

Land and Water Conservation Fund (LWCF) APPLICATION PACKET

**Application deadline: 5 p.m. October 2, 2021
(Applications submitted after 5 p.m. on October 2, 2021 will not be considered for funding.)**

Only one application per entity

The funding success of each applicant will depend on the information and documentation provided in the application. The information in the application shall be clear, concise, specific, and well written to be considered for funding. Often, applications are lengthy but fail to present the specifics of the project needed by the LWCF Advisory Committee (Committee) to score the project adequately and efficiently.

Each applicant is required to submit one electronic copy in PDF format of the LWCF Application (Attachment A) and supporting documentation. The LWCF application must include all appropriate documents as outlined in the LWCF Application Checklist (Checklist) (Attachment B) and in the order demonstrated by the Checklist. This will allow LWCF staff and Committee to work through the review and evaluation process more efficiently.

The electronic copy or a functioning access link must be delivered via email to the State of New Mexico (State) LWCF Program Coordinator no later than October 2, 2021. Ineligible and incomplete applications will not be considered for funding.

Requests for technical assistance, comments, and questions shall be directed to: Robert Blankenship, LWCF Program Coordinator, (505) 570-7942, or via e-mail, robertf.blankenship@state.nm.us.

ADDITIONAL LWCF INFORMATION:

LWCF Application can be obtained online at:
<http://www.emnrd.state.nm.us/SPD/Landandwater.html>

Current New Mexico Statewide Comprehensive Outdoor Recreation Plan (SCORP):
<http://www.emnrd.state.nm.us/SPD/scorp/index.html>

LWCF Information: <https://www.nps.gov/subjects/lwcf/index.htm>

For assistance with Americans with Disabilities Act issues, contact the Access Board at 1-800-872-2253.

I. INTRODUCTION

The Land and Water Conservation Fund Act of 1965 (P.L. 85-578) created a matching grant program to stimulate, encourage, and assist states with the acquisition, development, and expansion of quality outdoor recreation areas and facilities. The Land and Water Conservation Fund Program (LWCF) is a reimbursement grant program funded by revenues generated from outer continental shelf oil and gas drilling. New Mexico is eligible to receive funding allocations from the United States Department of the Interior (DOI) whenever Congress appropriates LWCF funds for this purpose. The Energy, Minerals and Natural Resources Department (EMNRD), State Parks Division (Division) serves as the agency responsible for the LWCF and the Division is assigned administrative responsibility. The DOI manages the LWCF program through the National Park Service (NPS).

In 2021, New Mexico is allocating approximately \$1.5 million for local assistance grants to support outdoor recreation and education, education, resource protection, and wetland acquisition across the state. There are two separate grant categories so that small communities with fewer grant-writing resources do not have to compete directly with the larger metropolitan areas. The Small Grant category comprises sponsors requesting \$24,999 or less per grant application with a minimum grant request of \$15,000 (\$30,000 total project cost). The Large Grant category includes sponsors requesting \$25,000 or more per grant application with a maximum request of \$250,000 (\$500,000 total project cost).

II. APPLICANT AND PROJECT ELIGIBILITY

A. Eligible Project Applicants

The following are eligible to apply for project funding provided that all other eligibility requirements are met (*e.g.* possession of sufficient title and adequate legal control of land):

- state government agencies;
- local government agencies (municipal and county);
- tribal governments;
- public school districts;
- public community colleges and universities;
- soil and water conservation districts;
- land grants; and
- other political subdivisions.

Applicants must initially demonstrate the following to be eligible to submit:

- need for the project based on New Mexico's SCORP priorities for outdoor recreation;
- documentation of significant public involvement in the selection and planning of projects;
- adequate contract performance for past LWCF awards (see below);
- possess sufficient title and adequate legal control of the property to be within the LWCF boundary area in order to provide reasonable assurances that a conversion

pursuant to the LWCF Act (54 U.S.C. § 200305(f)(3)) will not occur without its knowledge, State review, and NPS decision; and

- evidence of the ability to supply the 50% match.

Applicants must also comply with all applicable federal laws and regulations as described in the LWCF Federal Financial Assistance Manual, Vol. 71 (available at <http://www.emnrd.state.nm.us/SPD/Landandwater.html>) and the LWCF General Provisions (Attachment C), including the National Environmental Protection Act (NEPA), Title VI of the 1964 Civil Rights Act, Americans With Disabilities Act, P.L. 101-336, 1990; the Architectural Barriers Act, P.L. 90-480 and Section 504 of the Rehabilitation Act P.L. 93-112, and must document handicapped access to proposed facilities.

Past Performance

Applicants who have received LWCF funds in the past must have demonstrated adequate performance in administering grants to be eligible to apply for current LWCF funding. An applicant will not be ruled out if a grant has never been awarded to the entity, but those applicants who have received previous grants, and have not demonstrated an ability to administer and maintain their existing sites adequately, may not meet this requirement. Applicants will be judged on past performance in the following areas: project start-up and completion time; construction progress and quality; adequacy of billing documentation, and project close out.

In addition, applicants who have received prior funding from the LWCF must demonstrate program compliance with existing project sites in order to apply for 2021 funding. Applicants in non-compliant status or unable to operate and maintain existing facilities will not be eligible to apply for LWCF funding. New proposals may be accepted if the applicant can immediately remedy discrepancies and demonstrate long-term solutions to recurring maintenance problems.

B. Eligible Project Types - Eligible projects may include but are not limited to:

- acquisition of land to be used for outdoor recreation (see below);
- development of sports and playfields such as playgrounds, ball fields, court facilities, and golf courses;
- hiking, biking, equestrian, and motorized trails;
- picnic area development;
- campground development;
- amphitheaters, band shells;
- outdoor water sports facilities including beaches and pools, and ice rinks;
- hunting or natural areas, wetlands;
- winter sports facilities such as skiing, sledding, and snowmobiling;
- fishing and boating facilities such as ramps and docks;
- development of support facilities including circulation roads, fencing, lighting, utility and sanitary systems, parking areas, restroom buildings, and landscaping for the project area; and
- extensive renovation of existing facilities when the facility is no longer useable due to age, but not due to lack of maintenance.

