

# APPLICATION PACKET

## Cooperative Fire Assistance through support from the USDA Forest Service

### Volunteer Fire Assistance Application Guidelines

#### I. General Description

The State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division (Division) is seeking Applications (Exhibit 1) for the Volunteer Fire Assistance Program (VFA). This VFA grant is provided through emergency funds made available by the U.S. Department of Agriculture, Forest Service (Forest Service) to protect communities from catastrophic wildland fire. Grant funding focuses primarily on wildland fire objectives including: 1) equipping rural fire departments with wildland fire equipment; 2) organizing rural fire departments for wildland fire response; and 3) wildland fire prevention. Structural firefighting objectives are a lower priority, but EMNRD may consider them if benefit from these projects will carry over into wildland objectives.

EMNRD will give higher priority to projects that enhance local governmental entities' capabilities to safely respond to and manage wildland fires in medium/high risk areas (as identified in the New Mexico Forest Action Plan) through the response of their rural/volunteer fire departments, focusing on the wildland objectives described above. EMNRD may also consider structural fire objectives showcasing a regional benefit, although this will be given a lower priority.

#### II. VFA Eligibility

Eligible Applicants are municipalities, counties, and tribes that service rural communities with less than 10,000 people and who can provide 10% cost-share match. Each Application must include a narrative of the proposed project's wildland objective and how this project will benefit these communities and their ability to respond to wildfires in medium/high risk areas. Applicants who follow the National Incident Management System – Incident Command System (NIMS ICS) in day-to-day operations will receive higher scores.

EMNRD will place a strong emphasis on wildland personal protective equipment and firefighting equipment. Items with an individual cost greater than \$5,000 are considered capital outlay and are not eligible for funding.

All-terrain vehicles and utility-terrain vehicles are NOT eligible for funding.

#### III. VFA Agreements and Cost-Sharing

Each VFA recipient must provide a cost-share of 10 percent. In-kind contributions are accepted by VFA program guidelines at a general rate of \$23.56 per hour. All projects must be completed by December 31, 2022. Federal funds cannot be used as the 10 percent match. VFA recipients are required to use state or local funds for the required match.

#### **IV. Uses of VFA Grant**

VFA funding's primary focus is to strengthen a local government's capability to organize and respond to wildland fire. Examples include:

- projects that provide for the purchase of wildland fire equipment;
- funding fire prevention projects that reduce the number of human caused fires and protect the public. Possible prevention projects include defensible space workshops, development of a debris burning permit system, or adoption of wildland urban-interface ordinances; or
- hiring of a Wildland Fire Coordinator to work with departments to set up wildland fire training, track wildland fire qualifications, and develop interagency agreements such as the New Mexico Resource Mobilization Plan.

The maximum grant amount for equipment projects is \$20,000.00 and the maximum grant amount for prevention and organizational projects is \$24,999.00.

#### **V. Criteria and Contract Award**

The Division shall rate Applications based on the criteria contained in the Eligibility Checklist (Exhibit 2) and Project Application Evaluation form (Exhibit 3). Successful Applicants shall enter into either a Grant Award Agreement (Exhibit 4), or Governmental Services Agreement (Exhibit 5), depending on project type, for the expenditure of the VFA funds.

All Applicants shall also complete the Financial Capability Questionnaire (Exhibit 6), per Office of Management and Budget 2 C.F.R. 200. The Forest Service requires the Division to have each Applicant complete Exhibit 6 to be eligible for funding consideration.

Applications may be funded whole or in part dependent upon the total number of Applications received and the rank of each individual Application.

County and municipal Applicants must be compliant with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as well as federal audit requirements. Tribal Applicants must provide audit documentation equivalent to federal requirements. To assess compliance, the Applicant can check the State Auditor's website to verify if the Applicant's fiscal agent's (county or municipality) audits are available online at <http://www.saonm.org/home> for the three prior fiscal years through the most current audit cycle. County and municipal Applicants whose fiscal agent's audits are not available at the State Auditor's website may be disqualified.

#### **VI. Response Contents and Due Date**

Applicants shall submit the scanned application packet to Robert Brown, EMNRD, Forestry Division Program Coordinator by 5 p.m. MST, Friday, September 30, 2022 via PDF at [robert.brown@state.nm.us](mailto:robert.brown@state.nm.us). Application packets may not be mailed, hand delivered, or faxed. No responses will be accepted after the stated date and time.

**Note: Exhibits 2, 3, 4, 5, 7, and 8 provided as examples only; Applicants do not need to complete or return them at this time.**

**Applicants DO NEED to fill in and return Exhibits 1, 2 and 6.**

Exhibit 7 provides a sample of a thorough project plan narrative and detailed budget. Applicants may want to refer to Exhibit 7 as they complete their project plan narrative and budget.

Exhibit 8 is a sample job description for a wildland fire coordinator. Applicants seeking funding for a wildland fire coordinator may want to refer to this sample job description as they complete their project plan narrative and budget.

**Exhibit 1  
Volunteer Fire Assistance (VFA) Grant Application  
Fiscal Year 2023**

**Note: Please refer to Attachment 1 to this Application**

Fiscal Agent Applicant Name (Municipality, County, or Tribe):	County:	
Fiscal Agent Mailing Address:		
Telephone:	E-mail:	
Fire Department Name:		
Mailing Address:	Contact Person:	
Fire Department Identification Number (FDID):		
Phone Number:	Email Address:	
Fiscal Agent Federal Tax Identification Number:		
Fiscal Agent State Identification Number (CRS):		
Fiscal Agent SAM.gov Entity Unique ID# (EUI) :		
<p>Is your fiscal representative registered at the System for Award Management (SAM)?</p> <p><input type="checkbox"/> Yes (Registrations <i>MUST</i> be updated through the website <b>every year or you become inactive. Please check your status.</b></p> <p><input type="checkbox"/> No (If no, please go to <a href="http://www.sam.gov">www.sam.gov</a> to complete required registration. No assistance can be provided without SAM registration, every year or you become inactive.</p>		
<p>County or municipal Applicant certifies that by signing this Application, county or municipal Applicant is compliant with the requirements of the State Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, as well as federal audit requirements. Tribal Applicants are required to provide audit documentation equivalent to federal requirements. To assess compliance, the Applicant can check the State Auditor's website at <a href="http://www.saonm.org/home">http://www.saonm.org/home</a> to verify if the Applicant's fiscal agent's (county or municipality) audits are available online for Fiscal Years 18, 19, 20, and 21 and check the boxes below for each available audit. If you indicated NO below on any audit, you must submit a copy of that fiscal year's report sent to the State Auditor's Office with this Application. County and municipal Applicants whose fiscal agents' audits are not available at the State Auditor's website may be disqualified.</p>		
Please indicate if the audits for your fiscal agent (county or municipality) are available online at the State of New Mexico Auditor's website.		
<b>Fiscal Year 2018</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>Fiscal Year 2019</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>Fiscal Year 2020</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>Fiscal Year 2021</b>	<input type="checkbox"/> YES	<input type="checkbox"/> NO

