



State of New Mexico  
DEPARTMENT OF HOMELAND SECURITY &  
EMERGENCY MANAGEMENT

P.O. Box 27111  
Santa Fe, NM 87502

ITEM # 18-1325

**SUB-RECIPIENT GRANT AGREEMENT**  
**2017 Pre-Disaster Mitigation Grant (PDMC)**  
2017 Federal Grant No.: EMT-2018-PC-0006 CFDA No.: 97.047

<b>1. SUB-GRANT NO.</b>		<b>2. SUB-RECIPIENT NAME</b>		<b>3. PROJECT NAME</b>	
FEMA-PDMC-PL-06-NM-2017-01		CITY OF SANTA FE		HAZARD MITIGATION PLAN UP-DATE	
<b>4. STATE DFA VENDOR NUMBER</b>	<b>5. EIN NUMBER</b>	<b>6. DUNS NUMBER</b>		<b>7. CAGE CODE</b>	
54360	85-6000168	069420818		4C987	
<b>8. SUB-RECIPIENT PHYSICAL ADDRESS</b>			<b>9. SUB-RECIPIENT REMIT ADDRESS</b>		
200 Lincoln Avenue SANTA FE, NM 87501			PO BOX 909 SANTA FE, NM 87504		
<b>10. DHSEM CONTACT NAME:</b>		<b>11. CONTACT DESK PHONE:</b>		505-476-9626	
CATHERINE WATSON		<b>CONTACT EMAIL ADDRESS:</b>		Catherine.watson@state.nm.us	
<b>12a. PERFORMANCE PERIOD START DATE</b>		09/19/2018		<b>12b. PERFORMANCE PERIOD END DATE</b>	
				12/21/2020	
<b>13. TOTAL AWARD AMOUNT:</b>		\$50,000.00			
<b>13a. FEDERAL SHARE</b>			<b>13b. LOCAL SHARE</b>		
\$ 37,500.00			\$ 12,500.00		
<b>14a. NAME OF PROJECT AWARD</b>				<b>14b. FEDERAL AMOUNT AWARDED</b>	
1	Contracting			\$ 35,925.00	
2	Travel			\$ 1,200.00	
3	Printing and Supplies			\$ 375.00	
4				\$	
5				\$	
6				\$	
<b>TOTAL FEDERAL AMOUNT OF PROJECTS</b>				\$ 37,500.00	

## **15. RECITALS, GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS**

### **RECITALS**

**WHEREAS**, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) has been designated by the Federal Emergency Management Agency (FEMA) to serve as Recipient, and is thereby authorized to issue this agreement to the applicant, Sub-Recipient, CITY OF SANTA FE.

**WHEREAS**, funding has been obligated from the Federal Emergency Management Agency (FEMA) pursuant to a request by the applicant, Sub-Recipient, CITY OF SANTA FE.

**NOW, THEREFORE** it is mutually understood and agreed between the Recipient, DHSEM, and Sub-Recipient, CITY OF SANTA FE as follows:

### **ARTICLE 1: CONTRACT DOCUMENTS**

The following additional contract documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement:

Attachment I Required Reimbursement Checklist

2017 Pre-Disaster Mitigation Grant Notice of Funding Opportunity (DHS-17-MT-047-00-99)

PDMC Grant Application as approved by FEMA on **SEPTEMBER 19, 2018**.

#### **Special Conditions:**

**All payments shall be made upon an actual cost reimbursement basis.**

- All contracts must be pre-approved by DHSEM grant and program staff
- The Sub-Recipient shall submit and invoice along with all appropriate supporting financial and programmatic reporting documentation. Back-up for the associated 25% match is also required with each invoice submittal. RFA forms are not required.
- Reimbursements can be requested at a minimum quarterly or as needed. Each request must be accompanied by a breakdown of expenditures, based on the FEMA approved budget and listing each amount remaining per line item.
- Reimbursement requests will be held pending evaluation of financial and performance documentation.
- Final payment of 15% federal share will not be made until FEMA issues the Approval Letter.
- Quarterly Financial and Performance Reports are due on 10/15, 1/15, 4/15 and 7/15 for each year the sub-award is open. Request for reimbursement will not be processed if quarterly financial or performance reports are delinquent.

