

STATE OF NEW MEXICO
DEPARTMENT OF FINANCE AND ADMINISTRATION
LOCAL GOVERNMENT DIVISION
ENHANCED 911 ACT GRANT PROGRAM

GRANT AGREEMENT

Project No. 25-E-12

THIS GRANT AGREEMENT made and entered into by and between the Department of Finance and Administration (DFA) acting through the Local Government Division, Bataan Memorial Building, Suite 202, Santa Fe, New Mexico 87501, hereinafter called the “**Division**”, and the **County of Los Alamos**, hereinafter called the “**Grantee**”, and collectively referred to as the “**Parties**”.

WITNESSETH:

WHEREAS, this Grant Agreement is made by and between the DFA, acting through the Division, and the Grantee, pursuant to the authority in the Enhanced 911 Act, Sections 63-9D-1 *et seq.* NMSA 1978, (hereinafter referred to as the “Act”) as amended, and the Enhanced 911 Rules, Section 10.6.2 NMAC (hereinafter referred to as the “Enhanced 911 Requirements” or “E-911 Rules.”); and

WHEREAS, an enhanced 911 telephone emergency system is necessary to expand the benefits of the basic 911 emergency telephone number, to achieve a faster response time which minimizes the loss of life and property, provides automatic routing to the appropriate public safety answering point (“PSAP”), provides immediate visual display of the location and telephone number of the caller and curtails abuse of the emergency system by documenting callers; and

WHEREAS, this Grant Agreement funds the Public Safety Answering Points (PSAPs) at the County of Los Alamos, which also provides E-911 related services to Los Alamos County, as well as E-911 related reimbursements for travel, training, and Geographic Information Systems (GIS) software and hardware; and

WHEREAS, the Grantee and the Division have the authority, pursuant to the Act, NMSA 1978, Sections 63-9D-1 *et seq.*, and the E-911 Rules, to enter into this Grant Agreement; and

WHEREAS, the Grantee complies with the definition of “Grantee” in Section 10.6.2.7(HH) NMAC, of the E-911 Rules; and

WHEREAS, the Division has the authority, pursuant to NMSA 1978, Section 63-9D-8, to administer the Enhanced 911 fund; and

WHEREAS, on **May 21, 2024**, the State Board of Finance awarded the Grantee **\$402,318** for enhanced 911 services and equipment.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I - LENGTH OF GRANT AGREEMENT

A. Unless terminated earlier pursuant to Article IV herein, the term of this Grant Agreement, upon being duly executed by the Division, shall be from **July 1, 2024**, through **June 30, 2025**.

B. In the event that, due to unusual circumstances, it becomes apparent that this Grant Agreement cannot be brought to full completion within the time period set forth in

Paragraph A above, the Grantee shall so notify the Division in writing at least thirty (30) days prior to the termination date of this Grant Agreement, for the purpose of allowing the Grantee and the Division to review the work accomplished to date and determine whether there is need or sufficient justification to amend this Grant Agreement and to provide additional time for completing the same. The Division's decision whether or not to extend the term of this Grant Agreement is final and non-appealable.

ARTICLE II – REPORTS

A. PSAP Annual Report: No later than June 30th of each year, the Grantee shall submit to the Division a PSAP Annual Report, in the form attached hereto as Exhibit A, as may be changed from time to time upon the Division's written notice to the Grantee. The PSAP Annual Report shall include information described in Section 10.6.2.11.D NMAC, of the E-911 Rules, and any such other information as the Division may request, in sufficient detail to evaluate the effectiveness of the 911 equipment and services provided by the equipment vendor.

B. Federal 911 Resource Center Report: No later than January 30th of each year, the Grantee shall submit to the Division a Federal 911 Resource Center Report, in the form attached hereto as Exhibit B, as may be changed from time to time upon the Division's written notice to the Grantee.

ARTICLE III - CONSIDERATION AND METHOD OF PAYMENT

A. In consideration of the Grantee's satisfactory completion of all work, purchase and maintenance of the equipment and services required to be performed in compliance with all the terms and conditions of this Grant Agreement, the Division shall pay the Grantee a sum not to exceed **\$402,318** from the Enhanced 911 fund in accordance with Article III (D). The funds are to be expended in accordance with the approved Expenditure Budget ("Budget"), attached to and incorporated by reference as Exhibit C, and in accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." It is understood and agreed that the Grantee's expenditure of these monies shall not deviate from the line items of the Budget without the prior written approval of the Division, and the funds shall not be expended for ineligible costs via Section 10.6.2.11(F) NMAC of the E-911 Rules.

B. The funds mentioned in Paragraph A above shall constitute full and complete payment of monies to be received by the Grantee from the Division.

C. It is understood and agreed that if any portion of the funds set forth in Paragraph A above is not expended for the purpose of this Grant Agreement, after all conditions of this Grant Agreement have been satisfied or it has been demonstrated that the conditions of the Grant Agreement, for whatever reason, cannot be satisfied, the unexpended funds shall be reverted by the Division in accordance with the Act and the E-911 Rules.

D. Pursuant to NMSA 1978, Section 63-9D-8, as amended, payments will be made from the Enhanced 911 fund to, or on behalf of, participating local governing bodies or their fiscal agents upon vouchers signed by the director of the Division solely for the purpose of reimbursing local governing bodies or their fiscal agents, commercial mobile radio service providers or telecommunications companies for their costs of providing enhanced 911 service.

E. Payments may be made by the Division as follows: 1) on behalf of the Grantee to telecommunications companies, vendors and equipment providers; or 2) reimbursements to

the Grantee for actual costs or expenditures after the Division receives a completed Request for Payment Form, or an invoice certified correct by the Grantee and/or the Division for the E-911 equipment, equipment maintenance, and upgrades billed by the equipment provider. All purchases made by the Grantee for equipment, equipment maintenance, and upgrades require prior written approval by the Division to be eligible for reimbursement.

F. Payments will not be made to the Grantee for work, equipment, maintenance or services not specified in this Grant Agreement or in violation of or ineligible under the E-911 Rules.

ARTICLE IV - MODIFICATION, TERMINATION AND MERGER

A. Early Termination. Except as provided in Article IV (D) below, this Grant Agreement may be terminated by either Party upon written notice delivered to the other party at least thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Grant Agreement, the Division's sole liability upon termination shall be to pay for eligible budget items purchased prior to the Grantee's receipt of the notice of termination, if the Division is the terminating party, or upon the Grantee sending a notice of termination, if the Grantee is the terminating party. A notice of termination will not nullify or otherwise affect either party's liability for pre-termination defaults under or breaches of this Grant Agreement. The Grantee shall submit an invoice for such eligible budget items within thirty (30) days of receiving or sending the notice of termination. Notwithstanding the foregoing, this Grant Agreement may be terminated immediately upon written notice to the Grantee if the Grantee becomes unable to or fails to perform the terms of this Agreement, as determined by the Division or if, during the term of this Grant Agreement, the Grantee or any of its officers, employees or agents is indicted for fraud, embezzlement or other crime due to misuse of state funds or due to the Appropriations paragraph herein. *THIS PROVISION IS NOT EXCLUSIVE AND DOES NOT WAIVE THE DIVISION'S OTHER LEGAL RIGHTS AND REMEDIES CAUSED BY THE GRANTEE'S DEFAULT/BREACH OF THIS GRANT AGREEMENT, INCLUDING BUT NOT LIMITED TO, RETURN OF MISSPENT GRANT FUNDS BY THE GRANTEE TO THE DIVISION.*

B. Termination Management. Immediately upon receipt by either the Division or the Grantee of a notice of termination of this Grant Agreement, the Grantee shall: 1) not incur any further obligations for expenditure of funds under this Grant Agreement without written approval of the Division; and 2) comply with all directives issued by the Division in the notice of termination as to the performance under this Grant Agreement.