GRANT QUALIFIERS				
<b>Grant Amount Requested</b>		\$		
<b>Local Government Match of at least 10%</b>		\$		
<b>Total Project Cost</b>		\$		
<b>Box 1</b> Do any of the items listed in this application have an individual cost of more than \$5,000.00? <input type="checkbox"/> YES <input type="checkbox"/> NO				
<b>Box 2</b> Does the Project Plan Narrative and Budget Proposal list wildland boots or footwear of any kind? <input type="checkbox"/> YES <input type="checkbox"/> NO <b>Footwear is not allowed.</b>				
<b>Box 3</b> Has your fire department been awarded the Volunteer Fire Assistance Grant within the last four years? <input type="checkbox"/> YES <input type="checkbox"/> NO				
<b>Box 4</b> Is your community population under 10,000? (Check one) <input type="checkbox"/> YES (Proceed to item 2 below) <input type="checkbox"/> NO (Applicant may not qualify for VFA) <a href="https://www.census.gov/library/visualizations/interactive/2020-population-and-housing-state-data.html">https://www.census.gov/library/visualizations/interactive/2020-population-and-housing-state-data.html</a>				
<b>Box 5</b> Which category best describes your project? (Check one)				
Training <input type="checkbox"/>	Equipment <input type="checkbox"/>	Organizing <input type="checkbox"/>	Education Prevention <input type="checkbox"/>	Wildland Fire Coordinator <input type="checkbox"/>
<b>Box 6</b> Does the applicant currently have a Joint Powers Agreement (JPA) or Memorandum of Agreement (MOA) with the Energy, Minerals and Natural Resources Department, Forestry Division? (Check One) <input type="checkbox"/> YES <input type="checkbox"/> NO				
<b>Box 7</b> What is your fire department Insurance Services Office (ISO) Classification? Class Choose an item. For how long? Choose an item.				
<b>Box 8</b> Is your fire department in a community considered a Community at Risk (CAR)? (Check one) <input type="checkbox"/> YES <input type="checkbox"/> NO  If so, is your community considered: <input type="checkbox"/> <b>HIGH RISK</b> <input type="checkbox"/> <b>MEDIUM RISK</b> <input type="checkbox"/> <b>LOW RISK</b> <a href="https://www.emnrd.nm.gov/sfd/fire-prevention-programs/community-wildfire-protection-plans-cwpp/">https://www.emnrd.nm.gov/sfd/fire-prevention-programs/community-wildfire-protection-plans-cwpp/</a>				
<b>Box 9</b> Does your fire department use NIMS ICS in day-to-day operations, during trainings and on local wildland fire dispatch? (Check one) <input type="checkbox"/> YES <input type="checkbox"/> NO				

**Box 10** Is your fire department adjacent to federal land?

(Check one)  YES  NO

**If YES, check agency below:**

Bureau of Land Management

National Park Service

Bureau of Reclamation

Fish and Wildlife Service

Bureau of Indian Affairs

USDA Forest Service

**Box 11** Does your fire department initial attack or fight wildland fires on or near federal lands?

(Check one)  YES  NO

**If YES, check agency below:**

Bureau of Land Management

National Park Service

Bureau of Reclamation

Fish and Wildlife Service

Bureau of Indian Affairs

USDA Forest Service

Name of Federal Fire Manager you work with

### TRAINING

**Box 12** How many members on your fire department have completed National Wildfire Coordinating Group (NWCG) wildland fire suppression courses? Choose an item.

Basic Wildland Fire Suppression (S130/S190/I100/L180 and NIMS IS-700) Choose an item.

S131 (Squad Boss), S211 Pump Operations, S212 Chainsaw Choose an item.

Advanced Wildland Fire Suppression (S215 WUI, S219, S230, S231, S290) Choose an item.

### EQUIPMENT

**Box 13** How many brush trucks (Type 3, 4, 5, 6, 7) does your fire department have?

Choose an item.

How many meet NWCG Standards ?

Choose an item.

How many Forestry Division sponsored Federal Excess Personal Property (FEPP) engines?

Choose an item.

### Box 14 Incident Qualification System (IQS) and Personnel

Does your fire department participate in Forestry Division's Resource Mobilization Plan?

YES  NO

Does your fire department use IQS?

YES  NO

How many NWCG Red Carded Qualified Firefighters?	Choose an item.
How many NWCG Red Carded Qualified Engine Bosses?	Choose an item.
Contact the local Forestry Division Office for access to the Incident Qualification System or access website: <a href="https://www.emnrd.nm.gov/sfd/incident-qualification-system-iqs/">https://www.emnrd.nm.gov/sfd/incident-qualification-system-iqs/</a>	

**Box 15 Project Plan Narrative and Budget Proposal**

**Reference Box 6** Describe how the JPA/MOA between the Forestry Division and your local government benefits your fire department. Refer to Exhibit 1, Sample Project Plan Narrative and Budget Proposal.  
Attach additional pages as needed.

**Narrative:**

**Reference Box 8** How is the CWPP being used? Describe fire departments geographic response area, vegetation and fuels, topography, drought impacts, demographics, Wildland Urban Interface (WUI), Communities At Risk (CAR), and other local considerations. MAPS MAY BE SUBMITTED.

<https://www.emnrd.nm.gov/sfd/fire-prevention-programs/community-wildfire-protection-plans-cwpp/>

**Narrative:**

**Reference Box 9** Describe how your fire department uses NIMS ICS in your fire department's day to day operations.

**Narrative:**

**Reference Box 10, 11, 12, 13, and 14** Describe your fire department's needs and challenges regarding fire suppression activities on neighboring federal lands, training, equipment, recruiting and maintaining volunteer firefighters, use of the IQS and issuance of Red Cards for qualified personnel.

**Narrative:**

Describe how this grant will benefit your fire department, community, local mutual aid fire departments, the Forestry Division, and federal cooperators in your area.

**Narrative:**





## OFFICIAL REPRESENTATIVES

The VFA program manager designates the people listed below as the official representatives responsible for overall fiscal and programmatic supervision of the grant and may contact them during the application review process. Please print legibly.

FISCAL REPRESENTATIVE	PROGRAM/DEPARTMENT REPRESENTATIVE
Name:	Name:
Title:	Title:
Mailing Address:	Mailing Address:
Telephone:	Work Telephone:
	Cellular Number:
Fax:	Fax:
Email:	E-mail:
Other Contact Information:	Other Contact Information:

**This application for VFA funding is hereby approved for submittal.**

\_\_\_\_\_

**Signature of Authorized Local Government Representative**

\_\_\_\_\_

**Print Name**

\_\_\_\_\_

**Title**

\_\_\_\_\_

**Date Application Submitted**

**Exhibit 2  
Federal Eligibility Checklist  
Pre-Award  
(EMNRD – Forestry Division Use Only)**

Applicant Name:						Reviewer Name:	
Project Name:						Date:	
Determination:		<input type="checkbox"/> <b>Subrecipient</b>				<input type="checkbox"/> <b>Contractor</b>	
<p>Only applicants who receive a “Yes” answer for each of the items listed below will be considered to receive federal funds in the form of a <b>subaward</b>. Only applicants who receive a “Yes” answer for each of the items listed below with an asterisk will be considered to receive federal funds in the form of a <b>contract</b>.</p>							
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	*The Forestry Division has determined the applicant qualifies as a subrecipient or contractor using the Subrecipient-Contractor Determination Checklist.	
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	The Forestry Division has confirmed the applicant has an active registration in SAM. (Applicant must be registered in SAM and <b>must maintain</b> an active SAM registration annually.)	
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	The Forestry Division has confirmed the applicant has a Unique Entity ID number from the System for Award Management (SAM) and that the applicant’s name matches.	
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	*The Forestry Division has confirmed the applicant is not suspended or debarred using SAM to determine exclusions. (Pursuant to 2 C.F.R. Part 180, provisions restrict Federal awards, subawards, and contracts with certain parties that are debarred, suspended or otherwise excluded from or ineligible for participation in federal programs or activities.	
<input type="checkbox"/>	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>	NA	The Forestry Division has confirmed the applicant is in compliance with federal and state audit requirements. (Applicant must have a Certification, Agreed Upon Procedures or Single Audit on file with OSA and must be in compliance from the three prior fiscal years through the most current audit cycle.)	
						<p><b>Applicants may be acting in both capacities. Use the checklist by determination, answering the questions as they pertain to the potential subaward or contract in question. A contractor will receive an “NA” for checklist questions that do not have an asterisk.</b></p>	