### **ARTICLE 2: SCOPE OF WORK**

As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C Sections 5121 et. seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. Section 762), CITY OF SANTA FE has been awarded funds to up-date the City Mitigation Plan. Funds shall be utilized as outlined in the approved budget as awarded by FEMA on **SEPTEMBER 19, 2018**. CITY OF SANTA FE shall match the Federal Award Amount of **\$37,500.00**, with Local Jurisdictional Amount of **\$12,500.00**, for a Total Project Cost of **\$50,000.00**. All work performed pursuant to this agreement must comply with the approved PDMC work plan. All work must be completed with the performance period, between **SEPTEMBER 19, 2018** and **DECEMBER 21, 2020**. CITY OF SANTA FE shall not sub-grant any part of this award to any other entity or organization. Within the first reporting quarter, all awards require confirmation that expenditures in the budget category toward this project will be made. If not, DHSEM may execute a de-obligation of Federal funds, without recourse by CITY OF SANTA FE.

### ARTICLE 3: PROJECT IMPLEMENTATION

Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub-Recipient must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation and funds may be de-obligated and reallocated to other projects.

### ARTICLE 4 : REPORTING REQUIREMENTS

The sub recipient, CITY OF SANTA FE shall submit timely quarterly Financial Progress Reports and a quarterly Performance Progress Report to the DHSEM Grant Specialist. Use of outdated forms will not be accepted. **Quarterly reports are due: January 15, April 15, July 15, October 15, and within the period of performance beginning after the conclusion of the first quarter of grant activity.** The final reports are due 45 days after the end of Period of Performance. Financial Progress Reports shall describe and show the status of the funds, encumbrances, receipts of program income, cash or in-kind contributions to the project, and whether or not a local match is required.

The applicant must immediately report in writing to the DHSEM Sub-Grant Analyst any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

### ARTICLE 5: REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied by a financial report form. Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and the submission of timely Financial and Performance Progress Reports. Payments may be withheld by DHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least quarterly for expenditures within the performance period. Expenditures must be supported with source documentation (e.g. copies of proof of payment, invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement if quarterly performance and fiscal reports are not timely submitted.

**Contracts:** All requests for proposals/bids, sole-source procurements, single vendor response to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.

**Local Match:** Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.

**Travel:** All reimbursable travel must be pre-approved by DHSEM 30 days prior to travel date.

**Per Diem:** Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.

#### **Non-reimbursable Expenses:**

- Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and **procurements greater than \$60,000** not pre-approved by DHSEM.
- Training and related travel costs not pre-approved by DHSEM.
- Indirect costs
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds).
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus.

- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise.
- Weapons and ammunition.
- Entertainment and sporting events.
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls.
- Travel insurance, visa, and passport charges.
- Lodging costs in excess of State per diem, as appropriate.
- Lunch when travel is wholly within a single day.
- Stand-alone working meals.
- Alcoholic beverages.
- Late fees or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund-raising, including salaries of persons while engaged in these activities.
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

#### **ARTICLE 6: PERFORMANCE MEASURES**

Quarterly Progress Reports shall demonstrate performance and progress relative to acceptable performance on applicable critical tasks:

1. Progress in achieving project timelines and milestones.
2. Percent measurable progress toward completion of project.
3. How funds have been expended during reporting period, and explaining expenditures related to the project.

#### **ARTICLE 7: SUB-RECIPIENT MONITORING POLICY**

Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review, and conduct analysis of financial, programmatic, and administrative policies, procedures, and practices. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc.. Monitoring may include desk and field audits. DHSEM will also conduct sub-recipient monitoring. Technical assistance is available from DHSEM staff.

#### **ARTICLE 8: PROCUREMENT**

When procuring property and services under this agreement, the sub-recipient will follow 2 CFR 200.318 through 2 CFR 200.326. The sub-recipient must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in 2 CFR 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 CFR 200.320. The sub-recipient may request that its procurement system be reviewed by FEMA or DHSEM to determine whether its system meets standards in order for its system to be compliant.

Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements.

Procurement transactions shall be conducted to provide maximum open and free competition. Each sole-source procurement, single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.

