

**STATE OF NEW MEXICO
LOCAL GOVERNMENT DIVISION
NM911 BUREAU**

**E-911 GRANT AGREEMENT
27-E-12**

This Grant Agreement ("**Agreement**") is made and entered into by and between the State of New Mexico, Department of Finance and Administration ("**Department**" or "**DFA**"), on behalf of its Local Government Division ("**Division**") and Incorporated County of Los Alamos ("**Grantee**") (individually "**Party**" and collectively "**Parties**"). This Agreement shall be effective as of the date the Department executes it ("**Effective Date**").

WITNESSETH

WHEREAS, pursuant to the Enhanced 911 Act, Sections 63-9D-1 et seq. NMSA 1978, as amended ("**Act**") and the Enhanced 911 Rules, Section 10.6.2 NMAC ("**Regulations**"), the Department is authorized to make grants to local governments for their enhanced 911 system from the Enhanced 911 Fund ("**Fund**");

WHEREAS, the purpose of the Act is to further the public interest and protect the public safety, health and welfare of the people of New Mexico by enabling the development, installation and operation of enhanced 911 emergency reporting systems to be operated under shared state and local governmental management and control;

WHEREAS, a local governing body or a consortium of local governing bodies may incur costs for the purchase, lease, installation or maintenance of enhanced 911 equipment and training necessary for the establishment of an enhanced 911 system and may pay such costs through disbursements from the Fund only if the local governing body has employed properly trained staff in its public safety answering point pursuant to the Public Safety Telecommunicator Training Act [29-7C-1 to 29-7C-9 NMSA 1978]; and

WHEREAS, on or about June 16, 2026, the State Board of Finance awarded the Grantee Seven Hundred Fifty-Seven Thousand One Hundred Seventy-Nine Dollars to support their enhanced 911 services and equipment ("**Program**"); and

NOW, THEREFORE, the Parties mutually agree as follows:

A. Grantee agrees that it will implement, in all respects, the activities outlined in its Program Description, attached hereto as **Exhibit "A"** and incorporated herein by reference.

ARTICLE I - SCOPE OF WORK

B. Grantee agrees to make no change to the Program Description as defined herein without first submitting a written request to the Department and obtaining the Department's written approval of the proposed change.

ARTICLE II - LENGTH OF GRANT AGREEMENT

A. The term of this Agreement shall become effective July 1, 2026, and will terminate on June 30, 2027.

ARTICLE III - REPORTS

A. Federal 911 Resource Center Report:

- a. Grantee shall submit one copy of the Federal 911 Resource Center Report for the Program to the Department in the format attached hereto as **Exhibit "B,"**. This requirement shall survive the termination of this Agreement.
- b. The Federal 911 Resource Center Report shall be submitted no later than January 30th of each year.

B. PSAP Annual Report:

- a. Grantee shall submit one copy of the PSAP Annual Report, in the format provided by the Division, for the Program to the Department. The Annual Report shall include information described in Section 10.6.2.1.D. NMAC as well as the relevant data from the Program and other information requested by the Department in the format provided by the Department. This requirement shall survive the termination of this Agreement.
- b. The Annual Report shall be submitted no later June 30th.

C. Evaluation:

- a. Grantee agrees to systematically collect, analyze, and use data to evaluate programs, initiatives, and policies by examining both the process and outcomes to determine their effectiveness. Grantee agrees to review and update the existing evaluation plan regularly throughout the fiscal year.
- b. Grantee agrees that data entered into a database or other wise provided to the Department, is complete, accurate, and allows the Department's designated evaluation contractor to develop and implement an evaluation system and/or to provide relevant reports derived from the available data.
- c. To adequately evaluate the progress of the Program statewide, Grantee shall provide, within thirty (30) days, upon request of the Department's evaluator(s), information and access to program records and records of contractors working for Grantee.

ARTICLE IV - CONSIDERATION AND METHOD OF PAYMENT

- A. In consideration of Grantee's satisfactory completion of all work and services required to be performed under the terms of this Agreement, and in compliance with all other Agreement requirements herein stated, the Department shall pay Grantee a sum not to exceed Seven Hundred Fifty-Seven Thousand One Hundred Seventy-Nine Dollars . The funds are to be expended in accordance with the proposed budget attached hereto as "**Exhibits C,**" incorporated herein by reference, the Act, and in

accordance with Section 10.6.2.11 NMAC of the E-911 Rules, "PSAP Equipment, Acquisition, and Disbursement of Funds." The Parties agree that the Grantee's expenditure of these monies shall not deviate from the line items or amounts of the budget without the prior written approval of the Department and the funds shall not be expended for ineligible costs as described in Section 10.6.2.11(F) NMAC of the E-911 Rules.

