

**STATE OF NEW MEXICO  
DEPARTMENT OF INFORMATION TECHNOLOGY  
OFFICE OF BROADBAND ACCESS AND EXPANSION**

**Agreement #: GWEP-25-006**

**GRANT WRITING, ENGINEERING, AND PLANNING GRANT AGREEMENT**

This grant agreement (hereinafter “**Agreement**”) constitutes a state sub-award entered into by the State of New Mexico, acting through its Office of Broadband Access and Expansion (“**Office of Broadband**”), and Dona Ana County, (“**Grantee**”), collectively hereinafter referred to as the “**Parties**.”

**RECITALS**

WHEREAS, on behalf of the State, the Office of Broadband administers the Connect New Mexico Fund to provide Award funds to subrecipients to foster the deployment of broadband access across Unserved and Underserved areas in New Mexico through sustainable, scalable networks and financially viable business plans and serve the comprehensive community with high-quality, reasonably priced solutions; and

WHEREAS, the New Mexico legislature appropriated \$5,000,000 from the Connect New Mexico Fund to the Department to support the procurement of grant writing, engineering, and planning services to facilitate the process of obtaining funding from various sources that are dedicated to broadband projects; and

WHEREAS, the Office of Broadband issued a Notice regarding the Grant Writing, Engineering, and Planning (“GWEP”) grant on or about October 17, 2023, by which it sought applications from interested parties for the purpose of making subawards to subrecipients for eligible activities, pursuant to the requirements found in §1.12.21 NMAC; and

WHEREAS, Grantee submitted an application (“**Grantee’s Application**”) to GWEP on or about March 14, 2025, by which it sought Award funding for the GWEP project as described in Grantee’s Application; and

WHEREAS, based upon its review of GWEP applications, the Office of Broadband notified Grantee on or about August 28, 2025, that it intended to make a subaward to Grantee for \$100,000.00, subject to the execution of a binding legal agreement to be executed between the State of New Mexico and Grantee in accordance with NMSA §6-5-1 *et. seq.*, NMSA §13-1-1 *et. seq.*, §1.4 NMAC, and §2.20 NMAC regarding procurement and the expenditure of public monies; and

WHEREAS, Grantee has registered with the New Mexico Taxation and Registration Department, in its name as stated herein and has been issued the following BTIN 01727764007, and [Grantee has registered with the Internal Revenue Service and been issued the following EIN 85-6000281; and

WHEREAS, this Agreement is intended to be the sole and exclusive agreement between the State of New Mexico and Grantee regarding the subaward of Award funds by the State of New Mexico to Grantee, and contains the entire understanding and agreement between the Parties;

NOW, THEREFORE, it is mutually agreed by the Parties as follows:

## TERMS AND CONDITIONS

### ARTICLE 1 – DEFINITIONS

“Award” is state award dated August 28, 2025, from the State of New Mexico to the Office of Broadband Access and Expansion as described in the Recitals herein.

“Budget Period” has the meaning set forth in Article 5(C) of this Agreement.

“Business Days” means Monday through Friday, except for Federal and State holidays.

“Contract Documents” has the meaning set forth in Article 2(A) of this Agreement.

“Effective Date” has the meaning set forth in Article 5(A) of this Agreement.

“Grant” or “Grant Amount” has the meaning set forth in Article 3(A) of this Agreement.

“Performance Period” has the meaning set forth in Article 5(B) of this Agreement.

“Project” has the meaning set forth in Article 3(A) of this Agreement.

“Scope of Work” has the meaning set forth in Article 6 of this Agreement.

“Third-Party Obligation” means allowable expenditures made by Grantee pursuant to the execution of binding written obligations or purchase orders with third-party contractors or vendors for the provision of services, including professional services, or the purchase of tangible personal property and real property for the Project;

### ARTICLE 2 – CONTRACT DOCUMENTS

A. Contract Documents. The “**Contract Documents**” consist of this Agreement, any amendments to this Agreement executed in writing by the Parties, and the following exhibits, each of which is incorporated into this Agreement as though fully set forth herein:

1. Scope of Work as described in Article 6 of this Agreement (**Exhibit A**)
2. Request for Reimbursement (**Exhibit B**)

- B. Precedence. In the case of dispute or ambiguity arising between any of the Contract Documents, the terms and conditions set forth in the main body of this Agreement and its amendments shall take precedence.

### **ARTICLE 3 – GRANT AMOUNT AND USES; AVAILABILITY OF GRANT FUNDS**

- A. Grant Amount. Subject to the terms of this Agreement, the Department hereby awards exclusively to Grantee a sum not to exceed **ONE-HUNDRED THOUSAND DOLLARS and ZERO CENTS (\$100,000.00)** (the “Grant” or “Grant Amount”) to be used for the purposes of funding the GWEP project described in the Scope of Work attached as **Exhibit A** to this Agreement (the “Project”). The Grant Amount is to be used only for approved eligible costs used to obtain professional services as specified in the Scope of Work. Grantee certifies that any Project costs funded by the Grant shall not subject to reimbursement by any other state or federal funding source.
- B. Eligible Expenses. Eligible expenses for the Project shall be determined in accordance with the accounting principles identified in §2.20.5 NMAC, and may only be used to cover expenses incurred during the period of performance and for allowable closeout costs incurred during the grant closeout process. The Grant shall not be used for research and development (R&D), or indirect costs. A non-exhaustive list of eligible expenses includes:
1. Direct costs related to grant-writing for broadband infrastructure projects;
  3. Architectural and engineering design for broadband infrastructure projects;
  4. Costs related to the planning of broadband-infrastructure projects; and
  5. Costs associated with obtaining professional services for grant-writing, engineering, or planning of a broadband-infrastructure project.
- C. Ineligible Expenses. The following non-exhaustive list of expenditures are not eligible uses of the Grant:
1. Equipment or supplies;
  2. Salaries or benefits for Dona Ana County’s staff;
  3. Operations and maintenance costs;
  4. Payment of interest or principal on outstanding debt instruments, or other debt service costs;
  5. Fees or issuance costs associated with the issuance of new debt;
  6. Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring plan in a judicial, administrative, or regulatory proceeding;
  7. To support or oppose collective bargaining;
  8. Any expense for which Grantee receives other federal or state funding or reimbursement;