**Exhibit 3**  
**2023 VFA Project Application Evaluation Form**  
**(EMNRD – Forestry Division Use Only)**

Fiscal Agent Applicant Name (Municipality, County, or Tribe):	County:		
Fire Department Name:			
Forestry Division District:			
Reviewer Name:	Reviewer Agency:		
Date:			
<b>Applicant has met Pre-Screen Requirements per Application Boxes 1 through 4?</b>		<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>*Adjustments, if any, made in a timely manner.</b>		<input type="checkbox"/> YES	<input type="checkbox"/> NO
<b>Grant Amount Requested</b>	\$		
<b>Local Government Match of at least 10%</b>	\$		
<b>Total Project Cost</b>	\$		
<b>Box 5 Project Category and Budget Proposal Check Box</b>			
Scorers Note: No scoring considerations will be done for Box 5. Further evaluations and scoring will be completed after review of Box 15, Project Plan Narrative and Budget Proposal.			
<b>Box 6 Cooperative Agreement (JPA/MOA) Score</b>			
Meets and exceeds criteria.	Meets minimum criteria; however, lacking in some details and clarity.	Lacks details and clarity. Does not meet minimum criteria.	
Choose an item.	Choose an item.	Choose an item.	
<b>Scorers Notes:</b>			
<b>Box 7 Fire Department Insurance Service Office (ISO) Classification</b>			
Fire Department has an ISO rating of 5 to 10.	Fire Department has an ISO rating of 6-9.	Fire Department has an ISO rating of 10. Does not meet ISO's minimum criteria.	
Choose an item.	Choose an item.	Choose an item.	
<b>Scorers Notes:</b>			
<b>Box 8 *Community at Risk (CAR)</b>			
<b>HIGH RISK</b>	<b>MEDIUM RISK</b>	<b>LOW RISK</b>	<b>* NO RISK</b>
Choose an item.	Choose an item.	Choose an item.	Choose an item.
*NO RISK COMMUNITIES: Score 1-10 based on applicants Project Plan Narrative and Budget Proposal presentation.			
<b>Scorers Notes:</b>			

<b>Box 9 National Incident Management System (NIMS) and Incident Command System (ICS)</b>		
Meets and exceeds criteria.	Meets minimum criteria; however, lacking in some details and clarity.	Lacks details and clarity. Does not meet minimum criteria.
Choose an item.	Choose an item.	Choose an item.
<b>Scorers Notes:</b>		
<b>Box 10 Adjacent to Federal Land</b>		
Meets and exceeds criteria.	Meets minimum criteria; however, lacking in some details and clarity.	Lacks details and clarity. Does not meet minimum criteria.
Choose an item.	Choose an item.	Choose an item.
<b>Scorers Notes:</b>		
<b>Box 11 Initial Attack on Federal Land</b>		
Meets and exceeds criteria.	Meets minimum criteria; however, lacking in some details and clarity.	Lacks details and clarity. Does not meet minimum criteria.
Choose an item.	Choose an item.	Choose an item.
<b>Scorers Notes:</b>		
<b>Box 12 Fire Department Wildland Fire Suppression Training Participation</b>		
<b>Basic Courses</b> Choose an item.	<b>Advanced Courses</b> Choose an item.	<b>*No Wildland Suppression Training</b> Choose an item.
<b>Scorers Notes:</b>		
*No wildland training, refer to Scoring Aid for additional considerations.		
<b>BOX 13 Brush Trucks/T6E and NWCG Minimum Standards</b>		
How many Brush Trucks?	Choose an item.	
Meets NWCG Standards	Choose an item.	
How many Forestry Division sponsored FEPP engines?	Choose an item.	
<b>Scorers Notes:</b>		
<b>Box 14 Incident Qualification System (IQS) and Personnel</b>		
Incident Qualification System (IQS) Use	Choose an item.	
NWCG Red Carded Qualified Firefighters FFT2/FFT1	Choose an item.	
NWCG Red Carded Qualified Engine Bosses	Choose an item.	
<b>Scorers Notes:</b>		
<b>Box 15 Project Plan Narrative</b>		

**The Project Plan Narrative (PPN) will provide Scorers with information on the fire department's needs, challenges, and intentions for the funds.**

**Does the PPN follow the template from the Application Box 15?**

**Does the PPN show forethought and planning?**

**Is the PPN clear and concise?**

**Questions to consider when assigning points:**

**Does the applicant give the evaluator a better understanding of its needs and challenges?**

**Did the applicant reference its Community Wildfire Protection Plan (CWPP)?**

**Did the applicant reference the Joint Powers Agreement (JPA) or Memorandum of Agreement (MOA)?**

**Scorer's Notes:**

**Box 15 SCORES**

Meets and exceeds criteria.	Meets minimum criteria; however, lacking in some details and clarity.	Lacks details and clarity. Does not meet minimum criteria.
Choose an item.	Choose an item.	Choose an item.

**Box 15 Budget Proposal**

**Budget Proposal Consideration:**

Proposed budget is realistic and concise?

Proposed budget is consistent with project objectives that will be successful?

Proposed budget lists all items to be purchased and indicates price per item?

Appropriate cost share has been identified. (Applicant must provide 10 percent cost-share.)

Did the applicant provide an estimate/quote from a statewide price agreement supplier or other supplier?

Meets and exceeds criteria.	Meets minimum criteria; however, lacking in some details and clarity.	Lacks details and clarity. Does not meet minimum criteria.
Choose an item.	Choose an item.	Choose an item.

**Scorer's Notes:**

**Exhibit 4**  
**GRANT AWARD AGREEMENT**  
**BETWEEN THE**  
**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES**  
**DEPARTMENT**  
**AND**  
**(INSERT CONTRACTOR NAME)**

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), Forestry Division and \_\_\_\_\_ County for the (enter the name of the fire department receiving the funding, i.e. Sheridan Volunteer Fire Department. Make sure the fire department name inserted here matches the fire department name on the application) (insert fire department acronym).

This Agreement is entered by EMNRD's authority at NMSA 1978, §§ 68-2-6 and 68-2-8 and is subject to all federal legislation, regulations, and policies applicable to the U.S. Department of Agriculture, National Fire Plan - Volunteer Fire Assistance Program (VFA).

The parties mutually agree:

1. Scope of Work: (insert fire department acronym) shall purchase Personal Protection Equipment (PPE) or Fire Fighting Equipment (FFE) pertaining to wildland firefighting and shall comply with 2 C.F.R. § 200.318 through 200.326 for procurement conducted pursuant to this Agreement.

(If Awardee is determined to be high risk, retain clause below and remove this instruction. If Awardee is not high risk, delete clause below and delete this instruction.)

If \_\_\_\_\_ County has received written notification from EMNRD that it considers the County to be a high risk entity through the audit criteria set forth in 2 C.F.R. § 200.514 through 200.520 because of (insert description of issue – receiving an audit exception for procurement issues, failure to follow County procurement procedures, etc.). Because of this designation, \_\_\_\_\_ County shall comply with the additional specific conditions outlined in Section 4, Grant Award Provisions.

A. (insert fire department acronym) may purchase the PPE or FFE directly from any supplier. Firefighting boots and individual items with a cost greater than \$5,000.00 are not eligible for purchase under this Agreement.

B. Communications equipment (portable and handheld radios) is eligible for purchase under this Agreement. All communications equipment (insert fire department acronym) purchases must be "Project 25" compliant (a national standard for communications equipment) and field programmable. No individual radio can cost more than \$5,000.00.

2. Compensation:

A. EMNRD shall reimburse (insert fire department acronym) 90% of items purchased only upon receipt of one detailed and certified statement evidencing purchase of and payment for equipment purchased under this Agreement along with copies of supplier invoices.

B. VFA grant award to (insert fire department acronym) shall be:

Amount of Grant: \$ \_\_\_\_\_  
Local Match: \$ \_\_\_\_\_

Total Budget: \$ \_\_\_\_\_

C. To be eligible for cost sharing, (insert fire department acronym) shall purchase all equipment and supplies after the Agreement's effective date and no later than December 1, 2023. (Insert fire department acronym) must submit to EMNRD one Reimbursement Form (Attachment 1), including copies of purchase orders, invoices, and cancelled checks in order to be eligible for reimbursement, no later than December 15, 2023.

3. Auditing Procedures: Expenditures made under this Agreement are regulated by the Office of Management and Budget Federal Circular 2 C.F.R. 200 *et seq.*

A. Equipment – Equipment (insert fire department acronym) acquires under this Agreement shall be subject to audit by EMNRD and shall be managed, used, and disposed of in accordance with 2 C.F.R. 200.33 (Attachment 2) and 2 C.F.R. 200.313. Title to the equipment vests in \_\_\_\_\_ County.