#### ARTICLE 9: CONTRACTS

Any contract entered into during this grant period shall comply with local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

#### ARTICLE 10: AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending \$750,000 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with 2 CFR 200 Subpart F. CITY OF SANTA FE will permit the State of New Mexico Grant and Program officials and auditors to have access to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with 2 CFR 200 Subpart F. Copies of audit findings must be submitted to DHSEM within 30 days after CITY OF SANTA FE receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

#### ARTICLE 11: PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient will follow the property standards articulated in 2 CFR 200.310 through 2 CFR 200.326. The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report shall be submitted to DHSEM annually each January 30 with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: **Purchased with funds provided by the Federal Emergency Management Agency.** No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

#### ARTICLE 12: NEPA/EHP COMPLIANCE

The sub-recipient must provide information to DHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form will not need to be provided for those exercises that are planned to take place at previously

approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

#### **ARTICLE 13: PUBLICATIONS**

Publications created with funding under this grant shall prominently contain the following statement or a DHSEM pre-approved modification: **This Document was prepared under a sub-grant from the Federal Emergency Management Agency, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the Federal Emergency Management Agency or the State of New Mexico.**

#### **ARTICLE 14: RECORDKEEPING**

**The sub-recipient will follow the record retention and access standards articulated in 2 CFR 200.333 through 2 CFR 200.337.** The grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

#### **ARTICLE 15: CHANGES TO AWARD**

All change requests must be submitted either in writing or electronically to the designated DHSEM Mitigation Specialist and ASB Sub-Grant Analyst for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, changes in the programmatic activities, purpose of the project, key personnel specified on the grant award, contractual services for activities central to the purposes of the award, requests for additional funding, change in project site, or release of special conditions, will result in an amendment to this award.

#### **ARTICLE 16: OTHER GENERAL PROVISIONS**

- A. The performance period for this grant award is **SEPTEMBER 19, 2018 through DECEMBER 21, 2020**. Further, all personnel related grant activity must be completed between **SEPTEMBER 19, 2018 and DECEMBER 21, 2020**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. **All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Progress and Financial Reports* are due.**
- B. The sub-recipient shall comply with the requirements and restrictions of the DHS Federal NOFO for PDM 2017.

By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.

- C. The signatures of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction, and are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of the Federal Emergency Management Agency.
- D. The signature of the signatory officials on this award attests to **CITY OF SANTA FE** understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. **Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.**
- E. **CITY OF SANTA FE** shall ensure the **accounting system** used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.
- F. **CITY OF SANTA FE** shall comply with **Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, Age Discrimination Act of 1975, and Americans with Disabilities Act of 1991.** **CITY OF SANTA FE** will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. *Executive Order 13347 Individuals with Disabilities in Emergency Preparedness* requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- G. **CITY OF SANTA FE** certifies that it has an **Affirmative Action Plan/Equal Employment Opportunity Plan (EEOP)** (for USDHS/DOJ grants). An EEOP is not required for recipients of less than \$25,000.00 or fewer than 50 employees.
- H. **CITY OF SANTA FE** certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- I. It is the responsibility of **CITY OF SANTA FE** as the recipient of these federal funds to fully understand and comply with the requirements of:

- **Assurances, Administrative Requirements, Cost Principles, and Audit Requirements,**

Application for Federal Assistance (SF-424), *OMB #4040-0004*; Budget Information for Non-construction Programs (SF-424A), *OMB #4040-0006*, or Budget Information for Construction Programs (SF-424C), *OMB #4040-0008*; Assurances for Non Construction Programs (SF-424B), *OMB #4040-0007*, or Assurances for Construction Programs (SF-424D), *OMB #4040-0009*; Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements (FEMA Form 20-16C), *OMB #1660-0025*; and Disclosure of Lobbying Activities (SF-LLL), *OMB #4040-0013* (if the Applicant has engaged in or intends to engage in lobbying activities). <http://www.grants.gov/web/grants/forms/sf-424-family.html> and <https://www.fema.gov/media-library/assets/documents/9754>

- **Whistleblower Protection Act,**

- 10 U.S.C Section 2409, <https://www.acquisition.gov/far/html/Subpart%203.9.html>
- 41 U.S.C. 4712, <https://www.gpo.gov/fdsys/granule/USCODE-2012-title41/USCODE-2012-title41-subtitleI-divsnC-chap47-sec4712>