9. Expenditures related to land buildings, structures, improvements, or equipment; and
  10. Expenditures for any deliverable acquired from a contractor or other third party operating on Grantee's behalf to the extent such deliverable was not procured by Grantee in compliance with the procurement standards set forth in Article 3(E) of this Agreement.
- D. Availability of Grant Funds. Notwithstanding anything in this Agreement to the contrary, all obligations of the State of New Mexico hereunder, including, without limitation, the disbursement of Grant funds pursuant to this Agreement, are contingent upon continued appropriation of those funds by the New Mexico State Legislature, and in no event shall the State of New Mexico be liable for any payments or disbursements hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those Award funds, the State of New Mexico shall have the right to authorize the withholding of payment until such Award funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving Grantee written notice of such termination.
- E. Procurement. Grantee's procurement of all services under this Agreement must conform to the applicable procurement standards set forth in New Mexico Procurement Code, §§ 13-1-28 – 13-1-199. NMSA 1978, §1.4.1 NMAC, and § 1.12.21 NMAC.
- F. Overbudget. Grantee is responsible for performing to completion the entire Scope of Work even if the total actual expenditures exceed the amount of the grant, and Grantee solely assumes any financial risk the Project may come in over budget.

#### **ARTICLE 4 – NOTICE OF STATE SUBAWARD**

The Award from the State of New Mexico to the Office of Broadband Access and Expansion, dated August 28, 2025, was issued pursuant to the 2021 General Appropriation Act at Section 17(B)(2) of Chapter 140 of Laws 2021 to authorize payments to certain sub recipients from the Connect New Mexico Fund. Pursuant to the Subsection 63 of Section 5 of the General Appropriation Act of 2025, the expenditure authority for the Connect New Mexico Fund was extended through June 30, 2026.

#### **ARTICLE 5 – EFFECTIVE DATE; PERIOD OF PERFORMANCE; BUDGET PERIOD**

- A. Effective Date. This Agreement shall take effect upon execution by all parties ("**Effective Date**").
- B. Subaward Period of Performance Start and End Date. The period of performance shall start on the Effective Date and the Project must be completed by June 30, 2026 (hereinafter "**Performance Period**"). The Office of Broadband may, request approval from New Mexico State Legislature to extend the Performance Period.

- C. Subaward Budget Period Start and End Date. The budget period shall start upon the Effective Date and shall end no later than June 30, 2026 (hereinafter “**Budget Period**”). The Department will provide reimbursement for all eligible expenses incurred after the Effective Date. Costs incurred by Grantee after June 30, 2026 will not be eligible for reimbursement, and Grantee must submit to the State of New Mexico, no later than 90 calendar days (or an earlier date as agreed upon in writing by Grantee and the State of New Mexico) after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the award.
  
- D. Notice to Proceed. Once this agreement is executed, this will trigger the creation of a Purchase Order reflecting the Grant Amount for the Grantee to receive funds against. No funds shall be disbursed to the Grantee for services that precede the date on the Purchase Order, as set forth in the New Mexico Procurement Code, § 13-1-1 et seq. NMSA 1978, and accompanying regulations at § 1.4.1 NMAC

**ARTICLE 6 – SCOPE OF WORK**

Grantee’s Scope of Work, including all supporting documents (except for Grantee’s audited financial statements and *pro forma* financials) and any written modifications or reports resulting from the review by the Office of Broadband (collectively “**Scope of Work,**” attached hereto as **Exhibit A**), are incorporated into this Agreement by reference and the representations made therein are binding upon Grantee. Grantee shall engage in activities as set forth in the Scope of Work, and any changes to the Scope of Work must be approved in writing by the Office of Broadband based upon Grantee’s submission of the completed template to be published by the Office of Broadband for the purpose of requesting such changes to the Scope of Work. In considering a change request by Grantee, the Office of Broadband may consider mitigating factors not caused by Grantee and/or outside Grantee’s control. Any failure by Grantee to seek approval prior to making any change to the Scope of Work may be grounds for Project suspension or termination of this Agreement.

**ARTICLE 7 – LEGAL COMPLIANCE**

- A. Project Requirements. Grantee shall furnish all necessary management, supervision, labor, materials, tools, supplies, equipment, software, services, and/or any other act or thing required to perform and complete the Project in a full and diligent manner in accordance with the Scope of Work. Grantee’s project administration requirements shall include the following:
  - 1. Make a determination that it has the institutional, managerial and financial capability to ensure proper planning, management and completion of the Project prior to Grantee’s expenditure any portion of the Grant Amount.
  - 2. Make available to the Office of Broadband all project plans, documents, and data.
  - 3. Research and comply with all local, state, or federal laws, codes, or regulations applicable to the Project.
  - 4. Research and comply with all requirements of any local, state, or federal agency or jurisdiction that regulates or governs the Project.