B. Supplies – Supplies (insert fire department acronym) acquires under this Agreement that exceed \$100.00 per item shall be subject to audit by EMNRD pursuant to 2 C.F.R. 200.94 (Attachment 2) and 2 C.F.R. 200.314. Title to the supplies vests in \_\_\_\_\_ County.

C. Financial Records – \_\_\_\_\_ County's financial records involving procurement and all other related records including programmatic records, supporting documents, and statistical records under this Agreement shall comply with all federal, state, and local government auditing requirements, including subawards pursuant to 2 C.F.R. Part 200.92 (Attachment 2) and Cost Principles for State, Local, and Indian Tribal Governments pursuant to 2 C.F.R. .400 and parts thereof, and in particular federal grant management rules pertaining to the National Fire Plan – Volunteer Fire Assistance Grant. \_\_\_\_\_ County shall retain these records for six years after the date specified below in Section 5, Term.

4. Grant Award Provisions:

A. This VFA grant is awarded on the basis of information provided in (insert fire department acronym)'s application submitted for VFA funding in federal Fiscal Year 2023. \_\_\_\_\_ County shall comply with all applicable provisions of U.S. Department of Agriculture, Forest Service, Grant No. \_\_\_\_\_, Federal Fiscal Year \_\_\_\_\_ and Grant No. \_\_\_\_\_, Federal Fiscal Year \_\_\_\_\_ Cooperative Forestry Assistance Award. The Division shall provide \_\_\_\_\_ County with a copy of the grant with the Notice to Proceed.

B. \_\_\_\_\_ County assures that it has legal authority to receive monies for purposes intended hereby and the ability and intention to finance its share of the costs of the PPE or FFE.

*(If Awardee is determined to be high risk, include the paragraph below. If Awardee is not high risk, delete the paragraph below and delete this instruction.)*

C. Pursuant to 2 C.F.R. § 200.514 through 200.520, EMNRD considers \_\_\_\_\_ County to be a high risk entity and (insert fire department acronym) must provide EMNRD all quotes, contracts, or bids related to items being procured under this Agreement prior to purchasing the items. (Insert fire department acronym) shall take no action until EMNRD approves the purchase(s) in writing prior to procuring items through this Agreement. If (insert fire department acronym) fails to comply with this condition, EMNRD will



not reimburse \_\_\_\_\_ County for reimbursable items purchased under this Agreement. Failure to comply with this condition may limit \_\_\_\_\_ County's ability to apply for future funding.

5. Term: This Agreement becomes effective when executed by an authorized representative of \_\_\_\_\_ County and of EMNRD and when the Department of Finance and Administration encumbers funds for this Agreement. It shall terminate on December 31, 2023.

6. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

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

8. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature and U.S. Department of Agriculture, Forest Service granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to \_\_\_\_\_ County. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by \_\_\_\_\_ County.

**IN WITNESS WHEREOF**, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES  
DEPARTMENT**

By: \_\_\_\_\_  
Cabinet Secretary or Designee

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

**INSERT ENTITY NAME**

By: \_\_\_\_\_  
Authorized Representative Signature

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

\_\_\_\_\_  
Printed Name and Title

**Attachment 1**

Reimbursement Form	
Date:	
Volunteer Fire Department (VFD) Name:	
Fiscal Agent Name:	
VFD Representative Name:	
Fiscal Agent Address:	
SHARE Number:	
Reimbursement Request Number: Please number your reimbursement requests sequentially, and with more than one digit – for example, “01” or “001”.	
Grant Amount Expended:	
Local Match: (This amount must be at least 10% of grant amount.)	
Total Amount Expended: (Total + Grant Amount + Local Match)	
Signature:	
Printed Name and Title:	
Must also attach the required purchase orders, invoices, and cancelled checks	
This Invoice and supporting required documentation accepted via EMAIL ONLY	<p>Please send 1 PDF file of the COMPLETE reimbursement packet to:  <a href="mailto:robert.brown@state.nm.us">robert.brown@state.nm.us</a></p> <p>If alternate method of Reimbursement Packet submission is required please contact Robert Brown Cell: 505 660-5705 or email.</p>

## **Attachment 2**

Source - Electronic Code of Federal Regulations: [www.ecfr.gov](http://www.ecfr.gov)

### **Code of Federal Regulations**

**Title 2: Grants and Agreements**

**Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards**

**Subpart A: Acronyms and Definitions**

#### **§200.33 Equipment.**

*Equipment* means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or \$5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

#### **§200.92 Subaward.**

*Subaward* means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

#### **§200.94 Supplies.**

*Supplies* means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the non-Federal entity for financial statement purposes or \$5,000, regardless of the length of its useful life. See also §§200.20 Computing devices and 200.33 Equipment.

**Exhibit 5**  
**STATE OF NEW MEXICO**  
**GOVERNMENTAL SERVICES AGREEMENT**  
**BETWEEN THE**  
**STATE OF NEW MEXICO, ENERGY, MINERALS AND**  
**NATURAL RESOURCES DEPARTMENT**  
**AND**  
**CONTRACTOR**

**THIS AGREEMENT** is made and entered into by and between the State of New Mexico, Energy, Minerals, and Natural Resources Department (EMNRD), Forestry Division and ***(Insert Contractor name. Remove this instruction.)*** (Contractor).

**THE PARTIES MUTUALLY AGREE:**

1. Scope of Work: Contractor shall:

***(Insert description of work. Remove this instruction.)***

Contractor shall also provide brief written progress reports to EMNRD on a *(weekly, bi-weekly, monthly, quarterly, annual, with each request for payment/reimbursement or some other time frame)* basis. ***(All contracts must have reporting requirements, or the program manager must justify the lack of reports in a written memo to the file for auditing purposes.)***

2. Compensation: ***(For paragraph A, select option 1, 2, 3, or 4)***

***Option 1: Work Product. If you choose this option, remove this Option 1 heading and remove the optional Paragraph A as below.***

A. EMNRD shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work and as specified below. This amount shall not exceed \_\_\_\_\_ (\$ \_\_\_\_\_), including New Mexico gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. EMNRD shall make payment upon the satisfactory and timely completion of the work described in the Scope of Work and for no more than the maximum amount set forth below for each deliverable:

***(Insert deliverables/payment schedule here. Remove this instruction)***

This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein or the amounts state per task. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. Contractor is responsible for notifying EMNRD when the services provided under this Agreement reach the total compensation amount. In no event shall the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

***Option 2: Lump Sum Amount Upon Completion of All Work. If you choose this option, remove Paragraph B of this Compensation Section as well and re-letter successive paragraphs accordingly. Remove the paragraph above it. Remove this Option 2 heading.***

A. Upon satisfactory completion of services, EMNRD shall pay Contractor for services satisfactorily performed pursuant to the Scope of Work in an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_), which amount includes New Mexico gross receipts taxes, and any travel, if necessary, pursuant to Paragraphs B and C of this Compensation Section. In no event shall the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing prior to those services in excess of the total compensation amount being provided. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID.

**Option 3: Time and Materials. If you choose this option, remove this Option 3 heading and the paragraphs above it.**

A. EMNRD shall pay Contractor for services rendered and amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) per (hour, day, week, month), such compensation not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_) in total, which amount includes gross receipts taxes and travel as shown in Paragraphs B and C of this Compensation Section. EMNRD shall reimburse Contractor for the cost of materials necessary under this Agreement for an amount not to exceed \_\_\_\_\_ (\$ \_\_\_\_\_). This amount is a maximum and not a guarantee that the work assigned to Contractor under this Agreement to be performed shall equal the amount stated herein. EMNRD MUST receive all invoices no later than 15 days after the termination of the Fiscal Year in which the services were delivered. Invoices received after such date SHALL NOT BE PAID. Payment shall not relieve the Contractor of any unperformed obligations under the Scope of Work.