- 10 U.S.C. Section 2324, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title10/USCODE-2010-title10-subtitleA-partIV-chap137-sec2324>
- 41 U. S. C. Sections 4304 <https://www.gpo.gov/fdsys/pkg/USCODE-1998-title41/html/USCODE-1998-title41-chap7-sec423.htm>
- 41 U. S. C. Sections 4310, <https://www.gpo.gov/fdsys/granule/USCODE-2011-title41/USCODE-2011-title41-subtitle-divsnC-chap43-sec4310>
- **Use of DHS Seal, Logo and Flags** - All recipients must obtain permission from their financial assistance office, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags.
- **USA Patriot Act of 2001**, 18 U.S.C. Sections 175, 175c, <https://www.gpo.gov/fdsys/pkg/BILLS-107hr3162enr/pdf/BILLS-107hr3162enr.pdf>
- **Universal Identifier and System of Award Management (SAM)**, 2 C.F.R. Part 25, Appendix A, [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr25\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr25_main_02.tpl)
- **Reporting of Matters Related to Recipient Integrity and Performance**, 2 C.F.R. Part 200, Appendix ix, XII, <https://www.federalregister.gov/documents/2015/07/22/2015-17753/guidance-for-reporting-and-use-of-information-concerning-recipient-integrity-and-performance>
- **Rehabilitation Act of 1973, 29 U.S.C. Section 794**, <https://www.gpo.gov/fdsys/pkg/USCODE-2010-title29/pdf/USCODE-2010-title29-chap16-subchapV-sec794.pdf>
- **Trafficking Victims Protection Act of 2000**, Section 106(g) 22 U.S.C. section 7104, 2 CFR Section 175.15, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title22/USCODE-2010-title22-chap78-sec7104>
- **Terrorist Financing**, <http://www.state.gov/j/ct/rls/other/des/122570.htm>
- **SAFECOM**, <https://www.dhs.gov/safecom>
- **Reporting Sub-Awards and Executive Compensation**, [http://www.ecfr.gov/cgi-bin/text-idx?SID=642add467031e0890f536fd54f4c389d&mc=true&node=ap2.1.170\\_1330.a&rgn=div9](http://www.ecfr.gov/cgi-bin/text-idx?SID=642add467031e0890f536fd54f4c389d&mc=true&node=ap2.1.170_1330.a&rgn=div9)
- **Procurement of Recovered Materials, Solid Waste Disposal Act, Resource Conservation Recovery Act**, [http://www.ecfr.gov/cgi-bin/text-idx?SID=2687e81e87f616171c67e1a97d9fe25d&node=se2.1.200\\_1322&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=2687e81e87f616171c67e1a97d9fe25d&node=se2.1.200_1322&rgn=div8)  
<https://www.epa.gov/history/epa-history-resource-conservation-and-recovery-act>,
- **Environmental Protection Agency (EPA) 40 C. F.R. Part 247**, <https://www.gpo.gov/fdsys/pkg/CFR-2012-title40-vol26/xml/CFR-2012-title40-vol26-part247.xml>
- **Patents and Intellectual Property Rights**, [http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title37/37cfr401\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title37/37cfr401_main_02.tpl)
  - Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. section 200 et seq.
  - 37 C.F.R. Part 401
  - 37 C.F.R. Section 401.14
- **PDM 2017 Notice of Funding Opportunity Requirements** - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- **Non-supplanting Requirement** - All recipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources.
- **Lobbying Prohibitions, 31 U.S.C. Section 1352**, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title31/USCODE-2010-title31-subtitleI-chap13-subchapIII-sec1352/content-detail.html>
- **Limited English Proficiency (Civil Rights Act of 1964, Title VI)**, <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited>,  
<https://www.lep.gov/>
- **Hotel and Motel Fire Safety Act of 1990**, <https://www.gpo.gov/fdsys/pkg/STATUTE-104/pdf/STATUTE-104-Pg747.pdf>, **Federal Fire Prevention and Control Act of 1974, as amended**, 15 U.S.C. Section 2225  
<http://legcounsel.house.gov/Comps/FIREPREV.PDF>