5. To the extent identified in the Scope of Work and relied upon by Grantee in seeking the Grant, any partnerships with other Internet Service Provider (“ISP”), cooperatives or governmental entities, shall be identified in the Scope of Work and are made a part of and required by this Agreement.
  6. Grantee affirms that it will consult with the New Mexico Department of Transportation, the Office of Broadband, and electric utilities as well as local water sewer utilities as to any possible efficiencies that can be achieved with a “Dig Once” approach.
- B. State Requirements. Grantee acknowledges and hereby certifies that the Project shall comply with the requirements of the Appropriation and all applicable state statutes, regulations, executive orders and any other guidance issued by the State of New Mexico regarding the funds. Grantee may only use the Grant Amount in compliance with the Appropriation and § 1.12.21 NMAC regarding grant programs implemented by the Office of Broadband. Grantee shall maintain records and financial documents sufficient to evidence compliance regarding its eligible uses of funds. Grantee also agrees to comply with all other applicable state statutes, regulation and executive orders, including but not limited to applicable statutes and regulations prohibiting discrimination in programs receiving state financial assistance and all applicable environmental laws and regulations.
- C. Civil Rights Compliance. Grantee is a public contractor required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of state funds found in the Human Rights Act, NMSA §28-1-1 *et. seq.* Those requirements include ensuring a governmental entity or public contractor do not, directly or indirectly, refuse, otherwise limit or put conditions on services, or otherwise discriminate, on the basis of race, age, religion, color, national origin, ancestry, sex, sexual orientation, gender, gender identity, pregnancy, childbirth or condition related to pregnancy or childbirth, physical or mental disability, serious medical condition or spousal affiliation. Grantee agrees to, upon request, make available to the Office of Broadband such information and documentation necessary to demonstrate compliance with the Human Rights Act.
- D. Maintenance of and Access to Records. Grantee shall maintain records and financial documents sufficient to evidence compliance state laws, regulations, and related guidance, the Award, and this Agreement. The Department of Finance Administration (DFA), New Mexico Department of Justice, Office of Broadband, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Grantee in order to conduct audits or other investigations. Records shall be maintained by Grantee for a period of five (5) years after all funds have been expended or reverted to the State General Fund, whichever is later.
- E. Conflicts of Interest. Grantee understands and agrees it must maintain a conflict-of-interest policy consistent with the Governmental Conduct Act, NMSA §10-16-1 *et seq.*, and that such conflict-of-interest policy is applicable to each activity funded under this award. Grantee must disclose, in writing, to the Office of Broadband, any conflict of interest or potential conflict of interest affecting the awarded funds.

- F. False Statements. Grantee understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.
- G. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by the State of New Mexico Office of Broadband Access and Expansion.
- H. Debts Owed the State Government.
1. Any funds paid to Grantee (a) in excess of the amount to which Grantee is finally determined to be authorized to retain under the terms of the Award; (b) that are determined by the Department of Finance Administration (DFA), New Mexico Department of Justice, or Office of Broadband to have been misused; or (c) that are determined by Department of Finance Administration to be subject to a repayment obligation, and have not been repaid by Grantee, shall constitute a debt to the State of New Mexico.
  2. Any debts determined to be owed the State of New Mexico must be paid promptly by Grantee. A debt is delinquent if it has not been paid by the date specified in State’s initial written demand for payment, unless other satisfactory arrangements have been made, or if Grantee knowingly or improperly retains funds that are a debt as defined in the paragraph above. The State of New Mexico will take any actions available to it to collect such a debt.
- I. Disclaimer.
1. Grantee acknowledges and accepts that the State of New Mexico expressly disclaims any and all responsibility or liability to Grantee or third persons for the actions of Grantee or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of the Award or any contract, or subcontract under the Award.
  2. The acceptance of this Agreement by Grantee does not in any way establish an agency relationship among or between the United States, State of New Mexico, the Department, the Office of Broadband and Grantee.
- J. Protections for Whistleblowers. In accordance with the Whistleblower Protection Act, NMSA §10-16C-1 *et seq*, Grantee may not take any retaliatory action against an employee in reprisal for:
1. Disclosing to the Office of Broadband, or any other third party, an action or a failure to act that the employee believes in good faith constitutes an unlawful or improper act;
  2. Providing information to a public body as part of an investigation, hearing or inquiry into an unlawful or improper act; or

3. Objecting to or refusing to participate in an activity, policy or practice that constitutes an unlawful or improper act,

Grantee shall inform its employees in writing of the rights and remedies provided under this subsection, in the predominant native language of the workforce.

- K. Remedies. If the event of Grantee's noncompliance with the Appropriation, this Agreement, other applicable laws, regulations, executive orders, or any reporting or other program requirement, the State of New Mexico may take available remedies as set forth under the law
- L. Audit Requirements. Grantee understands that the Office of Broadband is subject to annual audit in accordance with the Audit Act, NMSA § 12-6-2 *et seq.*, and that financial records related to this Award may be subject to review. Grantee agrees to provide unrestricted access to, or produce copies of, any financial related to this award to the State Auditor, Department of Finance Administration, or designated contactor for purposes of completing the audit.

## ARTICLE 8 – DISBURSEMENT

- A. Conditions of Disbursement. The following conditions apply to the disbursement of the Grant to Grantee:
  1. Grantee's expenditures shall be made during the Budget Period and prior to the termination of this Agreement (*i.e.*, the services have been delivered and accepted and/or the services have been rendered for the Grantee);
  2. The total amount received by Grantee shall not exceed the Grant Amount;
  3. Grantee is in compliance with the terms and conditions of this Agreement to the satisfaction of the Office of Broadband; and
  4. Grantee has submitted a request for reimbursement consisting of all documentation required under this Article.
- B. Request for Reimbursement Procedures and Deadlines. Grantee shall request payment for incurred grant expenditures by submitting a request for reimbursement in the form attached hereto as **Exhibit B** (hereinafter "**Request for Reimbursement**"). Reimbursement requests are subject to the following procedures and deadlines:
  1. Grantee must submit a Request for Reimbursement that includes the Sub-Grant Agreement Number;
  2. Each Request for Reimbursement must contain proof of payment by Grantee or liabilities incurred by Grantee showing that the expenditures are valid or are liabilities incurred by Grantee in the form of actual invoices received by Grantee for Third-Party Obligations; provided, however, that the Grantee may be reimbursed for unpaid liabilities only if the Department, in its sole and absolute discretion, agrees to do so and in accordance with any special conditions imposed by the Department.
  3. In cases where Grantee is submitting a Request for Reimbursement to the Department based upon invoices received, but not yet paid, by Grantee for a Third-

Party Obligation, if the invoices comply with the provisions of this Agreement and are a valid liability of Grantee, Grantee shall make payment in-full on those Third-Party Obligations within five (5) Business Days from the date of receiving reimbursement from the Department or such shorter period of time as the Department may prescribe in writing. Grantee is required to certify to the Department proof of payment of the Third-Party Obligations within ten (10) Business Days from the date of receiving reimbursement from the Department.

