. Department of Agriculture
Natural Resources Conservation Service

NRCS-ADS-093

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number NR238C30XXXXC004	2. Amendment Number 0006	3. Award /Project Period 07/03/2023 - 02/18/2026	4. Type of award instrument: Cooperative Agreement
5. Agency (Name and Address) Natural Resources Conservation Service 100 Sun Avenue N.E., Suite 602 Albuquerque, NM 87109		6. Recipient Organization (Name and Address) COUNTY OF GRANT COUNTY MANAGER PO BOX 898 SILVER CITY NM 88062-0898 UEI Number / DUNS Number: UKBZFNJZDZX3 / 049452535 EIN:	
7. NRCS Program Contact Name: KENNETH BRANCH Phone: (575) 574-8675 Email: kenneth.branch@usda.gov	8. NRCS Administrative Contact Name: Lori Baker Phone: (859) 224-7360 Email: lori.baker@usda.gov	9. Recipient Program Contact Name: Randy Hernandez Phone: (575) 574-0066 Email: rhernandez@grantcountynm.gov	10. Recipient Administrative Contact Name: Charlene Webb Phone: (575) 574-8675 Email: cwebb@grantcountymn.gov
11. CFDA 10.923	12. Authority 33 U.S.C. 701b-1	13. Type of Action Amendment/Revision	14. Program Director Name: Charlene Webb Phone: (575) 574-8675 Email: cwebb@grantcountymn.gov
15. Project Title/ Description: EWPP - Grant County, NM. DSR 35-02-22-5041-001. Sediment/Debris removal and stream stabilization due to the Gila and Mimbres flood event.			
16. Entity Type: B = County Government			
17. Select Funding Type			
Select funding type:	<input checked="" type="checkbox"/> Federal	<input checked="" type="checkbox"/> Non-Federal	
Original funds total	\$8,062,642.75	\$2,640,881.25	
Additional funds total	\$206972.50	\$8657.50	
Grand total	\$8,269,615.25	\$2,649,538.75	
18. Approved Budget			

Personnel	\$0.00	Fringe Benefits	\$0.00
Travel	\$0.00	Equipment	\$0.00
Supplies	\$0.00	Contractual	\$0.00
Construction	\$7,948,616.25	Other	\$320,999.00 <i>TA 100%</i>
Total Direct Cost	\$8,269,615.25	Total Indirect Cost	\$0.00
		Total Non-Federal Funds	\$2,649,538.75 <i>Match</i>
		Total Federal Funds Awarded	\$8,269,615.25 <i>*</i>
		Total Approved Budget	10,919,154.000

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative J. XAVIER MONTOYA, State Conservationist	Signature Juan Xavier Montoya <small>Digitally signed by Juan Xavier Montoya Date: 2025.08.06 14:52:28 -06'00'</small>	Date
Name and Title of Authorized Recipient Representative CHARLENE WEBB, County Manager	Signature <i>Charlene Webb</i>	Date 8/6/2025

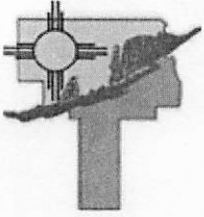
NONDISCRIMINATION STATEMENT

The USDA's Non-Discrimination Statement is incorporated by reference and can be accessed at the following location: <https://www.usda.gov/non-discrimination-statement>.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 522a).

TA
Tetratich
Kadas.



Budget Report Account Summary

For Fiscal: 2025-2026 Period Ending: 10/31/2025

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
Fund: 424 - USDA RURAL DEVELOPMENT/ NRCS						
Revenue						
<u>424-30900-0001-47699-000000</u> GRANT REIMBURSEMENT	3,482,642.75	3,482,642.75	-30,000.00	0.00	-3,482,642.75	100.00 %
<u>424-30900-0001-47899-000000</u> (OTHER REVENUE)	1,140,881.25	1,140,881.25	0.00	52,650.00	-1,088,231.25	95.39 %
Revenue Total:	4,623,524.00	4,623,524.00	-30,000.00	52,650.00	-4,570,874.00	98.86%
Expense						
<u>424-30900-2002-55030-000000</u> ADMINISTRATIVE FEES	0.00	0.00	21,324.01	94,118.37	-94,118.37	0.00 %
<u>424-30900-2002-58040-000000</u> CONSTRUCTION/REHAB	4,623,524.00	4,623,524.00	848,434.45	852,634.45	3,770,889.55	81.56 %
Expense Total:	4,623,524.00	4,623,524.00	869,758.46	946,752.82	3,676,771.18	79.52%
Fund: 424 - USDA RURAL DEVELOPMENT/ NRCS Surplus (Deficit):	0.00	0.00	-899,758.46	-894,102.82	-894,102.82	0.00%
Report Surplus (Deficit):	0.00	0.00	-899,758.46	-894,102.82	-894,102.82	0.00%

Group Summary

Account Typ...	Original	Current	Period	Fiscal	Variance	Percent
	Total Budget	Total Budget	Activity	Activity	Favorable (Unfavorable)	Remaining
Fund: 424 - USDA RURAL DEVELOPMENT/ NRCS						
Revenue	4,623,524.00	4,623,524.00	-30,000.00	52,650.00	-4,570,874.00	98.86%
Expense	4,623,524.00	4,623,524.00	869,758.46	946,752.82	3,676,771.18	79.52%
Fund: 424 - USDA RURAL DEVELOPMENT/ NRCS Surplus (Deficit):	0.00	0.00	-899,758.46	-894,102.82	-894,102.82	0.00%
Report Surplus (Deficit):	0.00	0.00	-899,758.46	-894,102.82	-894,102.82	0.00%

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)
424 - USDA RURAL DEVELOPMENT	0.00	0.00	-899,758.46	-894,102.82	-894,102.82
Report Surplus (Deficit):	0.00	0.00	-899,758.46	-894,102.82	-894,102.82

Statement of Work

Please note that any narrative below should be considered in addition to the original Statement of Work, as well as any prior amendments.