- B. It is understood and agreed that if any portion of the funds set forth in Article IV, Paragraph (A), are not expended at the completion of this Agreement for the purpose(s) designated in this Agreement, shall revert to the Department for disposition or return to the Fund.
- C. Payments will be made on a reimbursement of actual cost basis upon receipt by the Department of the following completed forms:
 - a. Request for Payment Form, attached hereto as **Exhibit "D."**
 - b. A detailed breakdown by budget line-item form, attached hereto as **Exhibit "C."**
 - c. All purchases funded under this Agreement require prior written approval from DFA to be eligible for reimbursement.
- D. Pursuant to NMSA 1978, Section 63-9D-8(D), 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 and communication service providers 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, Exhibit C, or in violation of or ineligible under the Act or E-911 Rules.

ARTICLE V - MODIFICATION AND TERMINATION

- A. The Department, upon written notice to Grantee, shall have the unilateral right to immediately terminate this Agreement if, in the judgment of the Department, the provisions of this Agreement are violated or the activities described in the Program Description do not progress satisfactorily. In this regard, the Department may demand a refund of all or part of the funds dispersed to Grantee.

- B. The Parties may modify any terms and conditions of this Agreement by mutual agreement confirmed in writing with the same formalities for execution as this Agreement.
- C. Early Termination for Convenience: Except as provided in Article X and subparagraph A above, either Party may terminate this Agreement by providing the other Party with a minimum of thirty (30) days' advance written notice of the termination.
- D. Liability in the Event of Early Termination: In the event of early termination of this Agreement by either party, the Department's sole liability shall be to reimburse Grantee in accordance with this Grant Agreement for qualifying expenditures that were:
 - a. Incurred pursuant to a legally binding agreement entered into by Grantee before Grantee's receipt of the Department's notice of early termination or the issuance by the Grantee of a notice of early termination;
 - b. Incurred on or before the termination date in the notice of early termination;
 - c. For permissible purposes under this Agreement's Program Description and procured and executed in accordance with applicable law; and
 - d. The subject of a Request for Payment Form properly and timely submitted in accordance with Article IV of this Agreement.

ARTICLE VI – REPRESENTATIONS AND WARRANTIES

Grantee hereby represents and warrants that it will comply with all State laws, regulations, policies, guidelines, and requirements with respect to the acceptance and use of State funds. Also, Grantee certifies that:

- A. It has the legal authority to receive and expend the funds as described in the Program Description.
- B. It shall meet all requirements of the Act, the Regulations, and all other New Mexico State laws and regulations as they pertain to all activity conducted under this Agreement and provide the Department with verification thereof.
- C. It shall finance all costs of the Program, including all Program overruns.
- D. Every facility, program, or other provider with which it contracts to perform the activities that are subject to this Agreement shall, at all times, comply with all applicable State and federal laws and regulations and any licensure requirements governing treatment facilities, programs, or providers. All Contracts shall contain the following provisions:
 - a. "The Contractor agrees to comply, at all times, with all applicable State and federal laws and regulations and any licensure requirements governing its program and facility."

- b. The Grantee agrees it shall be solely liable for the failure of any of its providers to meet and comply with all applicable State and federal laws and licensure requirements governing the treatment provider or the program.
- E. It shall comply with the State Procurement Code, Sections 13-1-28 through 13-1-199, NMSA 1978.
- F. All professional services, activities, or programs will be implemented through a professional service contract. Grantee will submit all Program-related contracts and agreements to the Department for review and approval prior to execution. Amendments to existing contracts will be submitted to the Department for review and approval prior to execution.
 - a. Without limiting the foregoing, Grantee shall be required to complete a request-for-proposal (RFP) for contracts over sixty thousand dollars (\$60,000); provided, however, that if Grantee's governing body's guidelines have more stringent requirements, the Grantee's governing body's guidelines must be followed.
 - b. Sole Source contracts can be utilized if written justification is provided, confirming that the organization is the only one in the area that can provide services uniquely and substantially related to the intended purpose of the contract. Grantee shall submit written documentation describing the reason(s) for sole source contracting to the Department prior to entering into the contract. Grantee shall adhere to all applicable provisions and requirements outlined in the State Procurement Code.
- G. It will adhere to all Department financial and accounting requirements, including the State's Model Accounting Practices, as amended from time to time.
- H. It will comply with all applicable conditions and requirements prescribed by the Department regarding the receipt of Program funds.
- I. It shall not at any time utilize or convert any equipment or property acquired or developed pursuant to this Agreement for any use other than those specified in the scope of work as defined in the Agreement without the prior approval of the Department.
- J. No member, officer, employee, or family member(s) of the Grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract, or the process thereof, for work to be performed in connection with the program assisted under the grant, and the Grantee shall incorporate, in all such contracts, a provision prohibiting such interest pursuant to the purposes of this certification.
 - a. 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 the