4. Requests for Reimbursements on a Third-Party Obligation shall be submitted by Grantee to the Department within 30 days from the date the Third-Party Obligation was incurred as evidenced by an unpaid invoice received by the Grantee from a third-party contractor or vendor.
5. Grantee's failure to abide by the requirements herein will result in the denial of its Request for Reimbursement or will delay the processing of its Request for Reimbursement. The Department has the right to reject a reimbursement request for the Project unless and until it is satisfied that the expenditures in the Request for Reimbursement are for permissible purposes within the meaning of this Agreement. Further, the Department's right to reject any Request for Reimbursement is in addition to, and not in lieu of, any other legal or equitable remedy available to the Department due to Grantee's violation of this Agreement.

## **ARTICLE 9 – REPORTING REQUIREMENTS**

- A. Quarterly Progress Reports. No later than thirty (30) calendar days after the end of each calendar year quarter commencing on the Effective Date and ending upon Project closeout, Grantee must submit to the Office of Broadband a quarterly progress report in such form as the Office of Broadband may require. The specific data points required will be designated by the Office of Broadband in guidance to be published on the OBAE website.
- B. Close-Out Report. Grantee shall deliver a close out report to the Office of Broadband no later than ninety (90) calendar days after termination of the Agreement or expenditure of all Grant funds, whichever event occurs last. The specific data points required will be designated by the Office of Broadband in guidance to be published online.
- C. Reporting. Grantee shall comply with all applicable State of New Mexico reporting requirements necessary to comply with the Connect New Mexico Fund.

**ARTICLE 10 – LIAISONS**

All project management and coordination on behalf of the Department shall be through a single point of contact designated as the Department’s liaison. Grantee shall designate a liaison that will provide the single point of contact for management and coordination of Grantee’s work.

The liaisons for this Agreement are:

For the Department:  
Jeff Lopez  
Director of Broadband  
OBAB  
715 Alta Vista St.  
Santa Fe, NM 87505  
(505) 618-0340  
jeff.lopez@connect.nm.gov

For Grantee:  
Scott Andrews  
County Manager  
Dona Ana County  
645 N. Motel Blvd.  
Las Cruces, NM 88007  
(575) 525-6129  
scotta@donaana.gov

**ARTICLE 11 – PROJECT MONITORING**

The Office of Broadband or any of its authorized agents may monitor and inspect all phases and aspects of Grantee’s performance to determine compliance with the Scope of Work, the proper use of funds, and other technical and administrative requirements of this Agreement, including the adequacy of Grantee’s records and accounts. This section shall survive termination of this Contract.

**ARTICLE 12 – NOTICE**

All notices or communications required or permitted to be given by a Party under the provisions of this Agreement must be in writing and delivered to the other Party’s liaison identified herein in accordance with § 1.12.21.8(D) NMAC.

**ARTICLE 13 – ASSIGNMENT OF AGREEMENT; TRANSFER OF PROJECT ASSETS**

Grantee may not assign or transfer any portion of this Agreement without prior written consent by the Office of Broadband, in its sole discretion. In the event that any assets acquired, in whole or in part, with Grant funds are to be sold, leased, licensed to or operated by a private entity other than Grantee during the useful life of the assets, the sale, lease, license, or operating agreement must be approved before it may become effective by the applicable oversight entity (if any) in accordance with state and federal law or, if no oversight entity is required to approve the transaction, it must be approved before it may become effective by the Office of Broadband based on a determination whether the transaction complies with applicable state and federal law and this Agreement.

## **ARTICLE 14 –DEFAULT, CURE, TERMINATION AND REMEDIES**

- A. Default. The Department may unilaterally terminate this Agreement for default by Grantee (“**Event of Default**”) as authorized by, and subject to the requirements of, § 1.12.21.14 NMAC.
- B. Remedies. Upon the occurrence of any Event of Default and Grantee’s failure to cure said Event of Default within the applicable cure period as provided by § 1.12.21.14 NMAC, or in the event of termination by the Office of Broadband, the Office of Broadband may, in its sole discretion, exercise any right, or pursue any remedy, authorized by state or federal law, or the terms of this agreement. Such rights and remedies may include, but are not limited to, the following actions:
1. Withhold any or all payments or disbursements of the Grant to be made under this Agreement, in which event Grantee shall have no right, title, or interest in or to any of the undisbursed Grant funds;
  2. Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance;
  3. Treat the Agreement as breached and pursue any remedies at law or in equity, or both; or
  4. Demand repayment of all or a portion of the Grant funds disbursed to Grantee, plus all costs and reasonable attorney’s fees incurred by the Department in recovery proceedings.

## **ARTICLE 15 – CONFLICT OF INTEREST**

Grantee warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Grantee’s performance under this Agreement. Grantee certifies that it has followed the requirements of the Governmental Conduct Act, NMSA 1978, §§ 10-16-1 through 10-16-18, regarding contracting with a public officer, state employee or former state employee.

## **ARTICLE 16 – OWNERSHIP AND PUBLICATION OF MATERIALS**

All reports, information, data, and other materials prepared by Grantee or any of its contractors, subcontractors, or subrecipients in furtherance of this Agreement are the property of Grantee and the Office of Broadband. Both Grantee and the Office of Broadband have the royalty-free, nonexclusive, and irrevocable right to reproduce, publish, authorize others to use, and to otherwise use, in whole or part, such property and any information relating thereto. No material produced in whole or part under this Agreement may be copyrighted or patented in the United States or in any other country without the prior written approval of both the Office of Broadband and Grantee.

## **ARTICLE 17 – INSURANCE REQUIREMENTS**

- A. Professional Liability Insurance. Grantee shall provide, or require any licensed agent or contractor who provides professional engineering services within the scope of his or her license to Grantee in connection with the Project to procure and maintain professional liability (errors & omissions) coverage with a limit of \$2,000,000 per claim. If this insurance is written on a “claims made” basis, then the policy shall provide “tail coverage” for claims asserted within three (3) years after the earlier of the date of Substantial Completion or the date of termination of this Agreement.
- B. General Insurance Requirements. Insurance coverages shall be provided by a company with an A.M. Best rating of A- or better. All certificates and endorsements must be received by the Office of Broadband prior to beginning any activity provided for under this Agreement. Grantee must notify the Office of Broadband immediately of any material change in insurance coverage, such as changes in limits, coverage, or change in status of policy. The Office of Broadband reserves the right to request complete copies of Grantee’s insurance policy, including endorsements, at any time.