Purpose

The purpose of this amendment is to increase the amount of funding as shown on the Notice of Award and the updated Budget Narrative section and replace the General Terms and Conditions.

Except as provided herein, all other terms and conditions of the original agreement and any previous amendments remain unchanged and in full force and effect.

Objectives

There are no changes to this section from the current Statement of Work.

Budget Narrative

The Budget Narrative below replaces the budget section in the current Statement of Work.

The official budget described below will be considered the total budget as last approved by the Federal awarding agency for this award. Amounts included in this budget narrative are estimates. Reimbursement or Advance liquidations will be based on actual expenditures, not to exceed the amount obligated.

Total Estimated Project Budget: \$10,919,154

The budget includes:

Financial Assistance (FA) Costs:

Construction Costs: \$10,598,155

NRCS (75% Construction): \$7,948,616.25 (increase of \$25,972.50)

Sponsor (25% Construction): \$2,649,538.75 (increase of \$8,657.50)

Technical Assistance (TA) Costs: \$320,999

100% NRCS: up to \$320,999 (Increase of \$181,000)

1. NRCS pays up to 75 percent of eligible construction costs and the Sponsor pays 25 percent of construction costs. NRCS will contribute up to \$320,999 for contract administration and construction management costs. It is possible that technical and administrative costs will exceed this amount, requiring the Sponsor to contribute resources to complete technical and administrative work.

2. NRCS funding for this project is provided to the Sponsor in two separate NRCS funding accounts, one for Financial Assistance (FA) and one for Technical Assistance (TA). FA costs are associated with construction activities; TA costs are associated with services. These expenditures shall be accounted for separately for expenses to be eligible for reimbursement.

3. NRCS will provide FA for actual costs as reimbursement to the Sponsor for approved on-the ground construction costs, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. Construction costs are associated with the installation of the project measures including labor, equipment, and materials.

4. NRCS will provide TA reimbursement to the Sponsor for technical and administrative costs directly charged to the project, subject to the above limits. If costs are reduced, reimbursement will be reduced accordingly. These costs include:

a. engineering costs include, but are not limited to, developing a project design that includes construction drawings and specifications, an Operation and Maintenance plan, a Quality Assurance/Inspection Plan, and an engineer's estimate of the project installation costs in addition to providing necessary quality assurance during construction.

b. contract administration costs include, but are not limited to, soliciting, evaluation, awarding, and administering contracts for construction and engineering service, including project management, verifying invoices, and record

keeping.

5. The Sponsor will contribute funds toward the total construction costs in either direct cash expenditures, the value of non-cash materials or services, or in-kind contributions. The value of any in-kind contribution shall be agreed to in writing prior to implementation.

Responsibility of the Parties

There are no changes to this section from the current Statement of Work.

Expected Accomplishments and Deliverables

There are no changes to this section from the current Statement of Work.

Resources Required

There are no changes to this section from the current Statement of Work.

Milestone

There are no changes to this section from the current Statement of Work.

**STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
FUND 93100 CAPITAL APPROPRIATION PROJECT**

THIS AGREEMENT is made and entered into by and between the Department of Finance and Administration, State of New Mexico, Bataan Memorial Building, Room 202, Santa Fe, New Mexico, hereinafter called the "Department" or abbreviation such as "DFA/LGD", and the Grant County, hereinafter called the "Grantee". This Agreement shall be effective as of the date it is executed by the Department.

RECITALS

WHEREAS, in the Laws of 2023, Chapter 199, Section 21, Paragraph 4, the Legislature made an appropriation to the Department, funds from which the Department is making available to the Grantee pursuant to this Agreement; and

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

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

AGREEMENT

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

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

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

23-H2517-1 \$1,617,400.00

APPROPRIATION REVERSION DATE: JUN-30-2027

Laws of 2023, Chapter 199, Section 21, Paragraph 4, One Million Six Hundred Seventeen Thousand Four Hundred Dollars and Zero Cents (\$1,617,400.00) to plan, design, contract, improve and equip acequias statewide -to provide cost share matching funds for the Acequia projects in Grant and Luna County for the USDA Natural Resources Conservation Service, Emergency Watershed Protection Program.

The Grantee's total reimbursements shall not exceed One Million Six Hundred Seventeen Thousand Four Hundred Dollars and Zero Cents \$1,617,400.00 (the "Appropriation Amount") minus the allocation for Art in Public Places ("AIPP amount")¹, if applicable, \$0.00 which equals \$1,617,400.00 (the "Adjusted Appropriation Amount").

