

LETTER OF ENGAGEMENT FOR PROFESSIONAL SERVICES - ADDENDUM 1

RE: **City of Roswell, New Mexico**
New Mexico Severe Storm and Flooding
Declaration Date November 1, 2024 (DR-4843)
Incident Period: October 19 – 20, 2024
Effective Date: August 24, 2025

Disaster Recovery Services (DRS), a division of Specialty Program Group, LLC d/b/a Delivering Results & Solutions is pleased to present this Letter of Engagement (Addendum 1) to the City of Roswell, New Mexico (CLIENT) for FEMA claims recovery consulting services. This LOE is effective as of August 24, 2025 and will continue through December 31, 2027. Any extensions after December 31, 2027 will require approval of CLIENT.

Scope of Work

DRS proposes continued claims management to complete the anticipated scope of work, with the understanding that the lifecycle of FEMA claims typically evolves into multiple phases for DRS. This Addendum addresses Phase III:

Phase III – Continuation of FEMA Claims Consulting

Assist CLIENT with the **(i)** preparation, **(ii)** review, **(iii)** submittal, and **(iv)** close out of disaster cost recovery claims with FEMA. This LOE serves as a continuation of the Phase II scope of work as well as additional tasks including, but not limited to the following:

- Continuation of Category A and Category B FEMA project formulation.
- Continuation of Category C through G FEMA project formulation.
- Manage and maintain FEMA Grants Portal for all projects relating to this disaster event.
- Perform site inspections to identify and develop FEMA's DDD (description of damages and dimensions).



- Manage Essential Elements of Information (EEI) and scope surveys in FEMA Grants Portal.
- Provide detailed RS Means estimating for any repair work not completed to date (at request of CLIENT).
- Consider 50% Rule project candidates, substantial damage project candidates and/or other alternate project options like capped improved projects or fixed capped grants.
- Participate in bi-weekly meetings with FEMA.
- Participate in bi-weekly meetings with New Mexico Department of Homeland Security and Emergency Management (NM DHSEM).
- Respond to FEMA RFIs (requests for information) from the Consolidated Resource Center (CRC) or other FEMA representatives.
- Respond to NM DHSEM RFIs (requests for information).
- Prepare, collect, and organize voucher packages to support external expenditures:
 - Contracts
 - Purchase Orders
 - Quotes, estimates, or proposals
 - Inspection reports
 - Invoices
 - Proof of payment support
- Create FEMA procurement packages for post event repair contracts.
- Explore Hazard Mitigation opportunities with FEMA.
- Drive closeout process with NM DHSEM including quarterly progress reporting, reimbursement requests, advance requests, time extensions, cost overruns and final compliance reviews. This will include completing and maintaining P.4 forms, Duplication of Benefit forms and analyses, etc.
- Assist with potential appeals with FEMA.
- Assist CLIENT with Flood Recovery Task Force planning and execution for obligated FEMA projects.
- Provide FEMA project status reports to CLIENT upon request.



This LOE does not provide legal advice.

It is understood and agreed that DRS's services may include advice and recommendations; however, all decisions in connection with the implementation of such advice and recommendations are the sole responsibility of, and made by, CLIENT. Any analysis, correspondence, or documents prepared by DRS are to be used only for the purposes of this Agreement and may not be published or used for any other purpose without DRS's written consent.

Project Timing

Project timing may be contingent upon a number of factors, including:

- The time required to repair and replace damaged property;
- The period over which CLIENT must incur claim related expenses;
- The period of interruption sustained due to the loss event;
- The CLIENT'S accounting closing cycle and production of documents required to document the loss; and/or,
- FEMA's and/or DHSEM's review time.

Confidentiality

DRS anticipates that CLIENT will disclose certain technical, financial, strategic, and other proprietary and confidential information relating to its business operations and properties ("Confidential Information") to DRS for the purposes of this Agreement. DRS agrees to keep this information confidential and neither DRS nor any of its employees or agents directly or indirectly shall use any Confidential Information furnished by or on behalf of CLIENT for any purpose except in furtherance of services to be rendered by DRS pursuant to this Agreement.

Pricing and Payment

Phase III – Not-to-exceed budget of \$2,000,000



Actual fee charges to CLIENT will be based solely upon the actual hours of service provided, at rates described below.

All activities will be tracked so CLIENT may seek reimbursement of eligible DRS fees under FEMA's management cost allowance. This LOE and any subsequent scope of work task order is not reliant or contingent upon any third-party funding source.

DRS will be entitled to receive payment from CLIENT for services performed by DRS in accordance with HGAC-Contract #HP08-25 per the rates shown below.

Senior Managing Consultant/Director	\$310
Managing Consultant	\$270
FEMA Consultant	\$250
Senior Consultant	\$210
Consultant	\$175
Associate Consultant	\$150
Senior Construction Project Manager	\$295
Senior Building and Equipment Professionals	\$245
Area Construction Manager	\$205
Design Specialist	\$205
Support	\$85

- In addition to professional fees set forth above, DRS may also bill monthly for any travel expenses required. Reasonable and customary travel expenses will be tracked to the specific engagement, if necessary. If other costs originate with outside vendors, they will be passed on at their cost to us.
- DRS will provide CLIENT with consultants that have the specialized knowledge for each authorized scope of work task order. In some instances, these professionals will not be local to CLIENT and their project involvement will require travel to CLIENT's project site.
- Invoices will be sent monthly and are due upon receipt.
- DRS reserves the right to halt or terminate entirely its services until payment is received on past due invoices.



- CLIENT or DRS may terminate this Agreement, with or without cause, effective immediately upon written notice at which time DRS's obligation to render services terminates immediately and DRS is entitled to receive payment for services rendered through the date of termination.

This Agreement represents the full and complete understanding and agreement of CLIENT and DRS. Upon signed acceptance, this Letter of Engagement will govern DRS's provision of services for CLIENT.

CITY OF ROSWELL, NEW MEXICO	DISASTER RECOVERY SERVICES, A DIVISION OF SPECIALTY PROGRAM GROUP LLC
By:	By:
Name:	Name: Deb Gallagher
Title:	Title: Managing Director, PE Practice Leader
Date:	Date: