



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

Item #22-0166

**SUB-RECIPIENT GRANT AGREEMENT**

Hazardous Materials Public Sector Training and Planning Grants  
 Pipeline and Hazardous Materials Safety Administration's  
**Hazardous Materials Emergency Preparedness (HMEP) Grant Program**  
 2021 Federal Grant No.: **693JK31940031HMEP** CFDA No.: **20.703**

<b>1. SUB-GRANT NO.</b>		<b>2. SUB-RECIPIENT NAME</b>		<b>3. FIDUCIARY NAME</b>	
HMEP-2021-00		City of Santa Fe		City of Santa Fe	
<b>4. STATE DFA SUPPLIER ID</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			200 Lincoln Avenue Santa Fe, NM 87501		
<b>10. DHSEM CONTACT NAME:</b>		<b>11. CONTACT DESK PHONE:</b>	505-476-9614		
Victoria L. Romero		<b>CONTACT EMAIL ADDRESS:</b>	Victoria.Romero@state.nm.us dhsem.grants@state.nm.us		
<b>12a. PERFORMANCE PERIOD START DATE</b>		October 1, 2021	<b>12b. PERFORMANCE PERIOD END DATE</b>		July 31, 2022
<b>13. TOTAL AWARD AMOUNT:</b>		\$ 32,572.00			
<b>13a. FEDERAL SHARE</b>			<b>13b. LOCAL SHARE</b>		
\$ 26,057.60			\$ 6,514.40		
<b>14a. NAME OF PROJECT AWARD</b>				<b>14b. FEDERAL AMOUNT AWARDED</b>	
1	Training			\$ 26,057.60	
2				\$	
3				\$	
4				\$	
5				\$	
6				\$	
<b>TOTAL FEDERAL AMOUNT OF PROJECTS</b>				<b>\$ 26,057.60</b>	

## 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 United States Department of Transportation (DOT) to serve as grantee, and is thereby authorized to issue this agreement to the applicant, sub-recipient, and sub-grantee, **City of Santa Fe**.

**WHEREAS**, funding has been obligated from the United States DOT pursuant to a request by the applicant, sub-recipient, and sub-grantee, **City of Santa Fe**.

NOW, THEREFORE it is mutually understood and agreed between the grantee, DHSEM, and sub-grantee, **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: 2019 Hazardous Materials Emergency Preparedness (HMEP) Grant Program Funding Opportunity Announcement (NOFO).

### ARTICLE 2: SCOPE OF WORK

As authorized by the Hazardous Materials Transportation Uniform Safety Act, the **City of Santa Fe** shall use HMEP funds to assist in preparing for all-hazards. Specifically, these funds shall be utilized by **City of Santa Fe** to "develop, improve, and carry out emergency plans" within the National Response System and the Emergency Planning and Community Right-To-Know Act of 1986. The HMEP grant program is designed to allow grantees the flexibility to implement training and planning programs that address differing needs for each location based on demographics, emergency response capabilities, commodity flow studies, and hazard analysis such as travel, lodging and per diem costs for the designated and approved staff previously identified in the HMEP grant application, and approved by the DHSEM Secretary. The **City of Santa Fe** shall provide a 20% cost share match of the total project cost. CFR-110 Cost Share for Planning and Training; All activities performed pursuant to this agreement must comply with the approved HMEP grant application. All activities must be completed within the performance period, between **October 1, 2021** and **July 31, 2022**. The **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-grantee 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 quarterly Performance Progress Report to the DHSEM Sub-grant analyst. Quarterly reports are due: April 30, July 30, October 30 & January 30. The final report is due 15 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 a local match is required. The Final Narrative Report is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required in addition to the last quarterly report.

The applicant must immediately report in writing to the DHSEM Grant Specialist 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 submitted no later than August 15, 2022. 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.). Reimbursement request will not be processed if quarterly performance and financial reports are not timely submitted.

**Contracts:** All 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. Title: Section 110.60 - Cost sharing for planning and training, Title 49 - Transportation. Subtitle B - Other Regulations Relating to Transportation, CHAPTER I - PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION, DEPARTMENT OF TRANSPORTATION, SUBCHAPTER A - HAZARDOUS MATERIALS AND OIL TRANSPORTATION, PART 110 - HAZARDOUS MATERIALS PUBLIC SECTOR TRAINING AND PLANNING GRANTS.

**Equipment:** Expenses associated with equipment purchases are not allowable.

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

**Training:** Requires DHSEM pre-approval 30 days prior to registering or participating in training opportunities.

**Exercise:** Requires submission of an After-Action Report/Improvement Plan within 60 days after conduct of exercise.

**Food and Beverages:** Per HMEP Code of Federal Regulation, allowances, food and/or beverage expenses provided by recipients are conditionally allowable based on pre-approval for:

- Working lunches for exercises or planning sessions that extend hours before and after lunchtime or that are in remote locations where food establishments are not in close proximity.
- Beverages for trainings that are in rural locations or training conducted outside where hydration is needed to ensure exercises are safely conducted.