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

This project is referred to throughout the remainder of this Agreement as the "Project"; the information contained in Article I(A) is referred to collectively throughout the remainder of this Agreement as the "Project Description." Attachment A sets forth additional or more stringent requirements and conditions, which are incorporated by this reference as if set forth fully herein. If Attachment A imposes more stringent requirements than any requirement set forth in this Agreement, the more stringent requirements of Attachment A shall prevail, in the event of irreconcilable conflict. The Grantee shall reference the Project's number in all correspondence with and submissions to the Department concerning the Project, including, but not limited to, Requests for Payment and reports.

ARTICLE II. LIMITATION ON DFA/LGD'S OBLIGATION TO MAKE GRANT DISBURSEMENT TO GRANTEE

A. Upon the Effective Date of this Agreement, for permissible purposes within the scope of the Project Description, the Grantee shall only be reimbursed monies for which the Department has issued and the Grantee has received a Notice of Obligation to Reimburse² Grantee (hereinafter referred to as "Notice of Obligation"). This Grant Agreement and the disbursement of any and all amounts of the above referenced Adjusted Appropriation Amount are expressly conditioned upon the following:

- (i) Irrespective of any Notice of Obligation, the Grantee's expenditures shall be made on or before the Reversion Date and, if applicable, an Early Termination Date (i.e., the goods have been delivered and accepted or the title to the goods has been transferred to the Grantee and/or the services have been rendered for the Grantee); and
- (ii) The total amount received by the Grantee shall not exceed the lesser of: (a) the Adjusted Appropriation Amount identified in Article I(A) herein or (b) the total of all amounts stated in the Notice(s) of Obligation evidencing that the Department has received and accepted the Grantee's Third Party Obligation(s), as defined in subparagraph iii of this Article II(A); and
- (iii) The Grantee's expenditures were made pursuant to the State Procurement Code and execution of binding written obligations or purchase orders with third party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project, hereinafter referred to as "Third Party Obligations"; and
- (iv) The Grantee's submittal of timely Requests for Payment in accordance with the procedures set forth in Article IX of this Agreement; and

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

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

- (v) In the event that capital assets acquired with Project funds are to be sold, leased, or licensed to or operated by a private entity, the sale, lease, license, or operating agreement:
- must be approved by the applicable oversight entity (if any) in accordance with law; or
 - if no oversight entity is required to approve the transaction, the Department must approve the transaction as complying with law.

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

- (vi) The Grantee's submission of documentation of all Third-Party Obligations and amendments thereto (including terminations) to the Department and the Department's issuance and the Grantee's receiving of a Notice of Obligation for a particular amount in accordance with the terms of this Agreement shall be governed by the following:

- The Grantee shall submit to the Department one copy of all Third Party Obligations and amendments thereto (including terminations) as soon as possible after execution by the Third Party but prior to execution by the Grantee.
- Grantee acknowledges and agrees that if it chooses to enter into a Third Party Obligation prior to receiving a Notice of Obligation that covers the expenditure, it is solely responsible for such obligations.
- The Department may, in its sole and absolute discretion, issue to Grantee a Notice of Obligation for the particular amount of that Third Party Obligation that only obligates the Department to reimburse Grantee's expenditures made on or before the Reversion Date or an Early Termination Date. The current Notice of Obligation form is attached to this Agreement as Exhibit 2.
- The date the Department signs the Notice of Obligation is the date that the NMISC's Notice of Obligation is effective. After that date, the Grantee is authorized to budget the particular amount set forth in the Notice of Obligation, execute the Third Party Obligation and request the Third Party to begin work. Payment for any work performed or goods received prior to the effective date of the Notice of Obligation is wholly and solely the obligation of the Grantee.

B. The Grantee shall implement, in all respects, the Project. The Grantee shall provide all necessary qualified personnel, material, and facilities to implement the Project. The Grantee shall finance its share (if any) of the costs of the Project, including all Project overruns.

C. Project funds shall not be used for purposes other than those specified in the Project Description.

D. Unless specifically allowed by law, Project funds cannot be used to reimburse Grantee for indirect Project costs.

ARTICLE III. NOTICE PROVISIONS AND GRANTEE AND NMISC DESIGNATED REPRESENTATIVES

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

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

Grantee: Grant County
Name: Charlene Webb
Title: Grant County Manager
Email: cwebb@grantcountynm.gov
Telephone: 575-574-8675

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

Grantee: Grant County
Name: Charlene Webb
Title: Grant County Manager
Email: cwebb@grantcountynm.gov
Telephone: 575-574-8675

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

Department: DFA/Local Government Division
Name: Sandra Ortega
Title: Program Manager
Address: Bataan Memorial Bldg. Rm 202, Santa Fe, NM 87501
Email: SandraY.Ortega@dfa.nm.gov
Telephone: (505) 827-4983

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

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

A. As referenced in Article I(A), the applicable law establishes a date by which Project funds must be expended by Grantee, which is referred to throughout the remainder of this Agreement as the "Reversion Date." Upon being duly executed by both parties, this Agreement shall be effective as of the date of execution by the Department. It shall terminate on June 30, 2027 the Reversion Date unless Terminated Before Reversion Date ("Early Termination") pursuant to Article V herein.

B. The Project's funds must be expended on or before the Reversion Date and, if applicable, Early Termination Date of this Agreement. For purposes of this Agreement, it is not sufficient for the Grantee to encumber the Project funds on its books on or before the Project's Reversion Date or Early Termination Date.