C. Acquisition Projects

LWCF funds can be used to purchase property for outdoor recreation development. The most common method of acquiring property is by fee simple title. This is the preferred method of acquisition since it gives the holder an absolute right to the property within limitations imposed by state or federal law. All acquisitions must conform to the Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970, P.L. 91-646.

1. Eligible Acquisitions - An acquisition project would include the purchase of a specified portion of land for outdoor recreation purposes such as a park or to expand an existing park such as: community parks, existing recreational facilities, linear parks, natural and scenic areas, and water-oriented recreation sites.
2. Ineligible Acquisitions - Historic sites and structures, museums, archaeological excavation areas, land to help meet a public school's minimum site size requirement, areas designed to be used primarily for semi-professional and professional arts and athletics, areas and facilities to be used solely for game refuges or fish production purposes, construction of indoor facilities, luxury lodges, motels, cabins, and elaborate facilities and agricultural land for preservation in agricultural purposes.

III. PROJECT SOLICITATION AND SELECTION

New Mexico's funding cycle is limited to one federal allocation every two years. This cycle begins with the announcement regarding the grant cycle and a request for applications from eligible entities. Public announcement of the availability of funding is made through a news release, the Division website, and a mass e-mailing to all eligible entities. Technical assistance is available from the Division LWCF staff during each funding cycle.

Each eligible entity completes the application and emails all required documentation to the Division's LWCF Program Coordinator. Division staff initially receive and review each application to ensure eligibility.

The Committee reviews, scores, and prioritizes each eligible application. The applications will be scored based on the criteria specified in the Open Project Selection Process (Attachment D). The Committee makes project selection recommendations to the State Liaison Officer for final State approval. The Division LWCF Program Coordinator will notify each applicant of the result of the selection process. State-approved applications will then be prepared for submittal to the NPS for final review, approval, and funding obligation. Upon NPS approval, EMNRD and successful applicants will enter into a Memorandum of Agreement (Attachment E). Projects costs incurred before an executed contract is in place may be eligible for cost reimbursement if a waiver is obtained from NPS. Note: NPS grants waivers only in certain extenuating circumstances. Applicants who choose to incur project costs prior to successfully entering into an agreement with the Division do so at their own risk. If the Division and the applicant are unable to reach an agreement on a contract, the applicant will have to bear the costs of the expenditures itself.

Grant awardees are given three years to complete the approved project and must keep

accurate and clear records of all expenditures (federal match and sponsor match) and complete the project within the terms of the contract. Project sponsors must incur the cost of budgeted items before submitting a request for reimbursement of the federal grant share of eligible costs. When the project is completed, the LWCF Program Coordinator conducts a final on-site inspection to verify compliance with the contract and LWCF Program requirements. Once all items are accounted for and adequate billing documentation is in place, final reimbursement is made to the project sponsor. The project site will be inspected every five years thereafter either through a self-inspection process or by LWCF staff, along with responsible awardees, to ensure post completion compliance responsibilities are being met on a permanent basis.

IV. APPLICATION GUIDELINES

The following items must be included in the project application packet.

A. Transmittal Letter

A letter signed by the person authorized to contractually obligate the applicant and including the following information:

1. the name, title, telephone and fax numbers, and e-mail address of the person authorized to negotiate a contract on behalf of the applicant;
2. identifies the names, titles, telephone and fax numbers, and e-mail addresses of person(s) to be contacted for clarification;
3. explicitly indicates acceptance of the General Provisions of the LWCF State and Local Assistance Program (Attachment C) and the Open Project Selection Process (Attachment D) and evaluation factors;
4. assurance that the project sponsor(s) have the minimum 50% matching funds available to complete the project within the grant term; and
5. assurance that landowner ensures public access to the project site funded by the LWCF grant in perpetuity.

B. Project Narrative

Using no more than three pages, provide a written narrative concerning applicant's proposal and include a description of the nature of the entity requesting funds; the project and location; type of acquisition or development; how the funds will be used; what applicant intends to accomplish; project history; need for project; project support; expected uses; and target audience.

C. SCORP Justification

Applications must reflect the highest recreation needs of users as identified in the SCORP. The assessment of these needs shall be based upon coordinated, long-range planning efforts and a review of the SCORP. Therefore, evidence of an applicant's recreation planning and public involvement process is requested as part of this application. The proposed project can be part of a local, county, or regional master plan prepared by the entity or part of an overall recreation plan prepared by a governmental

entity.

At minimum, the sponsor of an LWCF project grant must conduct a public opinion survey of local residents prior to the application deadline. Any reasonable survey information gathered by the sponsor will be accepted to fulfill this criterion. Information found in the 2016-2020 SCORP Resident Survey may be used, but only as a supplement to other sponsor-gathered survey information. The Committee will judge the credibility of submitted statistical data and will rank and score applications based on that judgment. To qualify for submission, survey data must have been gathered within the preceding four years.

Consideration for current grant awards will be based on attempts in the application to address the issues and priorities in the 2016-2020 SCORP, which can be found on the Division website (<http://www.emnrd.state.nm.us/SPD/scorp/index.htm>) for applicants to reference regarding their project proposal justifications. On a separate page or pages, describe how the project addresses or furthers the specific Goals, Objectives, and Actions listed in the Recommendations section of the 2016-2020 SCORP. If none of the recommendations are applicable to the applicant's project, the applicant's project may not be eligible for LWCF funding.

D. Cost Estimate Form

The cost estimate form (Attachment F) is an itemized, realistic breakdown of labor or services, equipment, and materials to be purchased and should be based on current specific costs. The applicant may add 10% contingency if so desired, and the cost of the required LWCF acknowledgement sign can also be included. Also identify items to be donated along with estimated costs at current fair market value. Be sure to indicate what work will be done by force account, in-kind, or by contract. If any labor or materials is to be donated, be sure to include a complete break down as donations are allowable as sponsor match to include cash, labor, materials, and land.