C. This Grant Agreement incorporates all agreements, covenants and understandings between the parties concerning the subject matter of this Grant Agreement and all such agreements, covenants and understandings have been merged into this written Grant Agreement. No prior agreements, covenants, or understandings oral or otherwise, of the parties or their agents shall be valid and enforceable unless embodied in this Grant Agreement.

D. The terms of this Grant Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of the Grant Agreement. If sufficient appropriations and authorizations are not made by the Legislature, the Division may *immediately* terminate this Grant Agreement, in whole or in part, regardless of any existing legally binding third-party contracts entered into by or between the Grantee and a third party, by giving the Grantee written notice of such immediate early termination. The Division's decision as to whether sufficient appropriations are available shall be final and non-appealable. The Grantee shall include a substantively identical clause in all contracts between it and third parties that are (i) funded in whole or in

part by funds made available under this Grant Agreement and (ii) entered into between the effective date of this Grant Agreement and the termination date or early termination date.

ARTICLE V - CERTIFICATION

The Grantee assures and certifies that it will comply with all state laws, the E-911 Rules, and all other laws, rules, policies and procedures with respect to the acceptance and use of State funds. Further and without limiting the foregoing, the Grantee gives assurances and certifies with respect to the Grant that:

- A. It will comply with the New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199.
- B. It will adhere to all financial and accounting requirements of the DFA.
- C. It will comply with all requirements set forth in the Act and prescribed by the Division in its E-911 Rules, or other guidelines and procedures in relation to receipt and use of State Enhanced 911 Grant Funds.
- D. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Grant Agreement for other than the uses specified, without the prior written approval of the Division.
- E. It will comply with NMSA 1978, Section 63-9D-4D and provide GIS addressing and digital mapping data to the appropriate PSAP and to the Division.
- F. It accepts responsibility for coordinating and providing accurately maintained GIS addressing, road centerline, boundary and other data in the service area to the Division per Section 10.6.2 NMAC. This information will be compliant with the statewide dataset used by the local PSAPs.
- G. It agrees and acknowledges that all GIS data provided to the Division's statewide dataset in support of the E-911 program is public data and shall be shared with other governmental agencies.
- H. It will finance any amount exceeding the approved funding for the 911 equipment costs.
- I. It will not make any changes in the E-911 system configuration without first submitting a written request to the Division and obtaining the Division's written approval of the proposed change(s).
- J. It will provide to the Division documentation of total insurance coverage for all hardware and software and other equipment purchased with E-911 funds. Insurance should, at a minimum, cover non-routine maintenance defects including, but not limited to, all acts of God, floods, fire, lightning strikes and water damage.
- K. It will provide all the necessary qualified personnel, material, and facilities to run the E-911 PSAP.
- L. It will submit all project related contracts, subcontracts, and agreements to the Division for administrative review and approval prior to execution for compliance with the E-911 program requirements and not for legal sufficiency. Amendments to existing contracts also must be submitted to the Division for review and approval prior to execution.

M. It will comply with the PSAP consolidation requirement pursuant to Section 10.6.2.15 NMAC of the E-911 Rules.

ARTICLE VI - RETENTION OF RECORDS

The Grantee shall keep and preserve such records as will fully disclose the amount and disposition of the total funds from all sources budgeted for a period of six (6) years from the termination of the Grant Agreement, the purpose of undertaking for which such funds were used, the amount and nature of all contributions from other sources, and such other records as the Division shall prescribe.