B. EMNRD shall pay such travel expenses as may be incurred in, and that are necessary for, this Agreement's performance at the rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, §§ 10-8-1, *et seq.* as implemented by the current Department of Finance and Administration (DFA) rule and the current EMNRD travel policy.

C. Contractor shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement.

D. Contractor must submit detailed statements accounting for all services performed, goods obtained, and expenses incurred. ***(Vouchers must be supported by approved purchase order or equivalent document and invoice by the supplier, evidencing the propriety of each claim for payment. Wage amounts charged shall be based upon payrolls maintained by Contractor and must be supported by time and attendance sheets.)*** Statements must also be numbered sequentially, and with more than one digit (for example, 01, 02, 03, or 001, 002, etc.). If EMNRD finds that the statement, services, goods, or expenses are not acceptable, within 30 days after the date of receipt of (i) written notice from the Contractor that payment is requested, and (ii) all supporting documentation, EMNRD shall provide the Contractor a letter of exception explaining the defect or objection to the statement, services, goods, or expenses, and outlining steps the Contractor may take to provide remedial action. Upon EMNRD's certification that the statement, supporting documentation, services, goods, or expenses have been received and accepted, EMNRD shall tender payment to the Contractor within 30 days after the date of acceptance. If payment is made by mail, the payment shall be deemed tendered on the date it is postmarked. However, EMNRD shall not incur late charges, interest, or penalties, for failure to make payment within the time specified herein.

**Option 4: Advance of Funds. If you choose this option, remove all the previous choices. Remove this Option 4 heading.**

A. Within XX days following this Agreement's effective date, EMNRD shall transfer to Contractor \_\_\_\_\_ (\$ \_\_\_\_\_), which shall include New Mexico Governmental Gross Receipts Taxes, for completion of the Tasks described in the Scope of Work above. Payment shall not relieve Contractor of any unperformed obligations under the Scope of Work.

B. Upon expiration or termination of this Agreement, if either party has property or funds in its possession belonging to the other, it shall return the property or funds in proportion to the parties' original contribution.

C. Contractor shall be responsible for paying New Mexico Governmental Gross Receipts taxes levied on amounts payable under this Agreement, if applicable.

3. Term: This Agreement becomes effective when executed by an authorized representative of Contractor and of EMNRD and when DFA encumbers funds for this Agreement. It shall terminate on *(Insert date)* unless earlier terminated pursuant to Section 4, Termination, or Section 5, Appropriations, below.

4. Termination: Either party may terminate this Agreement upon written notice delivered to the other at least 10 days prior to the intended termination date. By such termination, neither party may nullify or avoid any obligation required to have been performed prior to termination.

5. Appropriations: This Agreement's terms are contingent upon the New Mexico State Legislature *(option - and insert name of federal funding agency)* granting sufficient appropriation and authorization. If sufficient appropriation or authorization is not granted, EMNRD may terminate this Agreement, or in the alternative suspend performance pending approval of sufficient appropriation or authorization, upon written notice from EMNRD to Contractor. EMNRD's decision as to whether sufficient appropriations are available shall be at its sole and absolute discretion and shall be final, binding, and accepted by Contractor.

*Option: If Contractor is another state agency, revise this section to reflect Contractor is not an EMNRD employee. Remove this instruction.)*

6. Status of Contractor: Contractor and its agents and employees are independent contractors performing professional services for EMNRD and are not employees of the State of New Mexico. Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the State of New Mexico as a result of this Agreement. Contractor acknowledges that all sums received hereunder are reportable by the Contractor for tax purposes, including without limitation, self-employment and business income tax. Contractor agrees not to purport to bind the State of New Mexico unless the Contractor has express written authority to do so, and then only within the strict limits of that written authority.

7. Assignment: Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without EMNRD's prior written approval.

8. Subcontracting: Contractor shall not subcontract any portion of the services to be performed under this Agreement or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this Agreement, without EMNRD's prior written approval. EMNRD may disallow costs incurred by the Contractor in relation to a subcontract if

Contractor does not obtain prior written approval.

*Option: Include A, B, and C if you are using federal funds for the work of this contract. Remove this instruction.*

A. Contractor shall comply with 2 C.F.R. Sections 200.318 through 200.326 for procurement of subcontractors conducted pursuant to this Agreement.

B. Contractor is required to provide EMNRD with evidence of competitive procurement for any subcontract, including records of advertisement of bid, proposals received, and methods to select each subcontractor.

C. Any subcontract agreement shall include all provisions necessary to allow Contractor to meet its obligations and requirements under this Agreement and all provisions required by law.

*Option: Include subparagraph below if subcontractor will be reimbursed for travel expenses. Remove instruction.*

D. Travel expense reimbursement requested for subcontractors, if applicable, shall be reimbursed in accordance with rates established in the New Mexico Per Diem and Mileage Act, NMSA 1978, § 10-8-1 *et seq.*, as implemented by the current DFA Rule and EMNRD Travel Policy.

9. Release: Final payment of the amounts due under this Agreement shall operate as a release of EMNRD, its officers, and employees, and the State of New Mexico from all liabilities, claims, and obligations whatsoever arising from or under this Agreement.

10. Confidentiality: Any confidential information provided to or developed by Contractor in the performance of this Agreement shall be kept confidential and shall not be made available by Contractor to any individual or organization without EMNRD's prior written approval.

11. Product of Services; Copyright: All materials developed or acquired by Contractor under this Agreement shall become the State of New Mexico's property and be delivered to EMNRD no later than this Agreement's expiration date. Nothing Contractor produces, in whole or in part, under this Agreement shall be the subject of a copyright application or other claim of ownership by or on behalf of Contractor.

12. Conflict of Interest; Governmental Conduct Act: Contractor warrants that it presently has no interest and that it shall not acquire any interest, direct or indirect, which would conflict in any manner with performance or other services required under this Agreement. Contractor certifies that all applicable provisions of the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through -18, including provisions related to contracting with, or employing, public officers, legislators, state employees, or former state employees, have been followed.

13. Amendment: This Agreement shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto.

14. Merger: This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such covenants, agreements, and understandings have been merged into this written Agreement.

No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless as embodied in this Agreement.

15. Penalties for Violation of Law: The Procurement Code, NMSA 1978, §§ 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

16. Equal Opportunity Compliance: Contractor agrees to abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State of New Mexico, pertaining to equal employment opportunity. In accordance with all such laws of the State of New Mexico, the Contractor assures that no person in the United States shall, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, or serious medical condition, spousal affiliation, sexual orientation, or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed under this Agreement. If Contractor is found not to be in compliance with these requirements during the life of this Agreement, Contractor agrees to take appropriate steps to correct these deficiencies.

17. Applicable Law: The laws of the State of New Mexico shall govern this Agreement, without giving effect to New Mexico's choice of law provisions. Venue shall be proper only in a New Mexico court of competent jurisdiction in accordance with NMSA 1978, § 38-3-1(G). By execution of this Agreement, Contractor acknowledges and agrees to the exclusive jurisdiction of the courts of the State of New Mexico over any and all lawsuits arising under or out of any term of this Agreement.