Funds are expended and an expenditure has occurred as of the date that a particular quantity of goods are delivered to and received by the Grantee or title to the goods is transferred to the Grantee and/or as of the date particular services are rendered for the Grantee. Funds are *not* expended and an expenditure has *not* occurred as of the date they are encumbered by the Grantee pursuant to a contract or purchase order with a third party.

ARTICLE V. EARLY TERMINATION

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

Early Termination includes:

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

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

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

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

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

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

ARTICLE VI. SUSPENSION OF NEW OR FURTHER OBLIGATIONS

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

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

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

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

D. Corrective Action Plan in the Event of Suspension

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

ARTICLE VII. AMENDMENT

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

ARTICLE VIII. REPORTS

A. Database Reporting

The Grantee shall report quarterly Project activity by entering such Project information as the Department and the Department of Finance and Administration may require, such information entered directly into a database maintained by the Department of Finance and Administration (Budget & Formulation Management System). Additionally, the Grantee shall certify on the Request for Payment form (Exhibit 1) that updates have been maintained and are current in the database. The Grantee hereby acknowledges that failure to perform and/or certify updates into the database will delay or potentially jeopardize the reimbursement of funds. The Department shall give Grantee a minimum of thirty (30) days' advance written notice of any changes to the information the Grantee is required to report.

Quarterly reports shall be due on the last day of the month that is 30 days prior to the end of the quarter following execution of this Agreement by the Department and ending during the quarter of the submission of the final request for reimbursement for the Project, or the following quarter.

B. Requests for Additional Information/Project Inspection

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

- (i) request such additional information regarding the Project as it deems necessary; and
- (ii) conduct, at reasonable times and upon reasonable notice, onsite inspections of the Project.

Grantee shall respond to such requests for additional information within a reasonable period of time, as established by the Department.

ARTICLE IX. REQUEST FOR PAYMENT PROCEDURES AND DEADLINES

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

- (i) The Grantee must submit a Request for Payment; and
- (ii) Each Request for Payment must contain proof of payment by the Grantee or liabilities incurred by the Grantee showing that the expenditures are valid or are liabilities incurred by the Grantee in the form of actual unpaid invoices received by the Grantee for services rendered by a third party or items of tangible personal property received by the Grantee for the implementation of the Project; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
- (iii) In cases where the Grantee is submitting a Request for Payment to the Department based upon invoices received, but not yet paid, by the Grantee from a third party contractor or vendor, if the invoices comply with the provisions of this Agreement and are a valid liability of the Grantee, the Grantee shall make payment to those contractors or vendors within five (5) business days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. The Grantee is required to certify to the Department proof of payment to the third party contractor or vendor within ten (10) business days from the date of receiving reimbursement from the Department.

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

C. Deadlines

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

- (i) Immediately as they are received by the Grantee but at a minimum thirty (30) days from when the expenditure was incurred or liability of the Grantee was approved as evidenced by an unpaid invoice received by the Grantee from a third party contractor or vendor; or
- (ii) Twenty (20) days from date of Early Termination; or
- (iii) Twenty (20) days from the Reversion Date.

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

Article II herein to provide Third Party Obligations and the Deadlines set forth in Article IX herein. The Department's ability to reject any Request for Payment is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

ARTICLE X. PROJECT CONDITIONS AND RESTRICTIONS; REPRESENTATIONS AND WARRANTIES

- A. The following general conditions and restrictions are applicable to the Project:
- (i) The Project's funds must be spent in accordance with all applicable state laws, regulations, policies, and guidelines, including, but not limited to, the State Procurement Code (or local procurement ordinance, where applicable).
 - (ii) The Project must be implemented in accordance with the New Mexico Public Works Minimum Wage Act, Section 13-4-10 through 13-4-17 NMSA 1978, as applicable. Every contract or project in excess of sixty thousand dollars (\$60,000) that the Grantee is a party to for construction, alteration, demolition or repair or any combination of these, including painting and decorating, of public buildings, public works or public roads and that requires or involves the employment of mechanics, laborers or both shall contain a provision stating the minimum wages and fringe benefits to be paid to various classes of laborers and mechanics, shall be based upon the wages and benefits that will be determined by the New Mexico Department of Workforce Solutions to be prevailing for the corresponding classes of laborers and mechanics employed on contract work of a similar nature in the locality. Further, every contract or project shall contain a stipulation that the contractor, subcontractor, employer or a person acting as a contractor shall pay all mechanics and laborers employed on the site of the project, unconditionally and not less often than once a week and without subsequent unlawful deduction or rebate on any account, the full amounts accrued at time of payment computed at wage rates and fringe benefit rates not less than those determined pursuant to Section 13-4-11 (B) NMSA 1978 to be the prevailing wage rates and prevailing fringe benefit rates issued for the project.
 - (iii) The Project may only benefit private entities in accordance with applicable law, including, but not limited to, Article IX, Section 14 of the Constitution of the State of New Mexico, the "Anti-Donation Clause."
 - (iv) The Grantee shall not for a period of 10 years from the date of this agreement convert any property acquired, built, renovated, repaired, designed or developed with the Project's funds to uses other than those specified in the Project Description without the NMISC's and the Board of Finance's express, advance, written approval, which may include a requirement to reimburse the State for the cost of the project, transfer proceeds from the disposition of property to the State, or otherwise provide consideration to the State.
 - (v) The Grantee shall comply with all federal and state laws, rules and regulations pertaining to equal employment opportunity. In accordance with all such laws, rules and regulations the Grantee agrees to assure that no person shall, on the grounds of race, color, national origin, sex, sexual preference, age or handicap, be excluded from employment with Grantee, be excluded from participation in the Project, be denied benefits or otherwise be subject to discrimination under, any activity performed under this Agreement. If Grantee is found to be not in compliance with these requirements during the life of this Agreement, Grantee agrees to take appropriate

steps to correct any deficiencies. The Grantee's failure to implement such appropriate steps within a reasonable time constitutes grounds for terminating this Agreement.