State, any agency, or body in connection with the awarding of any Third Party Obligation.

- i. Grantee will require certifying language prohibiting lobbying to be included in the award documents for all subawards, including subcontracts, loans, and cooperative agreements.
- K. It will comply with all applicable federal requirements and regulations.

The representations and warranties made by Grantee shall survive the Early Termination or expiration of this Agreement.

ARTICLE VII - RETENTION OF RECORDS

- A. Accountability: Grantee shall be strictly accountable for receipts and disbursements relating to this Agreement. Grantee shall follow generally accepted accounting principles, the State's model accounting principles, § 6-6-2 NMSA 1978, and, if feasible, maintain a separate bank account or fund with a separate organizational code to ensure separate budgeting and accounting of the funds.
- B. Record Retention: For six (6) years following the Program's completion ("**Record Retention Period**"), 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 funds from all sources budgeted for the Program, the purpose for which such funds were used, and such other records as the Department may prescribe.
 - a. All Program records must adhere to the New Mexico State Records Center and Archives Rule for Functional Retention and Disposition Schedule, 1.21.2 NMAC.
- C. Grantee shall make all Program records available to the Department, the Department's Independent Public Accountant, and the New Mexico State Auditor upon request. With respect to the funds that are the subject of this Agreement, if the State Auditor or the Department finds any funds were improperly expended, Grantee shall be required to reimburse the State all amounts found to be improperly expended plus interest in accordance with Article IX below.

ARTICLE VIII - REPRESENTATIVES

- A. Grantee hereby designates the person listed below as the official Grantee Representative responsible for overall supervision of the approved Program:
 - a. Name: Kate Stoddard
 - b. Title: PSAP Manager
 - c. Address: 2500 Trinity Drive Los Alamos, NM 87544
 - d. Phone: (505) 662 8222
 - e. Email: Katherine.stoddard@losalamosnm.gov

B. The Department designates the person listed below as its Program Manager, responsible for the overall administration of this Agreement, including compliance and monitoring of Grantee:

- a. Name: Nicholas Losito
- b. Title: NM911 Senior Program Coordinator
- c. Address: 407 Galisteo St, Santa Fe, NM 87501
- d. Phone: (505) 396-0082
- e. Email: Nicholas.Losito@dfa.nm.gov

ARTICLE IX – IMPROPERLY REIMBURSED FUNDS

If the Department determines part or all of the funds reimbursed under this Agreement were improperly requested by Grantee, including but not limited to reimbursements based upon fraud, mismanagement, misrepresentation, misuse, or violation of law by the Grantee, after ten (10) days' notice to Grantee and the opportunity to return such funds to the Department, the Department may offset any funds due to Grantee from the State, until the improperly reimbursed funds are fully repaid.

ARTICLE X – SCOPE OF AGREEMENT

This Agreement constitutes the entire and exclusive agreement between the Parties concerning the subject matter hereof. The Agreement supersedes all prior or contemporaneous agreements, understandings, discussions, communications, and representations, written or verbal.

ARTICLE XII – LIABILITY

Neither Party shall be responsible for liability incurred as a result of the other Party's acts or omissions in connection with this Agreement. Any liability incurred in connection with this Agreement is subject to immunities and limitations of the New Mexico Tort Claims Act.

ARTICLE XIII – SPECIAL CONDITIONS

- A. Pursuant to § 63-9D-4(A) of the Act, the Division may pay Grantee costs through disbursements from the Fund only if the local governing body has employed properly trained staff in its public safety answering point pursuant to the Public Safety Telecommunicator Training Act [29-7C-1 to 29-7C-9 NMSA 1978. Grantee agrees to submit reporting sufficient to establish the qualifications of their PSAP staff prior to disbursement of grant funds.