- **Fly America Act of 1974**, 49 U.S.C. Section 41102, 49 U.S.C. Section 40118  
<https://www.med.upenn.edu/orss/docs/FlyAmericaAct.pdf>, Comptroller General Decision B-138942  
<http://www.gao.gov/products/441704>
- **Best Practices for Collection and Use of Personally Identifiable Information (PII)** - DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. All recipients who collect PII are required to have a publically-available privacy policy that describes standards on the usage and maintenance of PII they collect. Award recipients may also find as a useful resource the DHS Privacy Impact Assessments: Privacy Guidance and Privacy template respectively.
- **Americans with Disabilities Act of 1990**, 42 U. S. C. Sections 12101, 12213,  
<https://www.ada.gov/pubs/adastatute08.htm>
- **Age Discrimination Act of 1975**, Title 42 U.S. Code section 6101 et,  
[https://www.dol.gov/oasam/regs/statutes/age\\_act.htm](https://www.dol.gov/oasam/regs/statutes/age_act.htm)
- **Activities Conducted Abroad** - All recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
- **Acknowledgment of Federal Funding from DHS** - All recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.
- **Federal Leadership on Reducing Text Messaging while Driving**, <https://www.whitehouse.gov/the-press-office/executive-order-federal-leadership-reducing-text-messaging-while-driving>
- **Federal Debt Status**, [https://www.whitehouse.gov/sites/default/files/omb/assets/a129/rev\\_2013/pdf/a-129.pdf](https://www.whitehouse.gov/sites/default/files/omb/assets/a129/rev_2013/pdf/a-129.pdf)
- **False Claims Act and Program Fraud Civil Remedies**, 31 U. S. C. Section 3729, 31 U. S.C. Section 3801-3812,  
<http://www.gao.gov/assets/590/587978.pdf>
- **Energy Policy and Conservation Act**, 42 U.S.C. Section 6201, <http://legcounsel.house.gov/Comps/EPCA.pdf>
- **Education Amendments of 1972 (Equal Opportunity in Education Act)**, 20 U.S.C. section 1681 et seq, 6 C.F.R. Part 17 and 44 C.F.R. Part 19, <https://www.dol.gov/oasam/regs/statutes/titleix.htm>
- **Duplication of Benefits**, 2 C.F. R. Part 200, Subpart E, <http://www.ecfr.gov/cgi-bin/text-idx?node=2:1.1.2.2.1.5&rgn=div6>
- **Drug-Free Workplace Regulations**, 41 U.S. C. section 701 et seq, 2 C.F.R Part 3001,  
[https://www.whitehouse.gov/sites/default/files/omb/assets/fedreg\\_2009/061509\\_drugfree.pdf](https://www.whitehouse.gov/sites/default/files/omb/assets/fedreg_2009/061509_drugfree.pdf)
- **Debarment and Suspension**, Executive Orders, 12549 and 12689, and 2 C.F.R. Part 180,  
[https://www.whitehouse.gov/sites/default/files/omb/assets/grants/111506\\_grants\\_full.pdf](https://www.whitehouse.gov/sites/default/files/omb/assets/grants/111506_grants_full.pdf)
- **Copyright**, 17 U.S.C. sections 401 or 402, <https://www.gpo.gov/fdsys/granule/USCODE-2010-title17/USCODE-2010-title17-chap4-sec402>
- **Civil Rights Act of 1968**, Title VIII of the Civil Rights Act of 1968, 42 U.S.C. section 3601 et seq, 24 C.F.R. Part 100, 24 C.F.R Section 100.201, <https://www.law.cornell.edu/cfr/text/24/886.313>
- **Civil Rights Act of 1964 - Title VI**, 42 U.S.C. Section 2000d et seq, 6 C.F.R. Part 21, 44 C.F.R. Part 7  
<https://www.dol.gov/oasam/regs/statutes/titlevi.htm>
- **DHS Specific Acknowledgements and Assurances**
  - All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
  - Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS.
  - Recipients must give DHS access to and the right to examine and copy, records, accounts, and other documents and sources of information related to the award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.

- Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
- Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- If, during the past three years, the recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the DHS financial assistance office and the DHS Office of Civil Rights and Civil Liberties (CRCL) by e-mail at [crcl@hg.dhs.gov](mailto:crcl@hg.dhs.gov) or by mail at **U.S. Department of Homeland Security Office for Civil Rights and Civil Liberties Building 410, Mail Stop #0190 Washington, D.C. 20528.**
- In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the DHS financial assistance office and the CRCL office by e-mail or mail at the addresses listed above.
- The United States has the right to seek judicial enforcement of these obligations.
- **Disposition of Equipment Acquired Under the Federal Award, 2 C.F.R. Section 200.313,** <https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-sec200-313>
- **National Environmental Policy Act, National Environmental Policy Act (NEPA), Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA,** <https://ceq.doe.gov/>
- **Nondiscrimination in Matters Pertaining to Faith-based Organizations, 6 C. F. R. Part 19** <https://www.federalregister.gov/documents/2015/08/06/2015-18257/nondiscrimination-in-matters-pertaining-to-faith-based-organizations>

#### **ARTICLE 17: PENALTY FOR NON COMPLIANCE**

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- (a) Unwillingness or inability to attain project goals
- (b) Unwillingness or inability to adhere to Article 19, Special Conditions.
- (c) Failure or inability to adhere to grant guidelines and federal compliance requirements
- (d) Improper procedures regarding contracts and procurements
- (e) Inability to submit reliable and/or timely reports
- (f) Management systems which do not meet federal required management standards
- (g) Failure or inability to adhere to the terms and conditions of this agreement

#### **ARTICLE 18: TERMINATION**

**For Cause:** If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide notice of five (5) days to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be

withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

**For Convenience:** This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Homeland Security (USDHS) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

***This space has been intentionally left blank.***

## ARTICLE 19: SPECIAL CONDITIONS

*\* Grant funds cannot be expended until these conditions have been met.*

- 1) **PDMC Notice of Funding Opportunity Requirements** - All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the terms and conditions of your award. All recipients must comply with any such requirements set forth in the program NOFO.
- 2) The grant award amount is a funding allocation, and is not to be interpreted as expenditure authorizations or approvals. Pre-approval from DHSEM's Mitigation Unit and Administrative Service Bureau (ASB) is required for applicable purchases regardless of any application review.
- 3) All awarded projects must be planned for, conducted, budgeted and expended within the designated performance period.
- 4) All PDMC performance activities will be monitored by the Mitigation Unit and ASB on a quarterly basis or as needed to ensure sub-recipients are conducting progressive activities to ensure project completion within the specified performance period.
- 5) Quarterly financial and progress reports are due on April 15, July 15, October 15, January 15 for each calendar year the award is open and submits to: Catherine.watson@state.nm.us.
- 6) All Budget Revisions must be reviewed and approved by the Mitigation Unit and ASB to ensure that the proposed project meets all federal and state eligibility requirements. Budget Revisions must meet the original scope of the project.
- 7) If a revision of the project(s) scope of work is requested, it must be pre-approved by the Mitigation Unit and FEMA.
- 8) The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period.
- 9) All expenditures that are incurred above and beyond the amount of this sub-grant agreement are the sole responsibility of the sub-recipient of this award.
- 10) Procurement from Minority Owned and Women Owned Business is encouraged, and must be tracked and reported to DHSEM on the quarterly reports.
- 11) Annual external audit reports must be submitted to DHSEM within 30 days of receipt by sub-recipients.
- 12) All Contracts for goods and services, to include the project scope of work, must be reviewed and approved the Mitigation Unit and ASB before execution, to include signing of contract between parties.
- 13) All requests for Sub-grant award extensions must be received at DHSEM prior to the 90-day grant award termination date. Requests for sub-grant award extensions will only be considered for documented extenuating circumstances and will be reviewed by the Mitigation Unit on a case-by-case basis.
- 14) Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted back to NMDHSEM.