Examples of ineligible costs include the following:

- operation and maintenance costs;
- maintenance equipment such as tractors, mowers, machinery, and tools;
- ceremonial or entertainment expenses;
- publicity expenses;
- interest expenses;
- feasibility studies;
- appraisal fees;
- incidental costs for land acquisitions;
- legal fees; and
- boundary map surveys.

E. Environmental Evaluation

Projects proposed under this grant program require an environmental and cultural resource impact assessment to be carried out in accordance with the National Environmental Policy Act of 1970, along with all appropriate tribal, state, or other environmental protection rules and regulations. Compliance must be fully successfully

completed prior to a project being submitted to the NPS for final approval, but not before submitting to the State's evaluation process. All applications submitted in response to this solicitation shall describe what actions have already been taken to meet environmental compliance requirements.

Once a project is selected by the State for federal review, the project sponsor shall consult with a qualified environmental professional to assist in determining what level of environmental documentation is needed to submit the application to NPS for potential award. Pre-award costs for environmental compliance are eligible for reimbursement. Note: NPS grants waivers only in certain extenuating circumstances. Applicants who choose to incur project costs prior to successfully entering into an agreement with the Division do so at their own risk. If the Division and the applicant are unable to reach an agreement on a contract, the applicant will have to bear the costs of the expenditures themselves.

All documentation must provide evidence that the appropriate environmental investigations, agency coordination, and public involvement have been made. It must also detail any required permits, property acquisitions, property transfers, regulatory findings, and mitigation measures. Please highlight if the project proposal provides for the redesign, reconstruction, non-routine maintenance, or relocation of facilities to mitigate and minimize the impact to the natural environment.

F. Cultural Resource Evaluation

All projects must comply with Section 106 of the National Historic Preservation Act along with all local, state, and tribal rules and regulations. Documentation of coordination with the State Historic Preservation Office (SHPO) or Tribal Historic Preservation Office (THPO) is required for environmental approval. The project sponsor shall follow the compliance guidance of a contractor or agency archaeologist with a current New Mexico Annual Archaeological Survey permit. In all cases, consultation with the SHPO/THPO and all appropriate tribes is required. If a recent SHPO/THPO consultation addresses the proposed project, the project sponsor may submit the documentation to SHPO/THPO for an update and approval. All applications submitted in response to this solicitation shall describe what actions have already been taken to meet cultural resource compliance requirements.

Once the Committee selects a grant application, the project sponsor must complete cultural resource surveys (if required) resulting in SHPO/THPO concurrence. Tribal consultation will be completed by the NPS in cooperation with the project sponsor. A contract or agency archaeologist with current state or tribal permits must complete all cultural resource clearances. Technical assistance in completing cultural resource compliance can also be obtained from SHPO at (505) 827-4064 or from the Division at (505) 476-3355. In the case of a project on tribal land, the project sponsor shall consult with the THPO.

G. Permits and Approvals

Applications must contain copies or a list of all necessary local, state, tribal, or federal permits or approvals required for the proposed grant undertaking.

H. Signs

Permanent signs are required to acknowledge the federal-state-local partnership role in providing new high quality outdoor recreation areas and facilities. Signs must acknowledge cooperation between the project sponsor, Land and Water Conservation Fund Program and EMNRD, State Park Division, and use of the LWCF logo is required.

On a separate page or pages, provide information/drawing as to size, design, and placement of the sign to be erected on site. Costs related to project acknowledgement are allowable costs as part of initial capital investment and may be shared by LWCF assistance. Replacement costs as a part of project operation and maintenance are not allowable.

I. Deeds and Plats

The landowner shall be the primary applicant and provide the necessary documentation to verify ownership of the property to be developed or improved. Provide deed, legal description, and legal plat.

J. Project Location Map

Submit a map on 8-1/2 x 11 paper and an ArcMap shapefile that clearly identifies where the project is located within the city or county limits and in relation to nearby streets, highways, schools, etc. Be sure the street names are readable and indicate the project location clearly. This map is meant to be a close-up of the area where the project is located so that one could easily navigate his or her way to the site from a major landmark, highway, or intersection.

K. Boundary Site Map 6(f)(3)

Submit a map on 8-1/2x11 paper and an ArcMap shapefile as described here:

The 6(f)(3) boundary site map and ArcMap shapefile is a crucial part of any good project. The purpose of this map is to clearly and accurately delineate the designated boundary of the project site to be solely used for outdoor recreation purposes in perpetuity as stipulated by section 6(f)(3) of the LWCF Act. The map also ensures the area delineated by the boundary line is a self-sustaining recreation unit. At a minimum, the area must include a logical management unit within the park to include parking and public access. This usually means that a smaller project within an existing park will result in the 6(f)(3) boundary surrounding the entire park.

The Section 6(f)(3) boundary map or attachments as appropriate shall depict the following:

1. official park/site name, location, and LWCF project number;
2. sufficient detail to legally identify the lands to be afforded protection under

Section 6(f)(3) of the LWCF Act. The following methods of identification are acceptable: deed references; adjoining ownerships; adjoining easements and rights-of-way; public streets; adjoining water bodies or other natural landmarks; metes and bounds; and surveys. Where one or more of the above methods are not readily suited for identifying the area, measurements from permanent locators may be used. A formal survey is not required;

3. all known outstanding rights and interests in the area held by others. Known easements, deed/lease restrictions, reversionary interests, etc. are to be documented, including any area(s) under lease, name(s) of lessor and lessee, and term remaining on the lease(s);
4. when, at the time of project application, it is known that outstanding property rights held by others are or will be exercised in the foreseeable future and impact only a portion of the area to be protected under Section 6(f)(3), the impacted area must be clearly excluded from the Section 6(f)(3) map and accompanied by an explanation of why it is not intended to be under the Section 6(f)(3) provision. The remaining project area must meet all LWCF program criteria for eligibility and be a viable public outdoor recreation area;
5. approximate total acreage of the 6(f)(3) area; and
6. North arrow.