18. Records and Audit:

A. Contractor shall maintain detailed time and expenditure records that indicate the date, time, nature, and cost of services rendered during the Agreement's term and effect and retain them until six years after the termination date specified in Section 3, Term. These records shall be maintained and available within the State of New Mexico if the Contractor has an office within the state; otherwise, Contractor shall make such records available to EMNRD within 10 days upon EMNRD's request. During this time, such records shall be subject to inspection by EMNRD, DFA and the State Auditor *(and insert name of federal funding agency)*. Contractor further agrees to include in all subcontracts hereunder the same right of inspection and audit against all subcontractors. EMNRD shall have the right to audit billings both before and after payment. Payment under this Agreement shall not foreclose EMNRD's right to recover excessive or illegal payments. The periods of inspection and audit may be extended for records, which relate to litigation or settlement of claims arising out of performance of this Agreement *(and costs and expenses related to this Agreement for which exception is under consideration by insert name of federal funding agency or any authorized representative)* and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

*Option: Are you using federal funds to pay for this contract? If yes, you must make a determination whether your provider is a subrecipient or a contractor. If you determine your provider is a subrecipient, you need to include the following paragraph in your contract. If you determine your provider is a contractor, the requirements do not apply and you will remove this this paragraph. Delete this instruction.*

B. If Contractor receives \$750,000 or more in federal funding from all sources in the aggregate in a fiscal year, Contractor's financial records involving services and procurement under this Agreement shall be audited annually pursuant to all federal, state and local government audit requirements, and in accordance with the Single Audit Act Amendments



of 1996, 2 C.F.R. 200, Subpart F – Audit Requirements, OMB Circular Compliance Supplement and Government Auditing Standards, as prescribed by the Single Audit Act of 1984, or any subsequent OMB Circular. Contractors who do not meet the \$750,000 audit threshold (Tier 7), must complete the State of New Mexico – Office of the State Auditor Certification Form for Tier 1 and Tier 2, or the Office of the State Auditor Agreed Upon Procedures (Tiers 3-6) in accordance with the Audit Act, NMSA 1978, §§ 12-6-1 through 12-6-14, and 2.2.2.16 NMAC, Annual Financial Procedures Required for Local Public Bodies with Annual Revenues Less than Five Hundred Thousand Dollars. In order to comply with state audit requirements, Contractors shall have one of the above-mentioned Forms or Agreed Upon Procedures on file with the Office of the State Auditor. Contractor shall provide EMNRD with a copy of the independent financial audit, either in hard copy format or on disk, no more than 45 days after the audit's completion for each fiscal year this Agreement is in effect.

19. 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 with this Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.*, as amended.

20. Procurement, Utilization, and Disposition of Property: Contractor shall report acquisition of any capital property (property with an expected life of at least one year) to EMNRD within one month following the acquisition. If upon termination of this Agreement Contractor has any property in its possession belonging to EMNRD, Contractor shall account for the property and dispose of it as EMNRD directs. *(Option: If federal funding is involved include the following statement. Otherwise remove it and this instruction) All property acquired by the Contractor or procured under this Agreement shall be used and disposed of in accordance with [insert federal funding agency's name] regulations governing disposal of property.*

21. Invalid Term or Condition: If any term or condition of this Agreement shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected and shall be valid and enforceable.

22. Enforcement of Agreement: A party's failure to require strict performance of any provision of this Agreement shall not waive or diminish that party's right thereafter to demand strict performance with that or any other provision. No waiver by a party of any of its rights under this Agreement shall be effective unless express and in writing, and no waiver of a specified right by a party shall be effective to waive any other rights.

23. Notice: Except as otherwise specified herein, all notices hereunder shall be in writing (including, without limitation, notice by facsimile) and shall be given to the relevant party at its address or facsimile number set forth below, or such other address or facsimile number as such party may hereafter specify by notice to the other given by courier, by United States certified or registered mail, by facsimile, or by other telecommunication device capable of creating a written record of such notice and its receipt.

To EMNRD:

*(insert position title and address of project manager)*

Assistant General Counsel  
EMNRD – Office of the Secretary  
1220 S. St. Francis Drive  
Santa Fe, NM 87505

To the Contractor:

*(insert name, address and e-mail)*

To Risk Management Division:

Risk Management Division  
General Services Department  
P.O. Drawer 26100  
Santa Fe, NM 87502-0110

24. Authority: If Contractor is other than a natural person, the individual(s) signing this Agreement on behalf of Contractor represent and warrant that he or she has the power and authority to bind Contractor, and that no further action, resolution, or approval from Contractor or any other entity is necessary to enter into a binding contract.

*Option: Include the following if acknowledgment required. If not, remove this section and renumber successive accordingly. Remove this instruction.*

25. Acknowledgment: Contractor shall acknowledge EMNRD *(option - and insert name of federal funding agency)* as a co-sponsor and funding source in all news releases, programs, proceedings and related publicity/publications for the project.

26. Attorney's Fees and Costs: Contractor agrees that if a court of competent jurisdiction finds Contractor has breached this Agreement, or amendments hereto, or to have committed any tortious act relating to this Agreement's scope, EMNRD may recover from Contractor reasonable attorneys' fees and costs in connection with litigation brought to obtain the judicial determination and to collect any judgment.

27. Minimum Wage Rate: If applicable, Contractor shall comply with minimum wage rates as established by the New Mexico Department of Workforce Solutions, Labor Relations Division, and with all other applicable requirements of that Department, including posting of the wage rates in a prominent location on the site for hiring and performing of this Agreement.

28. Compliance with Law and Funding Source Conditions:

A. Contractor shall comply with all applicable state and federal statutes, regulations, or rules, including without limitation those imposed as a consequence of funding pursuant to this Agreement.

*(If you are using federal funds to pay for the work of this agreement, the following clauses must be included. If you are using non-federal funding, delete the clauses and this instruction.)*

B. Contractor shall comply with 2 C.F.R. Sections 200.318 through 200.326 for procurement conducted pursuant to this Agreement.

C. Contractor and Contractor's employees shall not read or view a text message or manually type on a handheld mobile communication device for any purpose while driving a motor vehicle in connection with this Agreement, except to summon medical or other emergency help, or unless that device is an amateur radio and the driver holds a valid amateur radio operator license issued by the Federal Communications Commission.

D. Contractor shall not award subcontracts to parties listed on the governmentwide exclusions in the federal System for Award Management (SAM), in accordance with OMB guidelines that implement federal Executive Orders 12549 (3 C.F.R. page 1986, Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regularity authority other than Executive Order 12549.

E. If applicable, Contractor must comply with Section 6002 of the Solid Waste Disposal Act, as amendment by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the U.S. Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

F. If the value of this Agreement exceeds \$100,000, Contractor shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) regarding the limitations of use of appropriated funds to influence certain federal contracting and financial transactions.

G. If this Agreement is valued at more than \$150,000, Contractor shall comply with all applicable standards orders or requirements issued under the federal Clean Air Act (42 U.S.C. § 7401 *et seq.*); Clean Water Act (33 U.S.C. § 1251 *et seq.*); Executive Order 11738 (Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans); and EPA regulations.

*Option: If agreement is with a state agency do not include the following provision because all state agencies are covered by Risk Management Division. Remove this Section (and this instruction) and renumber successive sections accordingly. If agreement is with a county, municipality, state university or public school, determine whether it has insurance coverage. If it does, keep the following. If the county, municipality, state university or public school does not have coverage, discuss the situation with legal as to how it should be addressed. Remove these instructions.*

29. Insurance Coverage: Contractor shall provide EMNRD a statement indicating that the activities described in the Scope of Work are covered by insurance as set forth below, secured in accordance with any method allowed by applicable law, including self-insurance, pooling of self-insured reserves, or insurance provided by a third party, prior to commencing work under this Agreement. Contractor shall maintain continuous coverage of the activities described in the Scope of Work, so long as this Agreement is in effect. Failure to maintain such coverage is reason for immediate termination of this Agreement. Contractor shall notify EMNRD prior to cancellation or expiration of any insurance required under this Agreement.

A. Worker's Compensation protection that complies with the requirements of the New Mexico Worker's Compensation Act, NMSA 1978, §§ 52-1-1, *et seq.*, if applicable. If the Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, EMNRD may terminate this Agreement.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this Agreement and any amendments hereto, in

amounts equal or greater than liability limits set forth in NMSA 1978, § 41-4-19, as it may be amended from time to time.

**IN WITNESS WHEREOF**, the parties hereto have herein below executed this Agreement.

**STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES  
DEPARTMENT**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Cabinet Secretary or Designee


**CONTRACTOR NAME**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Authorized Representative Signature

\_\_\_\_\_  
Printed Name and Title

**Exhibit 6**  
**USDA Financial Capability Questionnaire (Forest Service Form FS-1500-22)**

To access this document: This form must be filled out and submitted to Forestry Division upon notification of a successful award. Document consists of four pages.