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

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

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

B. For a period of six (6) years following the Project's completion, the Grantee shall maintain all Project related records, including, but not limited to, all financial records, requests for proposals, invitations to bid, selection and award criteria, contracts and subcontracts, advertisements, minutes of pertinent meetings, as well as records sufficient to fully account for the amount and disposition of the total funds from all sources budgeted for the Project, the purpose for which such funds were used, and such other records as the Department shall prescribe.

Charlene Webb

From: Montoya, Melody, DFA <Melody.Montoya@dfa.nm.gov> on behalf of Montoya, Melody, DFA
Sent: Wednesday, August 28, 2024 2:26 PM
To: cwebb@grantcountynm.gov; amontoya@grantcountynm.gov
Subject: Grant County 23-H2517-1

Good afternoon,

I was just wondering what the status of H2517-1 for the acequia projects? If you have any questions please feel free to contact me.

Thank you,

Melody Montoya

Project Manager

Local Government Division

Please note my new email address:

melody.montoya@dfa.nm.gov

c. 505-670-4395



New Mexico

Department of Finance
and Administration

Did I help today? Please take a short survey!

A promotional poster for the 27th Annual New Mexico Infrastructure Finance Conference. The poster has a dark background with a faint image of a modern building. At the top left is the New Mexico Infrastructure Finance Conference logo. The text reads: "27th Annual New Mexico Infrastructure Finance Conference", "Building Resilient Communities through Infrastructure", "SAVE THE DATE", "OCTOBER 28-30, 2024". At the bottom left, it lists the location: "Isleta Resort & Casino, 11000 Broadway SE, Albuquerque, New Mexico". At the bottom right is the website "www.nmifc.com".

New Mexico Infrastructure Finance Conference

27th Annual
New Mexico Infrastructure Finance Conference

"Building Resilient Communities through Infrastructure"

SAVE THE DATE

OCTOBER 28-30, 2024

Location:
Isleta Resort & Casino
11000 Broadway SE
Albuquerque, New Mexico

www.nmifc.com

425-00-4562



333 North Central Avenue
Phoenix, Arizona 85004
Tel: 602-366-8116
www.fcx.com

November 11, 2025

William 'Scot' Fuller
Emergency Manager
County of Grant
P.O. Box 898
Silver City, NM 88062

Dear Scot:

On behalf of the Freeport-McMoRan Foundation and the Grant County (NM) Community Investment Fund Committee, I am pleased to enclose a check in the amount of \$60,000 payable to County of Grant (Grant County) in support of the Grant County Emergency Operations Plan (EOP) Update project.

The funds should be used to implement the project as described in the application. Please notify us at the earliest possible time should the project scope change from the original application.

Your application successfully met the criteria of the Grant County (NM) Community Investment Fund. The Community Investment Committee was impressed with the quality of the project and its effort to update the 2014 Emergency Operations Plan (EOP) thereby providing a framework to assemble, mobilize, and coordinate a team of responders and facilitators to address all emergency situations. This project aligns with the natural disaster strategy of the Grant County Resilience Action Plan.

An end-of-year report for this project will be due from your organization a year from now through True Impact. Details and instructions on how to complete your report will be sent via email closer to your report due date.

This grant is made by the Freeport-McMoRan Foundation on behalf of the company and its operations. Any acknowledgment of our support should be attributed to the Freeport-McMoRan Foundation.

Please be sure to deposit your check within 90 days of date of issue. After 90 days, the check will automatically be cancelled within our system or be considered void by local banking institutions. If for some reason you are not able to deposit the check within the 90-day period, please contact us and we will address the issue.

Please accept our best wishes for success.

Sincerely,

A handwritten signature in black ink, appearing to read 'Tracy L. Bame', written in a cursive style.

Tracy L. Bame
President, Freeport-McMoRan Foundation

Enclosure

cc: Angie Harmon, Regional Manager, Social Performance North America, Freeport-McMoRan
Randy Ellison, General Manager, Freeport-McMoRan New Mexico Ops
Sharon Offutt, Sr. Social Performance Specialist, Freeport-McMoRan New Mexico Ops

Freeport-McMoRan Foundation					
INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
107303335	10/24/2025	County of Grant (Grant County) Grant County Emergency Operations Plan (EOP) Update			\$60,000.00

Freeport-McMoRan Foundation					
INVOICE NUMBER	DATE	DESCRIPTION	AMOUNT	DISCOUNT	NET AMOUNT
107303335	10/24/2025	County of Grant (Grant County) Grant County Emergency Operations Plan (EOP) Update			\$60,000.00