## **ARTICLE 18 – DEFENSE AND INDEMNIFICATION**

Grantee will defend, indemnify and hold harmless the Office of Broadband, and the State of New Mexico, and their officers, employees and agents free from all actions, proceedings, claims, demands, costs, damages, attorneys’ fees and all other liabilities and expenses of any kind from any source which may arise out of Grantee’s performance of this Agreement, which is caused, or alleged to be caused, by an act or omission of Grantee or of any agent of Grantee in the performance of this Agreement. In the event that any action, suit or proceeding related to the performance of this Agreement is brought against Grantee and/or any agent of Grantee, Grantee shall, within two (2) Business Days after Grantee receives notice thereof, notify the Department’s liaison in writing.

## **ARTICLE 19 – REPRESENTATIONS AND WARRANTIES**

Recognizing that the Department is relying hereon, Grantee represents and warrants, as of the Effective Date of this Agreement, as follows:

- A. Organization; Power, Etc. Grantee: (1) is duly organized and validly existing under the laws of the State of New Mexico; (2) is duly qualified to do business and is in good standing in the State of New Mexico; (3) has legal power to own and operate its assets and to carry on its business and to enter into and perform its obligations under this Agreement; (4) has duly and lawfully obtained and maintained all material licenses, certificates, permits, authorizations and approvals necessary to conduct its business or required by applicable laws; and (5) is eligible to obtain the financial assistance from the Department contemplated by this Agreement.

- B. Authority. The execution, delivery and performance by Grantee of this Agreement and the performance of the transactions contemplated hereby and thereby have been duly authorized by all necessary actions and do not violate any provision of law or any charter, articles of incorporation, organization documents or bylaws of Grantee or result in a breach of, or constitute a default under, any agreement, security agreement, note or other instrument to which Grantee is a party or by which it may be bound. Grantee has not received any notice from any other party to any of the foregoing that a default has occurred or that any event or condition exists that with the giving of notice or lapse of time or both would constitute such a default.
- C. Consents. No consent, approval, authorization, order, filing, qualification, license, or permit of any governmental authority is necessary in connection with the execution, delivery, performance, or enforcement of this Agreement, except such as have been obtained and are in full force and effect.
- D. Binding Agreement. Each part of this Agreement is, or when executed and delivered will be, the legal, valid, and binding obligation of Grantee, enforceable in accordance with its terms, subject only to limitations on enforceability imposed in equity or by applicable bankruptcy, insolvency, reorganization, moratorium, or similar laws affecting creditors' rights generally.
- E. Compliance with Applicable Laws. Grantee will comply with all federal, state, and local laws, rules, regulations, ordinances, codes and orders materially applicable to the performance and administration of this Agreement.
- F. Litigation. There is no pending or threatened legal, arbitration or governmental actions or proceedings to which Grantee is a party or to which any of its property is subject which, if adversely determined, could have a material adverse effect on its ability to perform its obligations hereunder.
- G. Information Submitted with Application. All information, reports, and other documents and data submitted to the Office of Broadband in connection with Grantee's Application were, at the time the same were furnished, complete, and correct in all material respects. Any financial statements or data submitted in connection with Grantee's Application present fairly, in all material respects, the financial position of Grantee and the results of its operations in conformity with standard accounting practices. Since the date thereof, there has been no material adverse change in the financial condition or operations of Grantee.

## **ARTICLE 20 – DEBARMENT**

Grantee certifies and agrees to ensure during the term of this Agreement that neither it nor its principals, contractors, subcontractors, or subrecipient entities are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any governmental department or agency.

## ARTICLE 21 – FORCE MAJEURE

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party's control including, but not limited to Acts of God, government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

## ARTICLE 22 – GENERAL PROVISIONS

- A. Applicable Law. This Agreement will be governed and interpreted according to New Mexico law and applicable federal law. Any judicial proceeding concerning this Agreement shall be brought only in the New Mexico First or Second Judicial District Court. By executing this Agreement, Grantee acknowledges and will submit to the jurisdiction of the court as stated herein over any and all such proceedings arising hereunder.
- B. Workers' Compensation. Grantee will comply with state laws and rules applicable to workers compensation benefits for its employees.
- C. Waiver. A Party's failure to require strict performance of any provision of this Agreement will not waive or diminish that Party's right thereafter to demand strict compliance with that or any other provision. No waiver by a Party of any of its rights hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.
- D. Severability. The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.
- E. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
- F. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978, §§ 12-8A-1 through 12-8A-3.

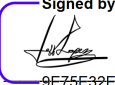
- G. Tribal Sovereignty. Nothing in this agreement shall constitute a waiver of tribal sovereignty, or be construed to limit the privileges and immunities of sovereign nations.
- H. Entire Agreement. The Contract Documents comprise the entirety of the binding agreement of the parties. They supersede all prior agreements, representations, and understandings. Any amendment must be in a written agreement signed by the Parties.

WHEREFORE, the Parties' authorized representatives sign this Agreement as follows.

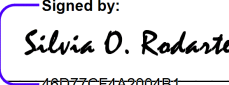
GRANTEE

By:  Signed by: \_\_\_\_\_ 10/7/2025  
9A813002C7E8418...  
 Scott Andrews Date  
 County Manager  
 Dona Ana County

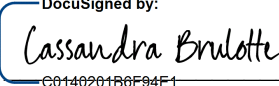
OFFICE OF BROADBAND ACCESS AND EXPANSION

By:  Signed by: \_\_\_\_\_ 10/10/2025  
9E75E32E1840434...  
 Jeff Lopez Date  
 Director  
 Office of Broadband Access and Expansion

Approved for Financial Sufficiency:

By:  Signed by: \_\_\_\_\_ 10/9/2025  
48D77CF4A2004B1...  
 Silvia Rodarte Date  
 Chief Financial Officer  
 Office of Broadband Access and Expansion

Approved for Legal Sufficiency:

By:  DocuSigned by: \_\_\_\_\_ 10/7/2025  
C0140201B8F94E1...  
 Cass Brulotte Date  
 General Counsel  
 Office of Broadband Access and Expansion