 USDA Forest Service		OMB 0596-0217 FS-1500-22
<b>FINANCIAL CAPABILITY QUESTIONNAIRE</b> FISCAL YEAR:		
Adequate accounting systems should meet the following criteria as outlined in the Office of Management and Budget's (OMB) Circular of Uniform Administrative Requirements, Cost Principles, and Audit Requirements found in 2 CFR Part 200, as implemented by USDA regulations 2 CFR Part 400. (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant. (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located. (3) The accounting system should provide accurate and current financial reporting information. (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.		
<b>APPLICANT ORGANIZATIONAL INFORMATION</b>		
1. Name of Organization and Address:		
2. Authorized Representative's Name and Title:		
3. Phone: - - ext.	4. Fax: - -	5. Email:
6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
9. Type of Organization:		
10. Approximate Number of Employees:		Part Time (Paid):
Full Time (Paid):		Part Time (Volunteer):
Full Time (Volunteer):		
<b>FEDERAL AUDIT DATA</b>		
11. Have you been audited by a Federal agency?: <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please indicate the type: <input type="checkbox"/> OMB A-133 Single Audit (required of institutions that annually expend over \$750,000 in federal funds) <input type="checkbox"/> Incurred Cost <input type="checkbox"/> Accounting System <input type="checkbox"/> Timekeeping		
12. Date of Last Federal Audit/Review (m/d/yyyy):		Audit Agency/Firm:
If findings are reported, explain:		
<b>FINANCIAL STATEMENT AUDIT DATA</b>		
13. Date of Last Financial Statement Audit:		Fiscal Period Audited:
Audit Firm:		
Auditor's Opinion on Financial Statement:	<input type="checkbox"/> Unqualified Opinion	<input type="checkbox"/> Qualified, Disclaimer or Adverse Opinions
If other than unqualified, state reason:		



If you have not had an audit completed in the last two years, please submit a copy of your most recent tax forms (990 for non-profits). If you do not have a current tax form, please explain:

**ACCOUNTING SYSTEM**

14. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants?

Yes  No

15. If yes, provide name and address of Agency performing review:

**Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.**

16. Which of the following best describes your accounting system:

Manual  Automated  Combination

17. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?

Yes  No  Not Sure

18. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?

Yes  No  Not Sure

19. Does the accounting system provide for the recording of cost sharing or match for each grant? Can you ensure that documentation is available to support recorded match or cost share?

Yes  No  Not Sure

20. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?

Yes  No  Not Sure

21. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available for a grant?

Yes  No  Not Sure

22. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available for a budget cost category (e.g. Personnel, Travel, etc.)?

Yes  No  Not Sure

23. Is your organization generally familiar with the existing regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?

Yes  No  Not Sure

**FUNDS MANAGEMENT**

24. Is a separate bank account maintained for Federal grant funds?

Yes  No

25. If a separate bank account is not maintained, can the Federal grant funds and related expenses be readily identified?

Yes  No

**PROPERTY STANDARDS, PROCUREMENT STANDARDS, AND TRAVEL POLICIES**

**PROPERTY STANDARDS**

26. Does your property management system(s) provide for maintaining: (1) a description of the equipment; (2) an identification number; (3) source of the property, including the award number; (4) where title vests; (5) acquisition date; (6) federal share of property cost; (7) location and condition of the property; (8) acquisition cost; & (9) ultimate disposition information?

Yes  No  Not Sure



27. Does your property management system(s) provide for a physical inventory and reconciliation of property at least every two years?	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
28. Does your property management system(s) provide controls to insure safeguards against loss, damage or theft of the property?	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
<b>PROCUREMENT STANDARDS</b>	
29. Does your organization maintain written procurement procedures which (1) avoid unnecessary purchases; (2) provide an analysis of lease and purchase alternatives; and (3) provide a process for soliciting goods and services?	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
30. Does your procurement system provide for the conduct to ensure selection on a competitive basis and documentation of cost or price analysis for each procurement action?	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
31. Does your procurement system include provisions for checking the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award? <a href="http://www.sam.gov">www.sam.gov</a>	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
<b>TRAVEL POLICY</b>	
32. Does your organization maintain a standard travel policy or, if no policy exists, does your organization adhere to rates and amounts established under 5 U.S.C. 5701-11, ("Travel and Subsistence Expenses; Mileage Allowances"), and policies under the Federal Acquisition Regulations at 48 CFR 31.205- 46(a)?	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
<b>SUBRECIPIENT MANAGEMENT</b>	
33. (For Pass-through entities only). Does your organization have controls in place to monitor activities of subrecipients, as necessary, to ensure that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the award and that performance goals are achieved.	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
<b>INDIRECT COSTS</b>	
34. My organization has an established indirect cost rate	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
35. If my organization chooses to charge indirect costs to the Federal award or use indirect costs as a match, you understand that you must prepare an indirect cost rate proposal and submit it to your cognizant Federal agency for approval. Alternatively, you may use a <del>de minimus</del> <u>minimum</u> rate of 10% of modified total direct costs (MTDC).	<input type="checkbox"/> <u>Yes</u> <input type="checkbox"/> No <input type="checkbox"/> Not Sure
<b>STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION</b>	
I certify that the above information is complete and correct to the best of my knowledge.	
Signature:	
Name:	
Title:	



## Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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## Exhibit 7

### Sample Project Plan Narrative and Budget Proposal

Exhibit 5 serves an EXAMPLE of a successful Project Plan Narrative and Budget Proposal.  
Please use the new template format when writing your Project Plan Narrative and Budget Proposal.

#### Assistance to Firefighters Grant Application

##### **GEOGRAPHIC and DEMOGRAPHIC CONSIDERATIONS**

Fire District is in \_\_\_\_\_ County, New Mexico, located \_\_\_\_\_. The Volunteer Fire Department operates one main station, has an ISO rating of 4, and has 20 members on its roster. Of those 20 members, four are trained to S130-190 levels. Volunteer Fire Department provides emergency response services to a predominantly low-income urban interface wildland district that spans a state prison facility, large open grass lands, new subdivisions, and small groups of houses with outbuildings, agricultural fields, and commercial buildings. Volunteer Fire Department regularly participates in multi-agency urban-interface wildland training with members from the \_\_\_\_\_ fire departments. The Department has three brush units, two engines, and one tanker used for urban Interface wildland firefighting and grass fires as needed.

##### **JPA/MOA and MUTUAL AID CONSIDERATIONS**

Volunteer Fire District has entered into Joint Power Agreements with U.S. Department of Fish and Wildlife, Bureau of Land Management, and the Forestry Division. Automatic Aid Agreements with the \_\_\_\_\_ County fire departments and Mutual Aid Agreements with all surrounding county entities.

Due to the Joint Powers Agreements, Automatic Aid Agreements and Mutual Aid Agreements Volunteer Fire Department provides emergency response services to \_\_\_\_\_ and state and federal lands.

##### **CWPP CONSIDERATIONS**

In 2010 the County Community Wildfire Protection Plan deemed the Volunteer Fire District a "High Risk" area. Issues that impacted this Fire District were the lack of defensible space and combustible construction materials used for the older homes in the area. Also impacting this "High Risk" assessment was the heavy fuel loads that tended to be scrubby in nature, and vast distances between established water supply points.

The 2014 County Community Wildfire Protection Plan risk assessment protocol amended that finding to "Moderate Risk Area". The reduction from a "High Risk" ranking in 2010 to "Moderate" in 2014 was due to a variety of reasons. The first was that during the record breaking 2011 Fire Season, much of the existing fuel load had been burned off in large grass fires. By 2014, the fuel load had still not recovered yet due to persistent drought conditions that kept the recovery rate at a minimum.

##### **EDUCATION and OUTREACH CONSIDERATIONS**

Second, the Volunteer Fire Department had purchased additional wildland urban-interface units, equipment, and tools. Drastic changes in the way wildland firefighting training was scheduled and taught combined with a strong public outreach program that focused on teaching the public about "Fire Wise" communities all aided in reducing the threat assessment.

Four years later, with increased precipitation, the fuel loads have recovered, and risks have increased significantly.