 **FREEPORT-McMoRAN**
FOUNDATION
333 NORTH CENTRAL AVENUE
PHOENIX, AZ 85004

BANK OF AMERICA, N.A.
32-1/1110 TX
0

CHECK DATE	CHECK NO.
10/24/2025	23309

CHECK AMOUNT
\$60,000.00

PAY Sixty thousand and xx/100 Dollars

TO THE
ORDER
OF County of Grant (Grant County)

Freeport-McMoRan Foundation
VOID AFTER 90 DAYS


AUTHORIZED SIGNATURE

NM Association of Counties Multi-Line

Payee: Grant County
PO Box 898,
Silver City NM, 88062

Check Number: 26571
Check Date: 11/24/2025
Check Total: \$68,950.67

Claimant	Claim Number	From	Through	Incident Date	Description	Invoice Number	Invoice Date	Amount
2022 Ford F250; LIC# 18037G; VIN# F42727	015237-1			9/6/2025	ML Auto Physical Damage - 1st Party			68,950.67

NMCIA Multi-Line Pool
444 Galisteo St.
Santa Fe, NM 87501

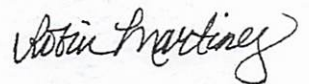
Sunflower Bank, N.A.
First National 1870 a division of
Sunflower Bank, N.A.
62 Lincoln Ave
Santa Fe NM 87501

DATE	CHECK NUMBER
11/24/2025	26571

PAY Sixty Eight Thousand Nine Hundred Fifty Dollars and Sixty Seven Cents

AMOUNT
*****\$68,950.67
VOID 90 DAYS AFTER ISSUE DATE

TO THE ORDER OF Grant County
PO Box 898
Silver City, NM 88062

TWO SIGNATURES REQUIRED ON AMOUNTS OVER \$25,000

026571 101100621 107033087

FY' 26 GRANT AWARD LIST

DEPARTMENT NAME	COUNTY	APPLICATION STATUS	PROJECT	STIPEND AMOUNT	AMOUNT AWARDED
Coyote Creek	Catron	Awarded	Water System		\$500,000.00
Cruzville, Apache Creek, Aragon	Catron	Awarded	Apparatus (service truck)		\$600,000.00
Luna Fire	Catron	Awarded	Apparatus (Tender)		\$600,000.00
Lake Arthur	Chaves	Awarded	Apparatus (Pumper Tender)		\$600,000.00
Lake Arthur	Chaves	Awarded	Stipend	\$ 2,335.00	
Roswell	Chaves	Awarded	Apparatus (Class A Engine)		\$600,000.00
Cibola County Fire Admin	Cibola	Awarded	Communications (Mobile & portable radios)		\$500,000.00
Cibola County Fire Admin	Cibola	Awarded	Stipend	\$21,500.00	
El Morro	Cibola	Awarded	Facility Improvement (Building Extension)		\$500,000.00
Clovis	Curry	Awarded	SCBA's		\$500,000.00
Curry County Fire Admin	Curry	Awarded	Stipend	\$21,000.00	
Fort Sumner	DeBaca	Awarded	Stipend	\$10,000.00	
Dona Ana Fire Admin	Dona Ana	Awarded	Stipend	\$25,000.00	
NMSU	Dona Ana	Awarded	SCBA's		\$287,239.00
Las Cruces	Dona Ana	Awarded	Facility Improvement (Station Remodel)		\$400,000.00
Eddy County Fire & Rescue	Eddy	Awarded	Facility Improvement (Class A burn building)		\$500,000.00
Hope	Eddy	Awarded	Apparatus (Tender)		\$455,000.00
Grant County Fire Admin	Grant	Awarded	Stipend	\$25,000.00	
Tyrone Fire Rescue	Grant	Awarded	Apparatus (Pumper Tender)		\$600,000.00
Santa Clara	Grant	Awarded	Communications (Mobile & portable radios)		\$120,000.00
Guadalupe County Fire Admin	Guadalupe	Awarded	Communications (Mobile & portable radios)		\$114,554.48
Guadalupe County Fire Admin	Guadalupe	Awarded	Stipend	\$25,000.00	
Newkirk	Guadalupe	Awarded	Cascade System		\$70,000.00
Hidalgo County 1	Hidalgo	Awarded	Facility Improvement (Station Remodel)		\$500,000.00
Hidalgo County Fire Admin	Hidalgo	Awarded	Stipend	\$25,000.00	
Lordsburg	Hidalgo	Awarded	Apparatus (Wildland Brush Truck)		\$347,500.00
Glenco-Palo Verde	Lincoln	Awarded	PPE (Structural, Dual Purpose, Wildland)		\$171,900.00