L. Floor Plans

Provide preliminary construction drawings or floor plans for all proposed structures to be included in the development. Eligible structures include, but are not limited to restrooms, storage buildings, and campground shelters. Accessible building standards must be in accordance with the Architectural Barriers Act of 1968 and the Americans with Disabilities Act.

M. Appraisal Report (**Acquisitions Only**)

An acceptable appraisal report meeting NPS Federal Financial Assistance Manual requirements must be secured before the initiation of negotiations for the purchase of any property. The cost of the appraisal is not reimbursable.

N. Written Offer to Purchase (**Acquisitions Only**)

The written offer to purchase is a statement from the project sponsor to the real property owner offering fair market value for the property.

O. Statement of Just Compensation (**Acquisitions Only**)

The applicant shall provide the owner of the property to be acquired with a written statement of the amount established as just compensation. This statement shall include a summary of the basis for that decision.

P. Waiver of Right to Just Compensation **(Acquisitions Only)**

This document is only required when property is acquired at less than the estimate of fair market value as determined by an approved appraiser. Evidence must be shown that the owner was first provided with a written offer to purchase for the full amount established as just compensation.

Attachment A

**2021 NEW MEXICO LAND AND WATER CONSERVATION GRANT PROGRAM
APPLICATION SUMMARY FORM
STATE OF NEW MEXICO, ENERGY, MINERALS AND NATURAL RESOURCES
DEPARTMENT,
STATE PARKS DIVISION**

Please complete entire application

Type of Entity Applying for Funds (Check one)					
State government	<input type="checkbox"/>	Public school district	<input type="checkbox"/>	Land grant	<input type="checkbox"/>
Local government (municipality or county)	<input type="checkbox"/>	Public community college/university	<input type="checkbox"/>	Other political subdivision	<input type="checkbox"/>
Tribal government	<input type="checkbox"/>	Soil and water conservation district	<input type="checkbox"/>		

Applicant/Sponsoring Entity

Mailing Address	City	State	Zip

County	Population Served	Congressional District	Planning District
	#		

Contact Person	Title

Telephone	Fax	E-mail

Federal Tax ID #	State Tax ID #

Project Title

Project Location (nearest town or other known landmark)

Has applicant ever received a LWCF grant?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
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Fund Amount Requested	
(use round figures)	Federal (LWCF) – 50%
	\$
	Sponsoring Entity Match – 50% (use round figures)
	\$

Total Project Cost (use round figures)	\$
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Type of Project (check one)		
Acquisition	The acquisition of land or water	<input type="checkbox"/>
Development	Development, repair, or improvement of outdoor recreation facilities or areas	<input type="checkbox"/>

Evidence of Planning	
Is this project supported by a publicly-reviewed local, county, regional, or state planning document? If so, please provide a copy of that document with this application.	YES <input type="checkbox"/> NO <input type="checkbox"/>
If a planning document does not exist, describe what type of planning activity applicant used to set outdoor recreation priorities. (Example: public meeting and minutes).	

Estimated Operation and Maintenance Budget (Indicate below the annual operation and maintenance budget allocated by the sponsoring entity to staff, operate, and maintain the proposed project.)			
CATEGORY	OPERATION	MAINTENANCE	TOTAL
Personnel	\$	\$	\$
Supplies	\$	\$	\$
Utilities	\$	\$	\$
Equipment	\$	\$	\$
Other	\$	\$	\$
TOTAL COST			\$

Schedule of Use (Indicate the operating hours the facility is open to the public)

Accessibility	
Does the project design conform with the appropriate current design standards for the Architectural Barriers Act of 1968 (Public Law 90-480); Section 504 of the Rehabilitation Act of 1973, as amended; and the Americans with Disabilities Act as required by the LWCF Act?	YES <input type="checkbox"/> NO <input type="checkbox"/>

Does the project offer close to home opportunities for all citizen groups in the project area?	YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes, describe how project will benefit the public and meet public demand below. Include identification of this project in planning document.	

Does the project improve opportunities for special populations such as youth, elderly, low income, minority, disabled, etc. in project area?	YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes, describe below.	

Does the project include easily maintained materials and vandal-resistant features?	YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes, describe below.	

Does the project include energy conservation measures in facility design or construction?	YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes, describe below.	

Does the project include site suitability considerations to minimize negative impacts and enhance sustainability?	YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes, describe below.	

Does the project duplicate or compete with other facilities in the same geographical area?	YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes, describe methods to verify need for this project, below.	

Does the project include consultation/cooperation with other entities to ensure use of outdoor recreation facilities on a community/regional/state basis?	YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes, list entities below.	

Does the proposal involve partnerships with other entities to provide outdoor recreation opportunities? (e.g. Youth Conservation Corps, Outdoor Equity Fund)	YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes, list partnerships below.	

Does the project provide active outdoor recreation opportunities promoting physical well-being within the sponsoring entity's service area?	YES <input type="checkbox"/> NO <input type="checkbox"/>
If yes, describe below.	

CERTIFICATION:

I hereby certify the information contained in this application and supporting documentation is true and correct to the best of my knowledge. I understand this application will be rated on the basis of the information provided and incorrect or

incomplete documentation will result in rejection of the application. I certify all required documentation is included herein and matching funds in the amount of \$ _____ are available for this project. I further certify project will be maintained as a viable outdoor recreational area in perpetuity. The EMNRD, State Parks Division shall be notified immediately of any changes in this signature authority. *Execution of this document constitutes an authorized signature on behalf of the sponsoring entity.*

Signature of Authorized Official

Date

Typed or Printed name of Authorized Official

Attachment B

Application Checklist

Each application for a development project must contain the following information and be submitted in the order as it appears on this list. Each item on checklist must be checked whether it is required or not applicable to your project. <u>If you are proposing an acquisition project, please contact the LWCF Program Coordinator for additional document requirements.</u> Please Note: Submit one electronic copy in PDF format with supporting documentation.	Check One		Office Use Only
	Req'd	NA	
Transmittal Letter			
Application Summary Form			
Project Narrative			
SCORP Justification			
Cost Estimate			
Environmental Resources Evaluation Documentation			
Cultural Resources Evaluation Documentation			
Applicable Permits and Approvals			
LWCF Acknowledgement Sign Specifications			
Proof of Ownership – Deeds/Plats/Etc.			
Project Area Location Map			
Project Site 6(f)(3) Map			
Floor Plans (if applicable)			
Appraisal Report (Acquisitions Only)			
Written Offer to Purchase (Acquisitions Only)			
Statement of Just Compensation (Acquisitions Only)			
Waiver of Right to Just Compensation (Acquisitions Only)			

Attachment C

LWCF PROJECT AGREEMENT: GENERAL PROVISIONS

Part I – Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual, Volume 71 (March 11, 2021).
- D. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II – Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the general, special, and LWCF provisions outlined in this award agreement and that it will further impose these provisions, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this

agreement.

- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his/her designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described and shown in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be

operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).

- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Article XVII.A.2 of the Grant Agreement to which these terms are attached.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

- A. Project Application
 - 1. The Application for Federal Assistance bearing the same project number as the Grant Agreement and associated documents is by this reference made a part of the agreement.
 - 2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
 - 3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.
- B. Project Execution
 - 1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
 - 2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
 - 3. The State will require the facility to be designed to comply with the Architectural Barriers Act of

1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

4. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project, the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee in accord with Section C below.
6. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the NPS may require.
7. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
8. The State will comply with the provisions of: Executive Order (EO) 11988, relating to evaluation of flood hazards; EO 11288, relating to the prevention, control, and abatement of water pollution, and EO 11990 relating to the protection of wetlands.
9. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated, modified, or amended by the State only by mutual agreement.
3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the project agreement has been completed by the end of the project's period of performance.
2. Within 90 calendar days after completing the project or following the Expiration Date of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XIV of this Agreement for approval by the Service prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable reimbursable costs. Upon completion of an electronic payment, the State will submit a completed "LWCF Record of Electronic Payment" form to the NPS.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

Attachment D

Open Project Selection Process

In order to allocate the Land and Water Conservation Fund (LWCF) dollars equitably, a project rating system has been developed to consider a variety of pertinent factors. The Open Project Selection Process (OPSP) uses the application as a means of selecting LWCF projects. Applications will be rated and ranked by an LWCF Selection Committee using the criteria listed within. This OPSP is part of the 2016-2020 New Mexico Statewide Comprehensive Outdoor Recreation Plan (SCORP).

To remain current with changes in outdoor recreation, the OPSP may be modified slightly from time to time. Each such change must be reviewed and approved by the National Park Service (NPS) which provides federal oversight to the LWCF State Assistance Program.

Sponsored Projects The Open Project Selection Process Overview

In the event that New Mexico offers LWCF grants through a competitive round for funding, the Energy, Minerals and Natural Resources Department, State Parks Division (Division) will solicit public review and comment on the project selection process and the priority rating system prior to implementation.

After the public comment period, the Division will inform potential LWCF applicants of the availability of LWCF funding through state and local organizations at least 30 days prior to the start of the selection process. The information provided to potential applicants at that time will include the types of areas and facilities eligible for funding, New Mexico's overall objectives for the use of funds under the LWCF grants program as found in the 2016-2020 SCORP, guidance on how to apply for LWCF assistance, and an explanation of how the State's OPSP works.

The funding cycle for projects will occur every two years on dates to be determined prior to notification of potential applicants. Potential applicants will also receive detailed information on the funding cycle before the start of the selection process.

Any project sponsor in need of technical assistance with project formulation, proposal preparation, or other matters will notify the State Liaison Officer and assistance would be provided to the extent practicable.

The project selection process will be led by the State Liaison Officer who will convene a selection committee. The selection committee will score the project funding applications based on the criteria below or a version of these criteria as amended during the public review and comment period. The State Liaison Officer will hold a record of each eligible project's ranking for public review if requested.

Preliminary Requirements

All factors in this category must be addressed affirmatively by the sponsor for further consideration to be given to the grant application.

- Projects must conform to the criteria listed in Chapter 3, Sections B and C of the LWCF State Assistance Program Manual.

- Only an eligible sponsor may submit a project application. The sponsor must own and have complete control and tenure of the property upon which the project will take place.
- An eligible sponsor is defined as any political subdivision of the State of New Mexico or tribe, which includes incorporated cities or towns, counties, conservation districts (as co-sponsors), state agencies, and tribal governments.
- The site owner (project sponsor) must be willing and capable to operate and maintain the site for outdoor recreation in perpetuity, as required by Section 6(f)3, including post-completion inspections every five years.
- A sponsor must be prepared to make full payment on all project expenses before being reimbursed for up to 50 percent of allowable costs.
- The sponsor must agree to post LWCF acknowledgement signs at all project sites. These signs will be provided by the Division and may be incorporated into the sponsor's sign.
- The sponsor must affirm that all applicable federal non-discriminatory laws, regulations, and disabled-access requirements will be met.

Scoring Criteria

1. Project Type and Use

A. Project design for multiple use (5 points). Projects that provide for a variety of uses will receive priority. Applicants must clearly show how each individual activity will be supported by the project.

Rating

5 points maximum per activity.

B. Project location (10 points). If a project is in an area with a demonstrated lack of outdoor recreation resources or is lacking a particular type of facility or amenity, the project will be given additional points.

Rating

5 points if the project is located in an area with no outdoor recreation facilities or a demonstrated lack of outdoor recreation resources compared to the population. 5 points if the project brings a particular type of facility or amenity to an area that currently lacks this type of facility or amenity.

2. Need for Project

The sponsor of an LWCF project grant must conduct a public opinion survey of local residents prior to the application deadline. Any reasonable survey information gathered by the sponsor will be accepted to fulfill this criterion. Information found in the 2016-2020 New Mexico Statewide Comprehensive Outdoor Recreation Plan Resident Survey may be used, but only as a supplement to other sponsor-gathered survey information. The LWCF Selection Committee will judge the credibility of submitted statistical data and will rank and score applications based on that judgment. To qualify for submission, survey data must have been gathered within the preceding four years.