ARTICLE XIV – APPROPRIATIONS

The terms and conditions of this Agreement are contingent upon the New Mexico Legislature making sufficient appropriations and authorization for the performance of this Agreement. If the Legislature fails to make sufficient appropriations and authorizations, the Department may immediately terminate this 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 providing the Grantee with written notice of such early termination. Grantee shall accept the Department's decision as to whether sufficient appropriations are

available, which shall be final and non-appealable. Grantee shall include a substantively identical clause in all contracts between the Grantee and third parties that are (i) funded in whole or part by funds made available under this Agreement and (ii) entered into between the effective date of this Agreement and the Termination Date or early termination date.

ARTICLE XV – REQUIRED TERMINATION CLAUSE

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

- A. "This contract is funded in whole or in part by funds made available under a State of New Mexico (State) grant agreement. If the State terminates the grant agreement, the [insert Grantee name] may terminate this contract by providing the contractor written notice of such termination in accordance with the notice provisions in this contract. In the event of termination pursuant to this paragraph, the [insert Grantee name] only liability shall be to pay the contractor for acceptable goods and/or services delivered and accepted prior to the termination date".

ARTICLE XV: GENERAL PROVISIONS

- A. Assignment: Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior written consent of the Department. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the Department shall be subject to the provisions of this Agreement.
- B. Binding Effect: Except as otherwise provided, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.
- C. Authority: Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.
- D. Captions and References: The captions and headings in this Agreement are for the convenience of reference only and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits, or other attachments are references to sections, subsections, exhibits, or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.
- E. Counterparts: This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute the same agreement.
- F. Digital Signatures: If any signatory signs this agreement using a digital signature in accordance with the State Policies regarding the use of digital signatures, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

- G. Modification: Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment, properly executed, and approved in accordance with applicable New Mexico law and State fiscal policies and rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the State.
- H. Statutes, Regulations, Fiscal Rules, and Other Authority: Any reference in this Agreement to a statute, regulation, policy, or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended after the Effective Date of this Agreement.
- I. External Terms and Conditions: Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on the Grantee's or a subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.
- J. Severability: The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with its intent.
- K. Survival of Certain Agreement Terms: Any provision of this Agreement that imposes an obligation on a Party after the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.
- L. Third Party Beneficiaries: Except for the Parties' respective successors and assigns described in this Agreement, it does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits that third parties receive as a result of this Agreement are incidental to this Agreement and do not create any rights for such third parties.
- M. Waiver: A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.
- N. Standard and Manner of Performance: Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill, and diligence in Grantee's industry, trade, or profession.
- O. Licenses, Permits, and Other Authorizations: Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement and shall ensure that all employees, agents, and subcontractors secure and maintain at all times during the term of their employment, agency or subcontractor, all licenses, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

- P. Venue and Choice of Law: This Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico, without regard to any conflict of law provisions. Any legal suit, action, or proceeding arising out of or related to this Agreement shall be instituted exclusively in the district courts located in Santa Fe, New Mexico. The Parties hereby irrevocably submit to the exclusive jurisdiction and venue of such courts in any such suit, action, or proceeding. The Parties waive any objection to the laying of the venue of any such suit, action, or proceeding in the district courts of Santa Fe, New Mexico, and irrevocably waive and agree not to plead or claim in any such court that any such suit, action, or proceeding brought in any such court has been brought in an inconvenient forum.

[SIGNATURE PAGE AND EXHIBITS FOLLOW]

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the Department's date of execution.

APPROVED BY DEPARTMENT:

Division Director: By: _____
Title: _____ Date: _____

Office of Secretary: By: _____
Title: _____ Date: _____

Chief Financial Officer: By: _____
Title: _____ Date: _____

AS TO LEGAL FORM AND SUFFICIENCY

General Counsel's Office, By: _____
Title: _____ Date: _____

APPROVED BY GRANTEE:

Grantee: By: _____
Title: _____ Date: _____

Grantee: By: _____
Title: _____ Date: _____

AS TO LEGAL FORM AND SUFFICIENCY

Grantee: By: _____
Legal Counsel Title: _____ Date: _____

EXHIBIT A

Program Description

This Exhibit A ("Scope of Work") is incorporated into and made part of the E-911 Grant Agreement between The Department ("Grantor") and Fiscal Agent ("Grantee").

Purpose

The purpose of this Grant is to provide funding to support the operation and sustainability of the Public Safety Answering Point(s) ("PSAPs") operated by the Grantee at the City/County of [Primary City/County], which also provides Enhanced 9-1-1 ("E-911") related services to the City/County of [Secondary City/County, if applicable]. Grant funds shall be used to ensure reliable, efficient, and compliant emergency communications services for the residents, visitors, and public safety agencies served.