FY' 26 GRANT AWARD LIST

DEPARTMENT NAME	COUNTY	APPLICATION STATUS	PROJECT	STIPEND AMOUNT	AMOUNT AWARDED
Nogal	Lincoln	Awarded	Apparatus (Tender)		\$600,000.00
Ruidoso	Lincoln	Awarded	Facility Improvement (Station Remodel)		\$500,000.00
Ruidoso Downs	Lincoln	Awarded	PPE (Structural, Rescue, Wildland)		\$167,695.00
Columbus	Luna	Awarded	Communications (Mobile & portable radios)		\$257,214.00
Deming	Luna	Awarded	Apparatus (Ariel)		\$600,000.00
Golondrinas	Mora	Awarded	Facility Improvement (Station Addition)		\$600,000.00
Sierra Bonita	Mora	Awarded	Apparatus (Mini -Pumper)		\$578,415.00
Burro Flats	Otero	Awarded	PPE Extractor & Dryer		\$17,200.00
Mescalero	Otero	Awarded	Apparatus (Class A Engine)		\$600,000.00
Oro Vista	Otero	Awarded	Facility Improvement (New Fire Station)		\$433,300.00
Otero County District 7	Otero	Awarded	Apparatus (Pumper Tender)		\$600,000.00
Timberon	Otero	Awarded	SCBA's/Cascade		\$316,000.00
Tularosa	Otero	Awarded	Facility Improvements (Station 2)		\$384,444.38
Quay County Fire Admin	Quay	Awarded	Stipend	\$12,720.00	
Espanola	Rio Arriba	Awarded	SCBA's (Air packs, cylinders, & Compressor system)		\$466,403.00
Vallecitos	Rio Arriba	Awarded	Water System		\$500,000.00
Causey	Roosevelt	Awarded	Stipend	\$25,000.00	
Elida	Roosevelt	Awarded	Stipend	\$25,000.00	
Floyd	Roosevelt	Awarded	Stipend	\$25,000.00	
Bloomfield	San Juan	Awarded	Breathing Air Compressor		\$125,415.00
San Juan County Fire & Rescue	San Juan	Awarded	Apparatus(Class A Engine)		\$600,000.00
San Juan County Fire & Rescue	San Juan	Awarded	Stipend	\$25,000.00	
Sheridan	San Miguel	Awarded	Facility Improvement (Addition)		\$500,000.00

FY' 26 GRANT AWARD LIST

DEPARTMENT NAME	COUNTY	APPLICATION STATUS	PROJECT	STIPEND AMOUNT	AMOUNT AWARDED
Corrales	Sandoval	Awarded	Water System		\$500,000.00
Cuba	Sandoval	Awarded	Stipend	\$25,000.00	
Rio Rancho	Sandoval	Awarded	Facility Improvement (Bay Addition)		\$500,000.00
Town of Bernalillo	Sandoval	Awarded	Facility Improvement (Station 2 Grounds Improvement)		\$500,000.00
Santa Fe County Admin	Santa Fe	Awarded	Stipend	\$25,000.00	
Hillsboro	Sierra	Awarded	Apparatus (Class A Engine)		\$599,000.00
Las Palomas	Sierra	Awarded	Apparatus (Class A Engine)		\$600,000.00
Socorro Fire Dept.	Socorro	Awarded	Extrication Equipment		\$144,108.00
Carson	Taos	Awarded	Apparatus (Class A Engine)		\$585,000.00
Taos County	Taos	Awarded	Stipend	\$25,000.00	
Taos Ski Valley	Taos	Awarded	Stipend	\$25,000.00	
Mountainair	Torrance	Awarded	Stipend	\$25,000.00	
Moriarty	Torrance	Awarded	Apparatus (Class A Engine)		\$600,000.00
Des Moines	Union	Awarded	Stipend	\$25,000.00	
Folsom	Union	Awarded	Stipend	\$17,057.14	
Sedan	Union	Awarded	Apparatus (Class A Engine)		\$600,000.00
Bosque Farms	Valencia	Awarded	Stipend	\$25,000.00	
Los Lunas	Valencia	Awarded	Facility Improvement (Station Improvement)		\$500,000.00
Valencia County Fire Dept.	Valencia	Awarded	Apparatus (Class A Engine)		\$600,000.00
				\$459,612.14	\$21,540,387.86



Michelle Lujan Grisham
Governor

Ali Rye
State Director

Major General Miguel Aguilar
Cabinet Secretary

Randy Varela
State Fire Marshal

Regina Chacon
Deputy Cabinet Secretary

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

Tuesday, October 28, 2025

Treasurer:
Grant Co Admin
PO Box 898
Silver City, NM 88062

Remit To:
County of Grant
1400 E Hwy 180
Silver City, NM 88061

Reference: FY 2026 New Mexico Fire Protection Grant Council Notification

Dear Chief:

Congratulations! Your grant application on behalf of Grant County Fire Admin for Stipends has been reviewed, and an award has been granted.

A voucher or ACH deposit, in the amount \$ 25,000.00 for Stipends after approval by this office will be sent to your local governing body Treasurer.

If further information is required, please contact Randy Varela, State Fire Marshal at (505)709-8150.

Sincerely,
Randy Varela
State Fire Marshal

Sincerely,
Mike Cordova
Grant Council Chair



Michelle Lujan Grisham
Governor

Major General Miguel Aguilar
Cabinet Secretary

Regina Chacon
Deputy Cabinet Secretary

Ali Rye
State Director

Randy Varela
State Fire Marshal

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

Tuesday, October 28, 2025

Treasurer:
Tyrone Fire Rescue
PO Box 329
Cliff, NM 88062

Remit to:
County of Grant
1400 E Hwy 180
Silver City, NM 88061

Reference: FY 2026 New Mexico Fire Protection Grant Council Notification

Dear Chief:

Congratulations! Your grant application on behalf of Tyrone Fire Rescue has been reviewed and an award has been granted.