ARTICLE VII – REQUIRED TERMINATION CLAUSE IN CONTRACTS FUNDED IN WHOLE OR PART BY FUNDS MADE AVAILABLE UNDER THIS GRANT AGREEMENT

A. The Grantee shall include the following or a substantially similar termination clause in all contracts that are (i) funded in whole or in part by funds made available under this Grant Agreement and (ii) entered into after the effective date of this Grant Agreement:

“This contract is funded in whole or in part by funds made available under a Department of Finance and Administration, Local Government Division (Division) Grant Agreement. Should the Division or the [insert name of Grantee] terminate the Grant Agreement, the [insert name of Grantee] may terminate this contract by providing the Contractor written notice of the termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the Grantee’s only liability shall be to pay the Contractor for acceptable goods/equipment and/or services delivered and accepted prior to the termination date.”

ARTICLE VIII - REPRESENTATIVES

A. The Grantee hereby designates the person listed below as the official Grantee representative responsible for the overall supervision of this Grant Agreement:

Name: **Kate Stoddard**
Title: **PSAP Manager**
Address: **2500 Trinity Drive**
Los Alamos, NM 87544

Phone: **505-661-3435**
Fax: **505-661-3434**
Email: **Katherine.stoddard@lacnm.us**

B. The Division designates the person listed below responsible for the overall administration of this Grant Agreement, including compliance and monitoring of the Grantee:

Name: Stephen Weinkauf, or his successor
Title: E-911 Bureau Chief
Address: Department of Finance and Administration
Local Government Division
Bataan Memorial Building, Suite 202
Santa Fe, New Mexico 87501

Phone: 505-660-3637
Fax: 505-827-4948
Email: Stephen.Weinkauf@dfa.nm.gov

IN WITNESS WHEREOF, the Grantee and the Division do hereby execute this Grant Agreement.

THIS GRANT AGREEMENT has been approved by:

GRANTEE

Authorized Signatory

Date

(Printed Name)

(Title, Organization)

DEPARTMENT OF FINANCE AND ADMINISTRATION, LOCAL GOVERNMENT DIVISION

By: _____
Jeannette Gallegos, Acting Local Government Division Director

Date

Exhibit A

PSAP Annual Report
DUE JUNE 30th, 2025

Please complete the PSAP Annual Report on-line at: [PSAP Annual Report Form](https://forms.office.com/g/quBeLQHYZD). Or copy and paste this link into your browser: <https://forms.office.com/g/quBeLQHYZD>

Please submit the following documents by email to 911 Program Managers in one email when submitting this Annual Report: JPA and MOU Agreements, Established Procedures to handle calls from Speech and Hearing Impaired Individuals, Established Procedure for handling abandoned or silent 911 calls, PSAP Insurance Provider and Liability Insurance, DPS Acadis Roster, 911 Call Transfers and Procedures which includes no transfer policies, MOU or Release of Liability

(SAMPLE)

Section 10.6.2.11 D(8)	
Section	PSAP Input
PSAP Name:	
FCC ID#	
Primary or Secondary PSAP?	
10-digit administrative number(s):	
Your name and title:	
Your email address:	
Your phone number:	
Physical Address of PSAP (NO PO Box):	
PSAP Manager/Deputy Director: Name, phone, email	
PSAP Training Officer: Name, phone, email	
MSAG Coordinator: Name, phone, email	
GIS Representative: Name, phone, email	
PSAP Fiscal Agent: Name, phone, email	
Current JPA and MOU agreements in place	
Does your center have back up cell phones?	
• How many back up cell phones?	
• Who is the carrier?	
• List the numbers?	
Does your center utilize EMD/EFD?	
Does your center have QA's?	