The maximum potential score for this section is 60 points.

Addressing needs (50 Points). The Resident Survey for New Mexico's 2016-2020 SCORP identified statewide and regional recommendations. Projects that address a regional or statewide recommendation will be given additional points.

Rating

0 points if the project does not address a regional or statewide priority.

25 points if the project addresses a regional OR statewide priority.

50 points if the project addresses a regional AND statewide priority.

Special Needs (10 Points). If a special-needs project is proposed, the survey must show a favorable public response to this kind of outdoor recreation facility. Special needs may be targeted for minority populations, children, the elderly, or persons with disabilities. This should not be confused with the need to comply with the Americans with Disabilities Act on all LWCF projects.

Rating

0 points if no special needs related to the project are mentioned.

5 points if one facility included in the project targets a special need.

10 points if more than one facility included in the project targets a special need.

3. Project Application and Administration

The maximum potential score for this section is 10 points.

Rating

0 points if the application is not submitted according to specifications and required contact with the sponsor to clarify the application.

5 points if the application was received in fairly good order and required no contact with the sponsor after submission.

10 points if the application is a model of excellence.

LWCF Final Scoring Criteria

After the LWCF Selection Committee has finished scoring and ranking each individual application, there will be several additional scores allotted to eligible applicants.

4. Financial Profile

The maximum potential score for this section is 12 points.

Matching Funds (12 points). Project sponsors not using other state or eligible federal funds, but relying entirely on local agency funds or cash donations for their share of project costs, may be awarded additional points. No points need be awarded if all sponsors use the same general category of matching funds.

Rating

4 points--matching funds totally from federal sources.

8 points--matching funds partially from federal and/or state sources.

12 points--matching funds totally from local or private sources.

Note: Revenue sharing funds are considered local agency funds.

5. Project Application and Administration

A. Administration of previous projects (-20 Points). A bad record on previous LWCF projects is considered a negative factor and may result in a negative score. Factors considered include maintenance of current project sites, problems in grant administration, accounting procedures on previous grants, adherence to LWCF regulations, and timely utilization of previous grant awards. A maximum of 20 points may be deducted from an applicant's score.

B. Resubmission of a project from the last grant cycle (4 points). If during the last grant cycle an eligible project was submitted but not funded, it will be given a maximum of four points.

6. Discretionary

Subjective appraisal of the project (12 Points). A meritorious proposal that does not rank well under the conventional scoring process may be awarded points for projects that will provide long-lasting outdoor recreational benefits to community residents and to the LWCF Program. No points need be awarded if there are no appropriate candidates.

7. Grant Categories

A. There are two separate grant categories so that small communities with fewer grant-writing resources do not have to compete directly with the larger metropolitan areas. The Small Grant category comprises sponsors requesting \$24,999 or less per grant application. The Large Grant category includes sponsors requesting \$25,000 or more per grant application.

B. After the selection committee has finished scoring and ranking each application, the applications will be divided into two grant categories based on funding requests (Small Grant category and Large Grant category). The top scoring applications from each category will be transmitted to the NPS for its review and approval.

C. The amount of funds in the Small Grant category and the Large Grant category will be determined annually and is dependent upon the state's LWCF apportionment.

8. Project Cost Overruns

Project cost overruns meeting the following criteria are exempt from the OPSP. Cost overrun exemptions are determined on a case-by-case basis and may be permitted if the intent of the original project's scope remains unaltered and the sponsor supplies documented and reasonable evidence as to why the overrun occurred.

Attachment E

**MEMORANDUM OF AGREEMENT
BETWEEN THE
STATE OF NEW MEXICO,
ENERGY, MINERALS AND
NATURAL RESOURCES DEPARTMENT,
STATE PARKS DIVISION
AND
INSERT CONTRACTOR NAME**

THIS MEMORANDUM OF AGREEMENT (MOA) is made and entered into by the State of New Mexico, Energy, Minerals and Natural Resources Department (EMNRD), State Parks Division (Division) and (insert Contractor name) (Contractor).

WHEREAS, the Division, pursuant to NMSA 1978, § Sections 16-1-1 *et seq.*, and the Federal Land and Water Conservation Fund (LWCF) Act of 1965 (P.L. 88-578), is responsible for administering the LWCF program for New Mexico; and

WHEREAS, EMNRD and Contractor desire to enter into this MOA for administrative efficiency so that the project detailed in the Application (Attachment A) can be carried out through a single program,

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES THAT THE METHOD BY WHICH THIS PURPOSE SHALL BE ACCOMPLISHED IS AS FOLLOWS:

1. Contractor shall:

A. Construct or acquire [project name] as described in Attachment A, and in compliance with the regulations and policies implementing the LWCF Act and the U.S. Department of the Interior (DOI), National Park Service (NPS) LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended (available at <http://www.emnrd.state.nm.us/SPD/Landandwater.html>).

B. Notify EMNRD in writing if Contractor proposes to convert the land or facilities referenced in Paragraph 1.A. above to non-recreational uses, or in the event they become obsolete and are to be destroyed, prior to taking any action.

C. Quiet claims against title and replace property found to have defective title with other properties if this occurs after project completion pursuant to the LWCF conversion provisions found in 36 C.F.R. 59.

D. File with the county clerk where the property is located and keep a permanent record in Contractor's property records and available for public inspection to the effect that the property described in the scope of this MOA, and the signed and dated project boundary map made part of this MOA, has been acquired or developed with LWCF assistance and cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.

E. Install and maintain at least one sign acknowledging that the work involved under this MOA was financed in part by the NPS under the provisions of the LWCF in partnership with

the Division.

F. Provide a match in the amount of [match amount] dollars (\$xxxx) for this Project, as identified in Attachment A.

G. Submit requests for reimbursement on at least a quarterly schedule along with brief written progress reports to the Division as described in Attachment B.

H. Complete the Project and submit the final billing by [date].

I. Manage and maintain [project name] in compliance with the regulations and policies implementing the LWCF Act and the LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended.