Over 147 grant applications were submitted and over 60 million in needs were considered. The Fire Department has met the minimum requirements and is clearly addressing a critical need affecting the ISO fire protection classification. The equipment purchased with this grant shall meet the requirements of the latest Editions of NFPA.

A voucher or ACH deposit, in the amount of \$600,000.00 for the purchase of the approved project request, will be sent to your local governing body Treasurer, to include \$0.00 for Stipends after approval by this office of the submitted project specifications.

The deadline to encumber the money by contract with the vendor is May 31, 2026. If the bid amount exceeds the awarded amount plus the required matching amount, the additional cost shall be the responsibility of the local government. If the specified equipment may be purchased for less than the grant amount, the remaining money shall be returned to the grant fund. All equipment purchased with grant funds must be inspected by this office upon receipt and the attached Project Close-Out Checklist completed and submitted immediately thereafter.

Failure to meet deadlines will result in the loss of funds. If you need additional time to complete your project, your request for an extension must be made in writing, explaining the need for additional time. Grant recipients also need the Council's written permission to make changes to their projects. Project

Michelle Lujan Grisham
Governor

Major General Miguel Aguilar
Cabinet Secretary

Regina Chacon
Deputy Cabinet Secretary



Ali Rye
State Director

Randy Varela
State Fire Marshal

DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT

modifications must be requested in writing, and the modification shall not significantly alter the original purpose of the approved application. Extension and modification requests are reviewed on a case-by-case basis and are not automatically granted.

If further information is required, please contact Randy Varela, State Fire Marshal at (505)709-8150.

Sincerely,
Randy Varela
State Fire Marshal

Sincerely,
Mike Cordova
Grant Council Chair

FY26 NEW MEXICO FIRE PROTECTION GRANT AWARD PROJECT CLOSEOUT CHECKLIST

Part 1

Upon completion of the funded project, this checklist must be submitted to the State Fire Marshal's Office, Fire Services Support Bureau.

COUNTY: Grant

FUNDED PROJECT: Apparatus

EQUIPMENT FUNDED: Pumper Tender

AMOUNT AWARDED: \$600,000.00

PROJECT CHECKLIST

Benchmark	Deadline	Date	Name of SFMO Representative
Project specifications submitted to State Fire Marshal's Office for Review/Approval		Submittal Date	Submitted To:
Approval from SFMO to proceed with project specifications		Approval Date	Approved By:
Funds Encumbered by Procurement Code	May 31, 2026	Encumbrance Date	Encumbrance Method Contract/Purchase Order #
Project Completed		Goods/Services Received Date	
SFMO Inspection		Requested Date	Requested of whom:
Fire Chief		Signature Date	
SFMO Inspection Completed		Inspection Date	By Whom:
SFMO Check of NFIRS Compliance			

Michelle Lujan Grisham
Governor

Major General Miguel Aguilar
Cabinet Secretary

Regina Chacon
Deputy Cabinet Secretary



Ali Rye
State Director

Randy Varela
State Fire Marshal

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

11/26/2025

Roger Groves, Chief
Grant County Fire

Chief Groves,

The policy you submitted on 9/19/2025, for the FY 2026 Grant Stipend has been reviewed and has been approved. The Grant County Fire is authorized to use **FY 2026 Grant Award Stipend Monies for the use provided in the policy.**

“This letter shall serve as approval to expend stipend monies for the cost of the items provided in the stipend policy. The Fire Department currently has an ISO rating of 6 with a minimum yearly Fire Protection Fund Allocation of \$58,585.00.

If there are any changes in the stipend policy, this office must be notified immediately of the changes. If prior approval and authorization are not obtained from this office, the expenditure shall be rendered null and void.

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

If you have any questions about this report, please do not hesitate to contact me at phillip.rodriguez@dhsem.nm.gov or 575-618-0475

Sincerely,

Phillip Rodriguez
Fire Department Inspector



Michelle Lujan Grisham
Governor

Ali Rye
State Director

Major General Miguel Aguilar
Cabinet Secretary

Randy Varela
State Fire Marshal

Regina Chacon
Deputy Cabinet Secretary

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

11/26/2025

Tony Medran, Fire Chief
Tyrone Volunteer Fire Department

Chief Medran ,

The specifications you submitted dated , September 9, 2025, for the purchase Tender-Pumper have been reviewed and are approved. The Fire Department is authorized to use fire protection fund monies for the purchase of the said apparatus. Please be advised that the apparatus **SHALL** comply with **NFPA 1900 Standards for Aircraft Rescue and Firefighting Vehicles, Automotive Fire Apparatus, Wildland Fire Apparatus, and Automotive Ambulances 2024 Edition. Any exceptions made to NFPA requirements will not be approved.**

This letter shall serve as approval to expend fire protection fund monies to finance the cost of Tender. The Tyrone Volunteer Fire Department is currently an ISO rating of 5 with a minimum yearly Fire Protection Fund Allocation of \$308,335.00

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

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

For future references, please be reminded that all purchases shall be accomplished in accordance with the policies and guidelines of your governing body, the provisions of

the Public Purchase Act, and as approved by the New Mexico Department of Finance and Administration.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Phillip Rodriguez

Fire Support Coordinator
NM State Fire Marshal's Office

CC: Derrick Rodriguez, Battalion Chief