Section 10.6.2.11 D(8)	
Section	PSAP Input
EMS Director: Name, phone, email	
Does your PSAP have certified IT staff?	
Do they have an ECC/PSAP cyber security plan?	
IT: Name, phone, email	
Number of 911 Call System Positions:	
Number of Radio Dispatch Positions:	
MIS System: Make, Model, Version	
Mapping Server: Make, Model, Version	
911 Call Handling System: Make, Model, Version	
Radio System: Make, Model, Version	
CAD System:	
CAD System: Model and Software Version	
Logging Recorder:	
Logging Recorder: Model and Version	
UPS (for 911 Equipment):	
Back-up Generator:	
Number and type of dedicated CAMA/911 circuits. Wireline/Wireless:	
Interpretive Service Provider:	
List Back Up PSAPS:	
Minimum Staff on Duty:	
# of Certified telecommunicators:	
Hourly Rate for non-certified new hire?	
Hourly Rate for certified telecommunicators?	
How many months in FY24 were you fully staffed?	
Scheduled 40 or 48 hour weeks?	
Average OT weekly?	
What equipment is in need of upgrades? If none, N/A	
Did your PSAP request reimbursements in FY24 for training and/or travel?	
Did your PSAP request reimbursements in FY24 for GIS software or hardware?	
Who processes your reimbursements? Name, phone, email	
Does your PSAP transfer 911 calls to a 10-digit non-emergency number? If yes, what types of calls?	
Is there an MOU or Release of Liability in place?	
Does your PSAP transfer 911 calls to an OUT OF STATE 10-digit number?	
Outage Contact Info (24x7): Name, phone, email	

Section 10.6.2.11 D(8)	
Section	PSAP Input
10-digit 24x7 emergency number:	
1-800- emergency number:	
911 Authority Name or Escalation Contact: Name, phone, email	
Special Instructions for contacting PSAP in case of service outage?	
DHESM requested information:	
PSAP Capabilities: Wireless, Phase I or II, NG911 at 4 levels:	
List ALL NLETS/NCIC ORI's at your PSAP	
Mobile Data System: Make, model, version	
CAD to CAD?	
CAD to CAD Interface Name?	
Fax Number:	
Upload and attach the following when submitting the PSAP Annual Report:	
<ul style="list-style-type: none"> • JPA and MOU Agreements 	
<ul style="list-style-type: none"> • Established Procedures to handle calls from Speech and Hearing Impaired Individuals 	
<ul style="list-style-type: none"> • Established Procedure for handling abandoned or silent 911 calls 	
<ul style="list-style-type: none"> • PSAP Insurance Provider and Liability Insurance 	
<ul style="list-style-type: none"> • DPS Acadis Roster 	
<ul style="list-style-type: none"> • 911 Call Transfers and Procedures which includes no transfer policies 	
<ul style="list-style-type: none"> • MOU or Release of Liability for 911 Transfers 	

Exhibit B

Federal 911 Resource Center Report
DUE JANUARY 30th, 2025

Call Types	Annual Total of Calls from January 1 through December 31, 2024
Wireline	
Wireless	
Voice over Internet Protocol (VoIP)	
Multiline Telephone System (MLTS)	
Telematics	
Other	
Total of All Call Types	

New Mexico E-911 Program Grant
Local Government Division
Department of Finance and Administration

Exhibit C

Grantee:	County of Los Alamos	Grant Award:	402,318
Address:	2500 Trinity Drive	Project Number:	25-E-12
	Los Alamos, New Mexico 88	Grant Period:	July 1, 2024 - June 30, 2025
Telephone:	(505) 662-8222		
Number of Funded PSAP Positions:		8	

Budget Line Items		Total Authorized Budget
Capital		
E-911 Equipment Upgrades		\$94,711
NextGen 9-1-1 ESInet & NGCS		71,733
Dispatch Software		
Recorder		
UPS/Generator		
Capital Subtotal		166,444
Recurring Network/Managed Services		
E-911 Voice Network		40,660
Data Network		1,500
NextGen 9-1-1 ESInet		8,043
NextGen 9-1-1 NGCS		17,052
Wireless Cost Recovery		-
Recurring Network/Circuit Subtotal		67,255
Recurring Maintenance		
System Maintenance		139,951
Recurring Maintenance Subtotal		139,951
Services/Training		
911 Related Training		9,000
911 Related GIS		2,000
911 Consulting Services		3,087
GIS Consulting Services		11,430
Interpretive Services		750
Minor Equipment		2,400
Services/Training Subtotal		28,667
TOTAL		402,318