Scope of Work Overview

The Grantee shall use Grant funds exclusively to support E-911 related operations, maintenance, and pre-approved reimbursable expenses necessary for the continued delivery of emergency call handling and dispatch services. Activities funded under this Grant must align with Enhanced 911 Act, Sections 63-9D-1 et seq. NMSA 1978, program rules (NMAC 10.6.2), and approved budgets.

EXHIBIT B

Federal 911 Resource Center Report

Call Stats

DUE JANUARY 30th, 2027

Please complete the PSAP Annual Report on-line at: [FY27 Exhibit B Call Stats](https://forms.office.com/g/ezdPCUg4wA) or copy and paste this link into your browser: <https://forms.office.com/g/ezdPCUg4wA>

Call Types	Annual Total of Calls from January 1 through December 31, 2026
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:	Incorporated County of Los Alamos	Grant Award:	757,179
Address:	2500 Trinity Drive Los Alamos, New Mexico 88	Project Number:	27-E-12
Telephone:	(505) 662-8222	Grant Period:	July 1, 2026 - June 30, 2027
Number of Funded PSAP Positions:		8	

Budget Line Items		Total Authorized Budget
Capital		
E-911 Equipment Upgrades		
NextGen 9-1-1 ESInet & NGCS		43,752
Dispatch Software		
Recorder		171,493
UPS/Generator		
Capital Subtotal		215,245
Recurring Network/Managed Services		
E-911 Voice Network		
Data Network		1,500
NextGen 9-1-1 ESInet		38,337
NextGen 9-1-1 NGCS		59,662
Wireless Cost Recovery		-
Recurring Network/Circuit Subtotal		99,499
Recurring Maintenance		
Dispatch Software		-
CHE System Maintenance		138,007
CAD System Maintenance		263,760
Recurring Maintenance Subtotal		401,767
Services/Training		
911 Related Training		9,000
911 Related GIS		2,000
911 Consulting Services		6,973
GIS Consulting Services		16,895
Interpretive Services		800
Minor Equipment		5,000
Services/Training Subtotal		40,668
TOTAL		757,179

**STATE OF NEW MEXICO
GRANT APPROPRIATION
Request for Payment Form
Exhibit D**

I. Grantee Information (Must match your DFA Substitute W-9 Form)

A. Grantee: _____
 B. Address: _____
 (Complete Mailing, including Suite, if applicable)

 City, State, Zip _____
 C. Contact Name/Phone #: _____
 D. Grant No: _____
 E. Project Title: _____
 F. Grant Expiration Date: _____

II. Payment Computation

A. Payment Request No. _____
 B. Grant Amount: \$ 0.00
 C. AIPP Amount (If Applicable): \$ 0.00
 D. Funds Requested to Date: \$ 0.00
 E. Amount Requested this Payment: _____
 F. Reversion Amount (if applicable): \$ 0.00
 G. Grant Balance: \$ 0.00
 H. ☐ Final Request for Payment (if applicable)

III. Fiscal Year : 2026/July 1, 2025-June 30, 2026

(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

IV. Certifications

- ☐ I hereby certify that all conditions and requirements for Payments outlined in the Agreement have been met, including but not limited to:
 a. Submission and approval of a Project Budget as per Article IV, Section A of the Agreement.
 b. Compliance with the Project Budget and expenditure of funds in accordance with the State Procurement Code and the State's Model Accounting Practices.
 c. Submission of supporting documentation as required by the Agreement.
 d. Maintenance of all necessary records and documentation as stipulated in the Agreement.
- ☐ I attest that the information provided is correct; expenditures are properly documented and valid or actual receipts, and that the activity fully complies with Article IX, Sec. 14 of the New Mexico Constitution, known as the "anti-donation" clause.
- ☐ I hereby certify that all representations and warranties made in the Agreement remain true, accurate, and complete as of the date of this request, and will continue to be so throughout the term of the Agreement. I acknowledge that these representations and warranties are a material inducement for the Department to approve this pay request.

 Grantee Fiscal Officer or Fiscal Agent (if applicable)

 Grantee Representative

 Printed Name

 Printed Name

 Date:

 Date:

(State Agency Use Only)

Vendor Code: _____ Fund No.: _____ PO # _____ Loc No.: _____

I certify that the State Agency financial and vendor file information agree with the above submitted information.

 ASD Officer

 Date

 Division Grant Manager

 Date