# Scope of Work

## Grant Writing, Engineering and Planning (GWEP) Assistance Grant – Dona Ana County, GWEP-25-006

**1. Project Title:**

“Grant Writing, Engineering, and Planning – Dona Ana County”

**2. Purpose(s) of Grant Award:**

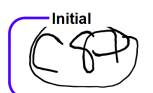
- Grant Writing
- Engineering
- Planning (e.g. network design)

**3. Award Amount:** \$100,000

**4. Description of Proposed Broadband Project:**

The Doña Ana County (DAC) GWEP project seeks to achieve a more informed analysis of where the most neglected geographic broadband service areas are located within the County so that residents can participate fully in civic life and access the resources they need to thrive online. To do so, there must be adequate connectivity resources for community members, as well as service standards that allow for full functionality. The DAC GWEP Project will re-examine the service standards available to this mostly rural region and then use the results of that survey to help formulate a revised plan for the County. It will also help the County apply for and acquire additional grant funding to bridge connectivity gaps and bring the County up to national standards.

Nearly 1 in 4 households within DAC have no financial ability to subscribe to internet services. For those who do, download speeds are substandard and well below the new standards that were set by the Federal Communications Commission (FCC) on March 14, 2024. Although the FCC initially recommended broadband speeds of 25/3 Mbps download/upload, current standards across the nation favor 100/20 Mbps download/upload or more. The new, higher standards are the result of the FCC’s annual assessment of whether advanced telecommunications capability is being deployed in a reasonable and timely fashion across the United States. In addition to deployment, the Report considers broadband affordability, adoption, and availability when determining



whether broadband is being deployed in a reasonable and timely fashion to “all Americans.” The FCC’s Report raises the benchmark for high-speed fixed broadband to download speeds of 100 megabits per second and upload speeds of 20 megabits per second—a four-fold increase from the 25/3 Mbps benchmark set by the FCC in 2015. The increase is based on the standards now used in multiple federal and state programs, consumer usage patterns, and what is actually available from and marketed by internet service providers. The Report concludes that advanced telecommunications capability is not being deployed in a reasonable and timely fashion based on the total number of Americans, Americans in rural areas, and people living on Tribal lands who lack access to such capability, and the fact that these gaps in deployment are not closing rapidly enough (FCC Report 24-27, March 14, 2024).

A survey was conducted in the County in 2022 (3,028 respondents) when the service standards were lower. The survey separated participants by: SERVED (service is at or above 100/20 Mbps); UNDERSERVED (service is less than 100/20 Mbps); UNSERVED (LOW internet, with service less than 25/3 Mbps or NO internet, with no service available). Speed test data gathered from participants WITH internet access revealed:

- 8.5% of respondents were SERVED (at or above 100/20 Mbps).
- 37% of respondents were UNDERSERVED (above 25/3 Mbps but below 100/20 Mbps).
- 54% of respondents were UNSERVED (below 25/3 Mbps).

Of respondents considered SERVED, over 55% identified as White, and the majority reported a household income of \$50,000 or more. Of respondents considered UNSERVED, 75% identified as Hispanic, and the majority reported a household income under \$21,000.

The final survey report indicated that many of the respondents reported confusion and frustration with poor service, poor choices, and high costs for inadequate and unreliable service. A majority of respondents noted price as a primary barrier. The survey process also revealed that communities and community members may need extensive education and support to expand broadband adoption and improve broadband use. Reaching and engaging the unserved and underserved requires a variety of survey methods, and since 63% of the County is bilingual (U.S. Census, 2022), these efforts must be accomplished in both English and Spanish. Community members and organizations with deep relationships in and commitments to their own communities, such as libraries and promotoras (community health workers), are vital to engaging the hardest-to-connect community members.

Since this survey was conducted, there has been no substantial change in broadband service providers or infrastructure that would dramatically alter the respondent percentages. A new survey is required against the revised service standards to determine the new percentages of those SERVED, UNDERSERVED, and UNSERVED. This information will no doubt show a dramatic increase in those without broadband service that meets the acceptable FCC standards and will assist the County in future strategy and resource allocation, as well as applying for more comprehensive and targeted telecommunications grants.

The project has two key objectives, each with measurement components to ensure the efficacy of the grant. The objectives of this project are as follows:

1. Survey County residents from rural areas within Doña Ana County to determine their level of access to broadband services and the speeds at which those services are received. The results will be analyzed, published, and disseminated as necessary as a Revised Digital Access Report. While the survey's primary focus will be on the UNSERVED, there will no doubt be UNDERSERVED areas revealed as well.

While there is not one single, universal definition, the federal government's understanding of "rural" in the context of broadband access generally emphasizes population density and limited existing infrastructure. However, the National Telecommunications and Information Administration (NTIA), which administers the Broadband Equity, Access, and Deployment (BEAD) Program, also utilizes definitions of rural that exclude areas of high population density, such as cities over 50,000 people and their adjacent urbanized areas.

2. Facilitate community input and qualitative evaluation activities post-survey to educate the County's citizenry and leadership as to the present status of broadband connectivity, and strategies to correct the situation to incorporate into a Revised Digital Access Report.

As a follow-up to the New Mexico Digital Equity Plan (2023, State of New Mexico) and the findings of the 2022 Doña Ana County Broadband Survey Report cited above, the DAC GWEP Project aims to provide the critical information needed to bridge the digital divide and ensure access to broadband for all residents. This aligns with the shared goal of the New Mexico and Doña Ana County plans to:

- Bridge the digital divide for populations that face barriers to digital connectivity.
- Provide universal access to affordable, high-speed internet.

- Provide universal access to digital skills to confidently navigate the digital landscape, with digital skills education integrating into learning programs at every stage of life.
- Access to digital technologies and online platforms designed with accessibility, with respect for New Mexico's unique cultural heritage, and access to health, government, employment, and social support services.