J. Keep the project area reasonably open, accessible, and safe for public use.

K. Maintain the project area, as defined by the agreed-to LWCF Act Section 6(f)(3) boundary map (Attachment C), in perpetuity as an outdoor recreation area and not convert or transfer the property without EMNRD's and NPS's prior written approval and without meeting the requirements outlined in Attachment B.

2. EMNRD shall:

A. Conduct inspections or coordinate self-inspections of the Project, every five years, as required by the LWCF Act and report the results to the NPS.

B. Ensure that Contractor follows the Standards and Guidelines for the completed project as outlined in Attachment B.

3. Compensation:

A. EMNRD shall pay Contractor for services satisfactorily performed pursuant to Attachment A, and as specified below. This amount shall not exceed _____ dollars (\$ _____), including travel pursuant to Paragraph C, and New Mexico gross receipts taxes, pursuant to Paragraph D 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 and in Attachment A:

LWCF Funds:	\$xxxx
Contractor Match:	\$xxxx
Total:	\$xxxx

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.

B. EMNRD shall pay such travel expenses as may be incurred in, and that are necessary for, this MOA'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 MOA.

D. Contractor must submit detailed invoices accounting for all services performed, and expenses incurred, and which document the source and type of match, on at least a quarterly schedule. Invoices evidencing the propriety of each claim for payment must be supported by approved purchase order. Contractor's allowable costs and cost principles shall be dictated by OMB Circular A-87. If EMNRD finds that the invoice services, or expenses are not acceptable, within 30 days of receipt of written notice from Contractor that payment is requested for services received, EMNRD shall provide Contractor a letter of exception explaining the defect or objection to the invoice, services, or expenses, and outlining steps Contractor may take to provide remedial action. Upon certification by EMNRD that the invoice, services, or expenses have been received and accepted, EMNRD shall tender payment to 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.

4. Term: This MOA becomes effective on EMNRD's signature. It shall be ongoing, unless with EMNRD's prior written approval, Contractor transfers the Project to another entity, or in the event of transfer or conversion, if Contractor provides a replacement property and the parties enter into a new agreement for the new location. Any transfer or conversion requires EMNRD to obtain NPS approval to be valid.

5. Termination: EMNRD may terminate this MOA for convenience or cause prior to the first payment being made. After the initial payment, the project may be terminated, modified, or amended by EMNRD only by mutual agreement of EMNRD and NPS.

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 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 MOA. 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 MOA or assign any claims for money due or to become due under this MOA without EMNRD's prior written approval.

8. Subcontracting: Contractor shall not subcontract any portion of the services to be performed under this MOA or obligate itself in any manner to any third party, with respect to any rights or responsibilities under this MOA, 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.

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

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 MOA and all provisions required by law.

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 MOA 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 MOA.

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

11. 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 MOA. 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.

12. Amendment: This MOA shall not be altered, changed, or amended except by written instrument executed and approved by the parties hereto. EMNRD may consider, with NPS approval, amendments to add a cost overrun. Only those additional costs incurred within the project period will be considered for reimbursement.

13. Merger: This MOA 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 MOA. No prior agreement or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless as embodied in this MOA.

14. 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.

15. 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 MOA. If Contractor is found not to be in compliance with these requirements during the life of this MOA, Contractor agrees to take appropriate steps to correct these deficiencies.

16. Applicable Law: The laws of the State of New Mexico shall govern this MOA, 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 MOA, 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 MOA.

17. 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 MOA'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, the State Auditor, and NPS. 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 MOA 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 MOA and costs and expenses related to this MOA for which exception is under consideration by NPS or any authorized representative and shall continue until all potential litigation, appeals, claims, or exceptions have expired or been resolved.

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 MOA 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. To comply with state audit requirements, Contractor 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 MOA is in effect.

18. Liability: Neither party shall be responsible for liability incurred as a result of the other party's acts or omissions in connection with this MOA. Any liability incurred with this MOA is subject to the immunities and limitations of the New Mexico Tort Claims Act, NMSA 1978, §§ 41-4-1, *et seq.*, as amended.

19. Procurement, Utilization, and Disposition of Property: Contractor shall comply with NPS regulations regarding the disposition of property as specified in the LWCF State Assistance Program Federal Financial Assistance Manual (Attachment B), as may be amended.

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

21. Enforcement of Agreement: A party's failure to require strict performance of any provision of this MOA 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 MOA 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.

22. 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:

LWCF Program Coordinator
EMNRD, State Parks Division
1220 S. St. Francis Drive
Santa Fe, NM 87505

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

To the Contractor:

(insert contact info)

To Risk Management Division:

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

23. Authority: If Contractor is other than a natural person, the individual(s) signing this MOA 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.

24. Acknowledgment: Contractor shall acknowledge EMNRD and NPS as co-sponsors and funding sources in all news releases, programs, proceedings, and related publicity/publications for the project.

25. Attorney's Fees and Costs: Contractor agrees that if a court of competent jurisdiction finds Contractor has breached this MOA, or amendments hereto, or to have committed any tortious act relating to this MOA'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.

26. 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 MOA.

27. 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 MOA and as described in Attachment B.

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

C. Compliance with NMSA 1978, § 66-7-374, Texting While Driving - 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 MOA, 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. Compliance with use of Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs) - Contractor shall take affirmative steps to assure that MBEs and WBEs are used when possible as sources of supplies and services. The affirmative steps shall include the following:

- (1) including qualified MBEs/WBEs on solicitation lists;
- (2) assuring that MBEs/WBEs are solicited once they are identified;
- (3) when economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum MBE/WBE participation;
- (4) where feasible, establishing delivery schedules which will encourage MBE/WBE participation;

(5) encouraging use of the services of the U.S. Department of Commerce's Minority Business Development Agency and the U.S. Small Business Administration to identify MBEs/WBEs, as required; and

(6) if any subcontracts are to be let, requiring the subcontractor to take the affirmative steps listed above.