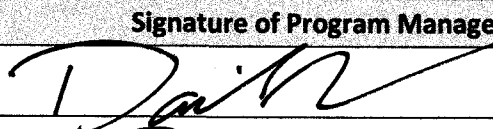
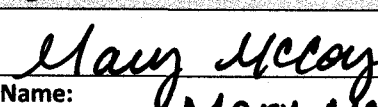
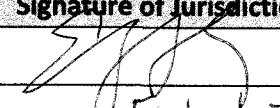
State of New Mexico  
DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT  
P.O. Box 27111  
Santa Fe, NM 87502

SUB-RECIPIENT GRANT AGREEMENT  
2017 Pre-Disaster Mitigation Grant (PDMC)

2017 Federal Grant No. EMT-2018-PC-0006 CFDA No. 97.047

The acceptance of a grant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the Sub-Recipient **CITY OF SANTA FE** to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

**SIGNATURE OF ACCEPTANCE**

JURISDICTION SIGNATURES	
Signature of Program Manager	DATE
	11/9/16
Printed Name: David Silver	
Contact Number: 505 955 6537	e-Mail Address: dmsilver@santafenm.gov
Signature of Jurisdiction Chief Financial Officer	DATE
	
Printed Name: Mary McCoy	
Contact Number: 505-955-6171	e-Mail Address: mtmccoy@santafenm.gov
Signature of Jurisdiction Signatory Official	DATE
	
Printed Name: Erik Litzenberg	
Contact Number: 505-955-6848	e-Mail Address: elitzenberg@santafenm.gov
NM DHSEM SIGNATURES	
Signature of DHSEM Grants Unit Manager	DATE
Print Name: Juanita Abeyta	
Signature of DHSEM Chief Financial Officer	DATE
Print Name: Sarah J. Peterson	
Signature of DHSEM Cabinet Secretary	DATE
Print Name: M. Jay Mitchell	

Please print two (2) originals, sign both and mail to:  
P.O. Box 27111, Santa Fe, NM 87502  
Attn: Catherine Watson

**Attachment I**  
**Required Reimbursement Checklist**

**Please Note:** DHSEM reserves the right to update this check list throughout the life of the Sub-grant to ensure compliance with applicable federal and state rules and regulations. *Please only check the categories that apply to the reimbursement you are currently requesting.*

**EQUIPMENT**

- ☐ Have all invoices been included?
- ☐ Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)

**CONSULTANTS/CONTRACTORS**

- ☐ Does the amount billed by consultant add up correctly?
- ☐ Has all appropriate documentation to denote hours worked been properly signed?
- ☐ Have copies of all planning materials and work product (e.g. meeting documents, copies of plans) been included? (If a meeting was held by recipient or contractor/consultant of recipient, an agenda and signup sheet with meeting date must be included).
- ☐ Has the invoice from consultant/contractor been included?
- ☐ Has proof of payment been included? (e.g. canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement).

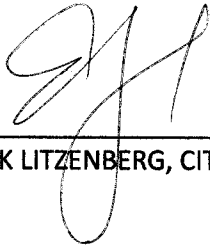
**SALARY POSITIONS (Note: this applies to positions billed under M&A)**

- ☐ Have the following been provided: signed time sheet by employee and supervisor and proof that employee was paid for time worked (statement of earnings, copy of payroll check or payroll register)?
- ☐ Has a time period summary sheet been included for total claimed amount?
- ☐ Has a general ledger payroll report been included for total claimed amount? Ensure this report includes both employee and employer payroll information (i.e. benefits/contributions).
- ☐ Does the back-up documentation include a copy of the check stub per employee for the time period covered?
- ☐ Does the back-up documentation provided match the time period for which reimbursement is being requested?

**MATCHING FUNDS (IF APPLICABLE)**

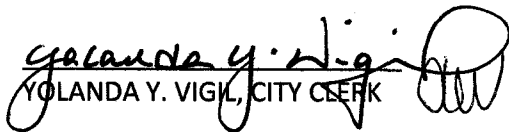
- ☐ Contributions are from Non Federal funding sources.
- ☐ Contributions are from cash or in-kind contributions which may include training investments.
- ☐ Contributions are not from salary, overtime or other operational costs unrelated to the approved scope of work.

CITY OF SANTA FE:



ERIK LITZENBERG, CITY MANAGER

ATTEST:

  
YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

  
ERIN MCSHERRY, CITY ATTORNEY

APPROVED:

  
MARY MCCOY, FINANCE DIRECTOR *AM*

Business Unit/Line Item: 22853.510300

21749.490610