Additionally, DAC recently completed an expansive strategic planning process, where seven vital conditions were outlined that are designed to bring success to the County's work. One of the vital conditions is Belonging & Civic Muscle. This includes a sense of belonging and power to shape a common world and would include such things as: social support; civic association; freedom from stigma, discrimination, and oppression; support for civil rights, human rights, and civic agency; collective efficacy; vibrant arts, culture, and spiritual life; access to information; and many opportunities for civic engagement (voting, volunteering, public works, etc.). The DAC Strategic Plan was built so that County residents would have the ability to flex their civic muscle and collectively lead with the design of the County's future. The DAC GWEP survey being proposed in this grant application gives the County's IT Department the data and information needed to achieve access to information by building a foundation upon which further funding can be obtained for those very purposes.

Survey results will not only result in a Revised Digital Access Report but will also guide efforts to provide broadband access to UNSERVED populations. In essence, the County will be working with the survey as a reference in its attempt to mitigate UNSERVED areas. As ISPs provide services to the County, the survey results will pinpoint those areas with the most need. As DAC pursues more funding opportunities, the survey will be used to indicate broadband access shortages and bring light to the dramatically low numbers of individuals in the County who meet the new federal requirements. Finally, current broadband coverage maps can inaccurately state where service exists when, in many cases, it does not. The survey will provide a definitive map of service, focusing on UNSERVED populations, which in turn will drive ISP efforts and service offerings. DAC has faced a significant digital divide for several years now, characterized by limited access and affordability of high-speed internet. Slow speeds, lack of coverage outside the city limits, and uneven distribution of infrastructure hinder the County's ability to fully participate in the digital economy. Expanding access to reliable, affordable, and high-speed internet will drive economic development, foster innovation, and improve the quality of life for residents. The DAC GWEP Project will provide the information needed for the County to take a targeted approach to address the situation.

A major challenge for DAC is the lack of access to quality and affordable broadband for residents outside the city limits. Many individuals and businesses in rural areas are unable to benefit from the opportunities afforded by high-speed internet, including remote work, online education, and telehealth. Stakeholders have expressed a strong desire for increased connectivity and competition. Discussions with DAC community leaders have highlighted the disparity in broadband access between urban and rural areas, with the latter often being left behind. Price, speed, and quality are the primary concerns of residents and small businesses regarding broadband service in DAC. Broadband is a critical infrastructure component that can propel the County into the digital future. In today's technology-driven world, online access has become essential for participation in education, healthcare, government services, and economic opportunities.

From an online literacy perspective, many residents in the County lack the necessary tools and resources to connect online. The shift to virtual learning during the pandemic, combined with the growing reliance on telehealth and online government services, has highlighted the digital divide. Additionally, the agricultural economy in DAC has increasingly embraced automation and requires a workforce with technical skills that can be developed through online training. While transportation was a pre-existing challenge, the pandemic further emphasized the need for both in-person and online capabilities to ensure the success of county residents.

Basic internet access remains a significant issue, particularly in older and lower-income areas of DAC. Residents often struggle with inconsistent internet connectivity, limited capacity, and high costs. These challenges disproportionately affect vulnerable populations, such as senior citizens and single parents. Emergency services also rely heavily on broadband connectivity for command and control, coordination, and access to critical information at incident sites. Ensuring reliable broadband access in areas where emergency responders are stationed is essential for effective disaster response and public safety.

The Revised Digital Access Report, which will be an end result of this project and incorporate survey findings, will bring to the forefront the most vulnerable and in-need communities for broadband internet accessibility that will be leveraged for future planning and deployment efforts. It also will include a cost-benefit analysis for various broadband acquisition options to ensure long-term affordability for communities. Funding is key, and with the information provided by the survey under this grant, the County is better positioned to design and deploy agreements with ISP providers that are thoughtful of the financial needs of DAC's rural communities. For example, month-to-month agreements, as opposed to long-term agreements, may be more affordable for rural residents. Other agreements may include the availability of discounts,

considerations for the type of service provided, and dual offerings such as residential service versus free service at community centers.

DAC personnel have extensive experience in surveying. Obtaining input for this grant will likely require a multi-faceted approach, especially for the more rural areas. The survey team will use a digital survey, a utility bill mail stuffer survey, and “loose” surveys and/or flyers at various County locations to obtain the most widespread input (using QR codes to direct respondents to the County survey website).

For paper surveys, the following tactics have been successful in the past and will be used in this initiative:

- Paper surveys included in utility bills (with a postage-stamped return #9 envelope).
- Utility bills include wastewater and the Camino Real Regional Utility Authority (CRRUA) bills - between these two utilities, most of the County is covered.
- Utility bill usage requires substantial advance notice, which will be planned immediately upon receipt of funding.
- Handouts at in-person meetings and/or focus groups, with a QR code directing respondents to the County’s survey website.
- Handouts at pop-up events at local places of business, and community hubs (local markets, restaurants, post offices, etc. in the rural communities), with a QR code.
- Engagement of community leaders and groups to have them disseminate information and encourage participation in the survey.

For digital surveying, the following tactics will be used:

- Promotion through DAC social media, directing users to the County survey website page.
- Promotion through email blasts (using DAC’s CRM database).

Surveying may also take place through other DAC resources. For instance, the County’s Community and Constituent Services (C&CS) Division has been used in the past to send out CRM email blasts. This department maintains and oversees a CRM application allowing the County to send out these types of email blasts to residents who have opted in to their database. Another tactic will be to coordinate with local community groups and nonprofit organizations. Many of these organizations have regular circulars, newsletters, meetings, etc. Some of the rural communities that have organized or created nonprofits include: Tortugas Improvement Association; Chaparral Community Improvement Association; La Union Helping Hands; and the Doña Ana Village Association. Other groups and organizations within the County that have rural area connections include: Colonias Development Council; Tierra del Sol Housing

Corporation; Anthony Women's Intercultural Center; La Semilla Food Center; Empowerment Congress of Doña Ana County; Diocese of Las Cruces (many of the churches in the small, rural communities belong to the Diocese and receive periodic newsletters); and Camino Real Media (the Spanish publication for southern New Mexico.)

The data collected through surveying will be instrumental in developing a targeted strategy to improve broadband access across the County. Recognizing the diverse landscape, encompassing both rural and metropolitan areas, it is obvious that a one-size-fits-all approach is not feasible. The survey will provide a comprehensive understanding of current broadband availability and distribution, highlighting areas within UNSERVED or UNDERSERVED areas and identifying the specific speeds currently utilized by residents.