E. Compliance with Trafficking Victims Protection Act of 2000 - Contractor, Contractor's employees, subcontractors, and subcontractors' employees shall not:

- (1) engage in severe forms of trafficking in persons during this Agreement's term;
- (2) procure a commercial sex act during this Agreement's term; or
- (3) use forced labor in the performance of this Agreement.

E. 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.

F. 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.

G. If the value of this MOA 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.

H. If this MOA 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.

I. Contractor shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any federal financial assistance for construction or acquisition purposes, for use in any area that has been

identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency.

J. Contractor will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the MOA.

K. Whistleblower Protection:

(1) If this MOA is valued at more than \$150,000, Contractor shall inform its employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. § 4712.

(2) Contractor shall insert the substance of this clause, including this paragraph in all subcontracts over \$150,000.

L. Minimum Wages Under Executive Order 13658 (January 2015):

1. Definitions. As used in this clause:

"United States" means the 50 states and the District of Columbia.

"Worker":

a. means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and

(i) whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV),

(ii) other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 C.F.R. Part 541,

(iii) regardless of the contractual relationship alleged to exist between the individual and the employer.

b. includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c); and

c. also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

2. Executive Order Minimum Wage Rate:

a. Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this Work Plan, a minimum hourly wage rate of \$10.10 per

hour beginning January 1, 2015.

b. Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016 and annually thereafter, to meet the Secretary of Labor's annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor website) and on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute. The applicable published E.O. minimum wage is incorporated by reference into this Work Plan.

c. Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only if labor costs increase as a result of an increase in the annual E.O. minimum wage, and for associated labor costs and relevant subcontract costs. Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.

(i) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph 2.b. Contractors shall consider any subcontractor requests for such price adjustment.

(ii) EMNRD will not adjust the contract price under this clause for any costs other than those identified in paragraph 2.c., and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

d. Contractor warrants that the prices in this Work Plan do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

e. A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this Work Plan establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

f. Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 C.F.R. 10.23, Deductions.

h. Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

i. Nothing in this clause shall excuse Contractor from compliance with any applicable federal or state prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

j. Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

k. Contractor shall follow the policies and procedures in 29 C.F.R. 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than \$30 a month in tips.

l. This clause applies to workers as defined in paragraph (a). As provided in that definition:

(i) workers are covered regardless of the contractual relationship alleged to exist between Contractor or subcontractor and the worker;

(ii) workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(c) are covered; and

(iii) workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

m. This clause does not apply to:

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the Work Plan, but who are not directly engaged in performing the specific work called for by the Work Plan, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such Work Plans;

(ii) individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. § 213(a) and § 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to:-

(a) learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(a);

(b) students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. § 214(b); and

(c) those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. § 213(a)(I) and 29 C.F.R. Part 541).

n. Notice. Contractor shall notify all workers performing work on, or in connection with, this Work Plan of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, Contractor shall post notice, using the poster provided by the Administrator, which can be obtained at

www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any website that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

o. Payroll Records.

(i) Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

- (a) name, address, and social security number;
- (b) the worker's occupation(s) or classification(s);
- (c) the rate or rates of wages paid;
- (d) the number of daily and weekly hours worked by each worker;
- (e) any deductions made; and
- (f) total wages paid.

(ii) Contractor shall make records pursuant to paragraph n. of this clause available for inspection and transcription by authorized representatives of the Administrator. Contractor shall also make such records available upon request of EMNRD.

(iii) Contractor shall make a copy of the Work Plan available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(iv) Failure to comply with this paragraph n. shall be a violation of 29 C.F.R. 10.26 and this Work Plan. Upon direction of the Administrator or upon EMNRD's own action, payment shall be withheld until such time as the noncompliance is corrected.

(v) Nothing in this clause limits or otherwise modifies Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(vi) Access. Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(vii) Withholding. EMNRD, upon its own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from Contractor under this Work Plan or any other federally funded Work Plan or contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(viii) Disputes. Department of Labor has set forth in 29 C.F.R. 10.51, Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 C.F.R. Part 10. Such

disputes shall be resolved in accordance with those procedures and not the disputes clause of this Work Plan. These disputes include disputes between Contractor (or any of its subcontractors) and EMNRD, the Department of Labor, or the workers or their representatives.

(ix) Anti-retaliation. Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(x) Subcontractor compliance. Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(xi) Subcontracts. Contractor shall include the substance of this clause, including this paragraph K. in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

Option: If MOA 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 MOA 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.

28. Insurance Coverage: Contractor shall provide EMNRD a statement indicating that the activities described in Attachment A, 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 MOA. Contractor shall maintain continuous coverage of the activities described in Attachment A, so long as this MOA is in effect. Failure to maintain such coverage is reason for immediate termination of this MOA. Contractor shall notify EMNRD prior to cancellation or expiration of any insurance required under this MOA.

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 MOA.

B. Comprehensive public liability protection covering property damage and personal injury liability that may arise under this MOA 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.

C. Flood insurance as required by the Flood Disaster Protection Act of 1973 (P.L. 93-234) for insurable facilities located within special flood hazard areas for which the Federal Insurance Administration has issued a flood hazard boundary map or a flood insurance rate map.

IN WITNESS WHEREOF, the parties have herein set their hand.

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

By: _____ Date: _____
Cabinet Secretary or Designee

INSERT CONTRACTOR NAME

By: _____ Date: _____
Authorized Representative Signature

Contractor's Printed Name and Title

MOA Attachment A
Application

MOA Attachment B
LWCF Federal Financial Assistance Manual
Federal Financial Assistance Manual, Vol. 71 (available at
<http://www.emnrd.state.nm.us/SPD/Landandwater.html>)

MOA Attachment C
LWCF 6(f)(3) Boundary Map

**LWCF COST ESTIMATE
FOR PHASED PROJECT**

Applicant	Project Title	
Phase # (if the project is a phased project, please submit a separate "Phased Cost Estimate" for each phase)	Phase # _____	
Federal Match Items	Estimated Costs (use round figures)	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Subtotal (50%)	\$	
Sponsor Match Items	Estimated Costs (use round figures)	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
	\$	
Subtotal (50%)	\$	
TOTAL PROJECT COST (100%)	\$	