**CHALLENGES and BENEFITS OF GRANT FUNDING**

Due to the increased risk, the Volunteer Fire Department is attempting to prepare for its next urban interface wildland fire season and is requesting \$19,999.00 in funding assistance to purchase Wildland Firefighting Equipment and Bendix King Radios. Volunteer Fire District will provide a match in the amount of \$2,500.00 for a project total of \$22,499.00.

If successful in obtaining the Grant Funding requested, Volunteer Fire Department would purchase an array of wildland firefighting equipment that would include, Gloves, Nomex, PGI Wildland Jackets, Wildland Pants, Hoes, Axes, Pulaskis, McLeods, Swatters, Rogue Pick Hoe, and Drip Torches.

The purchase of new Wildland Emergency Response Equipment and Radios would allow the Vol. Fire Department to maintain and improve fire ground operations and firefighter safety, while ensuring continuity of emergency response services, Automatic Aid Responses, and Mutual Aid Responses for Urban Interface, Grass, and Wildland Fires.

SAMPLE BUDGET PROPOSAL				
2023 VFA GRANT APPLICATION BUDGET SHEET				
Department Name		COUNTY VFD		
PROJECT REQUEST		EQUIPMENT- Wildland PPE		
TOTAL AMOUNT		\$19,962.00		
Catalogue Part Number	Quantity Requested	Supplier	Description	Pricing
MAJ-PACII White	19	Artesia Fire	Nomex PAC II White	\$30.68
PGI-5805975	19	Artesia Fire	PGI Wildland Jackets	\$248.00
PGI-7805975	19	Artesia Fire	Wildland Pants	\$228.00
653-44251	4	Wildland Fire Master Catalog	Rogue Hoe Rake 70HR, Pro	\$61.00
651-24271	4	Wildland Fire Master Catalog	Miner's Axe, Council Tool	\$35.00
651-24201	4	Wildland Fire Master Catalog	Pulaski, Council Tool	\$60.00
651-24221	4	Wildland Fire Master Catalog	Mcleod, Council Tool	\$96.50
651-24231	4	Wildland Fire Master Catalog	Swatter, Council Tool	\$59.00
653-44591	4	Wildland Fire Master Catalog	Rogue Pick Hoe 60A	\$46.00
770-64501	4	Supply Cache	Drip Torch	\$159.75
RI-911	19	Artesia Fire	Gloves	\$57.47

**Exhibit 8**  
Wildland Fire Coordinator  
Job Description

**DEFINITION**

**This position is responsible** for implementation of county wildland fire management activities with federal, state and local government agencies, having responsibility for wildland fire management. This effort will require coordination efforts with county/municipal/tribal fire departments and community organizations, federal, state and local government agencies having responsibility for wildland fire management, including the appropriate inter-agency dispatch center.

**EXAMPLES OF WORK PERFORMED**

Tasks essential to the Wildland Fire Coordinators duties shall be as follows:

- A. Use or create Community Wildfire Protection Plan (CWPP) to develop fire protection policies and ordinances that will meet the objectives of the CWPP. Participate in wildland/urban interface assessment planning and assist in coordinating projects in communities at risk as defined within the county and in coordination with Energy Minerals and Natural Resources Department – Forestry Division and other federal, state and local government agencies and the public. Work with county fire chief and volunteer department chiefs to develop policies, guidelines, regulations and ordinances, pertaining to wildfire fire management and prevention, county-wide and within volunteer department response areas;
- B. make recommendations to the fire chief's various performance-based ideas and settings for the proper and efficient operations of the office as it pertains to wildfire protection, planning or other aspects of wildfire operations;
- C. serve as liaison to the Forestry Division in the event of a wildland fire within the county; this includes education, training, recovery and response;
- D. coordinate wildland fire management activities and participate in wildland/urban interface assessment planning and assist in coordinating projects in communities at risk as identified in the CWPP with the Forestry Division and other federal, state and local government agencies and the public.
- E. enforce county policies, regulations, guidelines and ordinances to ensure compliance with county CWPP policy, guidelines, and ordinances.
- F. participate in the New Mexico Resource Mobilization Plan coordinating group's annual meeting. Create a red card system for county fire fighters and departments in conjunction with the Incident Qualification System;
- G. assess and document countywide wildland fire and Incident Command System (ICS) training needs, and coordinate wildland fire and ICS training courses for county fire fighters, as they become available with the Forestry Division, or seek alternate sources to address training needs and meet standards of training compliance. Work with the County Fire Chief's Association (or organized wildfire protection groups) to determine basic, intermediate and advanced wildland fire fighting training courses to be provided to the association other cooperating agencies;
- H. implement the national wildland qualifications system for County fire fighters. Develop individual qualifications files to be retained by the county (including information on courses completed, identifying whether the fire fighter meets fitness requirements, etc.) for fire fighters who are wildland qualified to track training, experience, fitness and qualifications;

- I. search and apply for grants that provide funding to address Wildland/urban interface issues. Documents grant opportunities and applications;
- J. develop and implement countywide standards for wildland and structural firefighting training to make fire fighters aware of safety issues and improve their performance;
- K. develop and implement a plan for recruiting and retaining volunteer fire fighters to fight wildfires in the county;
- L. develop and implement a fire prevention plan to help minimize the number of human-caused fires and help protect wildland/urban interface areas;
- M. assist with inspections of all wildland fire fighting apparatus, and personal protective equipment and provide written inspection reports to the Forestry Division quarterly;
- N. provide written status reports to fire chief with each request for reimbursement.
- O. submit to fire chief a written report detailing the activities undertaken each month with community organizations, fire districts, the Forestry Division and federal agency cooperators;
- P. develop plans for county rural fire departments for wildland fire fighting activities;
- Q. promotes training opportunities for both volunteer firefighters and the public;
- R. upon request during an actual event, serve as assistant to the county emergency manager in performance of his duties as required;
- S. serve as liaison to state and federal agencies;
- T. upon request, review legal documents and correspondence relating to fire activities; and
- U. work with class 9 and 10 fire departments as defined by the State Fire Marshall's Office to increase ISO rating.

### **MACHINES, TOOLS AND EQUIPMENT USED**

Computer, typewriter, computer printer, two-way radio, telephone, calculator, copying machines, fax machine, file cabinets, stapler, paper cutter, binding machine, hole puncher, extension cords, step stool, magnetic erasers, VCR tapes, video cassette recorders, county or department vehicle if provided, and other machines, tools, and other equipment as may be required.

### **MATERIALS OR PRODUCTS HANDLED**

Various types of writing instruments, including instruments which contain led, various types of paper products, ink, ink ribbons, glue, tape, water, correction fluids, staples, office equipment cleaning solutions, recording tapes, computer diskettes, letter opener, ink pads, staple removers, air fresheners, labels, and paper clips.

### **QUALIFICATIONS**

High School diploma, college degree in forestry or related field a plus, minimum of two years' experience in a governmental or private setting performing in fire suppression and prevention or related positions. Individual must possess a valid New Mexico driver's license. Have a good driving record at all times while employed as an Wildland Fire Coordinator. Must have prior experience in governmental procurement and receiving of items procured through the use of government funds. This position is safety sensitive and may be subject to drug testing.

## **SKILL REQUIREMENTS**

Must be able to communicate verbally and in writing daily, must be knowledgeable and productive in the use of computers and software for completing assignments. Examples of software used include Microsoft Word, Excel, Power Point, etc.

Must be able to manage problems and motivate people to coordinate multi-agency activities, ability to meet and deal with government officials and the public, and to complete tasks under pressure and adverse conditions.

Must be able to respond to calls after hours and work in inclement working conditions. As well as attend meetings during and after hours.

Must be able to address groups of 15 or more individuals on issues involving planning, coordinating, and implementing wildland urban interface programs and trainings.

May require travel in and out of state for trainings or educational purposes.

Minimum of IC-4 or Engine/Crew Boss qualified with annual wildland fire refresher training and pack testing at the arduous level.

Understanding of NIMS and ICS systems and implementation during wildland incidents.