Upon analyzing survey results, the findings will be used to create the Revised Digital Access Report, which will be used to create a revised digital plan for the County. This plan will be a key tool in guiding procurement efforts. It will detail possible service provider scenarios, tailored to the specific needs of different regions within the County. For instance, the report will identify areas best suited for microwave deployment versus those where wireless deployment may be more practical. Crucially, the report will include a cost-benefit analysis for each scenario, enabling informed decision-making. Given the County's diverse geography, the need to work with multiple service providers will be required. The Revised Digital Access Report will outline potential partnerships, taking into account each provider's coverage area, service offerings, and cost structures. This approach ensures that the County can effectively address the unique challenges of both rural and urban communities. The report will also indicate the types of permanent or temporary products available (i.e., microwave, wireless, fiber, etc.) and will be used to guide future funding opportunities, and possible public/private partnerships. This data will be used to help the County seek out and partner with the best providers for each area. In essence, the survey data will serve as a foundation for a strategic, data-driven procurement process, ensuring that broadband solutions are effectively targeted to meet the specific needs of County residents.

Expenses incurred through this grant will include:

- 1) Online survey made available through the County website - **\$60,000**
  - Links on County department website pages, social media, email blasts, and printed materials with QR codes directed to the County website.

2) Utility bill inserts - **\$10,000**, estimated 5,000 mailers based on previous County mailouts:

- The cost per flyer @ \$1.00/ea. for 8x10 glossy, one-sided = \$5,000; plus 5,000 #9 return envelopes @ \$0.20/ea. = \$1,000; plus, estimated postage @ \$0.80/ea. = \$4,000.

3) Flyers available at various locations - 20,000 @\$1.00/ea = **\$20,000**

County offices, County meetings, Community Resource Centers, Fire/Police/EMS Stations, other agencies willing to provide flyers.

4) Translation fees for all materials into Spanish- **\$10,000**.

## **5. Timeline**

Project(s) are required to be completed by June 30, 2026, from the period of performance start date.

## **6. Reimbursements**

The awardee may submit reimbursement requests monthly or quarterly until the awarded amount is exhausted. All reimbursement requests must be submitted no later than June 30, 2026.

**NOTICE OF OBLIGATION TO REIMBURSE GRANTEE  
EXHIBIT B**

Notice of Obligation to Reimburse Grantee # \_\_\_\_\_

DATE: \_\_\_\_\_

TO: Department Representative: \_\_\_\_\_, \_\_\_\_\_

FROM: Grantee Entity: \_\_\_\_\_

Grantee Official Representative: \_\_\_\_\_

SUBJECT: Notice of Obligation to Reimburse Grantee

Grant Number: \_\_\_\_\_

Grant Termination Date: \_\_\_\_\_

As the designated representative of the Department for Grant Agreement number \_\_\_\_\_ entered into between Grantee and the Department, I certify that the Grantee has submitted to the Department the following third party obligation executed, in writing, by the third party's authorized representative:

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

Vendor or Contractor: \_\_\_\_\_

Third Party Obligation Amount: \_\_\_\_\_

I certify that the State is issuing this Notice of Obligation to Reimburse Grantee for permissible purposes within the scope of the project description, subject to all the terms and conditions of the above referenced Grant Agreement.

Grant Amount: \_\_\_\_\_

The Amount of this Notice of Obligation: \_\_\_\_\_

The Total Amount of all Previously Issued Notices of Obligation: \_\_\_\_\_

The Total Amount of all Notices of Obligation to Date: \_\_\_\_\_ \$ 0.00

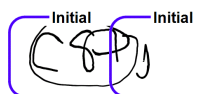
*Note: Contract amounts may exceed the total grant amount, but the invoices paid by the grant will not exceed the grant amount.*

Department Rep. Approver: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

Initial Initial  


**STATE OF NEW MEXICO**  
**Request for Payment Form**  
**Exhibit B**

**I. Grantee Information**

(Make sure information is complete & accurate)

- A. Grantee: \_\_\_\_\_
- B. Address: \_\_\_\_\_  
(Complete Mailing, including Suite, if applicable)  
\_\_\_\_\_  
City, State, Zip
- C. Contact Name/Phone #: \_\_\_\_\_
- D. Grant No: \_\_\_\_\_
- E. Project Title: \_\_\_\_\_
- F. Grant Expiration Date: \_\_\_\_\_

**II. Payment Computation**

- A. Payment Request No. \_\_\_\_\_
- B. Grant Amount: \$ 0.00
- C. AIPP Amount (If Applicable): \$ 0.00
- D. Funds Requested to Date: \$ 0.00
- E. Amount Requested this Payment: \$ 0.00
- F. Reversion Amount (If Applicable): \$ 0.00
- G. Grant Balance: \$ 0.00
- H.  CNMF     GF     GOB     STB
- I.  Final Request for Payment (if Applicable)

**III. Fiscal Year :** 2027 (July 1, 2026 - June 30, 2027)  
(The State of NM Fiscal Year is July 1, 20XX through June 30, 20XX of the following year)

**IV.  Reporting Certification:** I hereby certify to the best of my knowledge and belief, that required reporting is up to date; to include the accuracy of expenditures and grant balance, project status, project phase, achievements and milestones; and in compliance with the Grant Agreement.

**V.  Compliance Certification:** Under penalty of law, I hereby certify to the best of my knowledge and belief, the above information is correct; expenditures are properly documented, and are valid expenditures or actual receipts; and that the grant activity is in full compliance with Article IX, Sec. 14 of the New Mexico Constitution known as the "anti donation" clause.

\_\_\_\_\_  
**Grantee Fiscal Officer**  
or **Fiscal Agent** (if applicable)

\_\_\_\_\_  
**Grantee Representative**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

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

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

**(State Agency Use Only)**

Vendor Code: \_\_\_\_\_ Fund No.: \_\_\_\_\_ Loc No.: \_\_\_\_\_

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

\_\_\_\_\_  
Division Fiscal Officer                      Date

\_\_\_\_\_  
Division Project Manager                      Date

Initial Initial  