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

- Transfer of funds between any programs.
- Purchases not approved by DHSEM
- Training and related travel costs not pre-approved by DHSEM.
- Natural Disaster Exercises (e.g., Urban Avalanches, Pandemic Flu, Cruise Ship, Wildfire, Earthquake)
- All-Hazards Warning System Drills

- Joint Terrorism Task Force (JTTF) Exercises
- Tier II Chemical Inventory Reports
- Tier II Databases
- WebEOC (EOC-Emergency Operations Center) mapping
- Public Officials Conference that does not have a tie-in to hazardous materials transportation
- Town-wide alert system
- Development and distribution of a Hazmat Calendar
- Expenses counted as match funds toward another Federal grant program or cooperative agreement
- Entertainment costs
- Foreign travel
- Purchase of cell telephone(s), except for administration of the HMEP grant at the state level
- Any costs disallowable or stated as ineligible in 49 CFR part 110
- Any cost specifically prohibited in the General Terms and Conditions of the award, or Special Terms and Conditions listed on the NGA (Remarks section)
  - Courses not related to hazmat emergency response
  - Pro Board® accreditation and certification
  - Emergency Preparedness Presentation to Child Care Providers
  - School Violence Prevention
  - Weapons of Mass Destruction (WMD) Terrorism courses
  - Weapons of Mass Destruction (WMD) Radiological Training
  - Mobile Meth Lab Training
  - Active Shooter Training
  - Pandemic Flu Exercises
  - Joint Terrorism Task Force (JTTF) Exercises
  - Equipment for the purpose of *response* operations, such as:
    - Self-Contained Breathing Apparatus (SCBA)
    - PPE (Personal Protective Equipment)
    - Monitoring Equipment
- Construction and renovation.
- 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.
- Bar charges, alcoholic beverages.
- Finance, late fees, or interest charges.
- Lobbying, political contributions, legislative liaison activities.
- Organized fund-raising, including salaries of persons while engaged in these activities.
- Land acquisition.
- 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 [City of Santa Fe](#) for resubmission.

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

Quarterly Progress Reports shall demonstrate performance and progress relative to acceptable performance on applicable critical tasks in Exercises using approved scenarios:

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 and progress of project activities. Monitoring may include desk and field audits and technical assistance is available from DHSEM staff for this requirement.

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

When procuring property and services under this agreement, the sub-recipient will follow Code of Federal Regulations Title 49 -- Transportation, Chapter I -- Pipeline and Hazardous Materials Safety Administration, Department of Transportation, Part 110 -- Hazardous Materials Public Sector Training and Planning Grants, 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 DOT or DHSEM to determine whether its system meets standards for the 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 agreement 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 marketplace. 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 \$750,000.00 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. The [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 Code of Federal Regulations Title 49 -- Transportation, Chapter I -- Pipeline and Hazardous Materials Safety Administration, Department of Transportation, Part 110 -- Hazardous Materials Public Sector Training and Planning Grants, 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 U.S. DOT. 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 [City of Santa Fe's](#) encumbrance or expenditure for that equipment.

## ARTICLE 12: NEPA/EHP COMPLIANCE

The Natural Gas Pipeline Safety Act of 1968, as amended, (NGPSA) authorizes the U.S. DOT to regulate pipeline transportation of natural (flammable, toxic, or corrosive) gas and other gases, as well as the transportation and storage of Liquefied Natural Gas (LNG). The Pipeline Safety Statute codified in 49 U.S. Code § 60101, et seq, directs US DOT to establish and enforce standards for liquefied natural gas pipeline facilities. PHMSA's regulations are found in Title 49 Code of Federal Regulations Part 193 Liquefied Natural Gas Facilities.

An LNG facility is a gas pipeline facility used for converting, transporting or storing liquefied natural gas. Many LNG facilities are subject to the regulatory and enforcement authority of the Department of Transportation through PHMSA. A simple but not complete test to determine if an LNG facility is regulated under 49 CFR Part 193 is to identify both the source and the consumer of the LNG.

Federal Energy Regulatory Commission (FERC) is responsible for authorizing the siting and construction of onshore and near-shore LNG import or export facilities under Section 3 of the Natural Gas Act. Additionally, FERC inspects peak-shaving, LNG satellite, and vehicular fuel LNG plants connected to the interstate gas transmission system. The Commission, under Section 7 of the Natural Gas Act, also issues certificates of public convenience and necessity for LNG facilities engaged in interstate natural gas transportation by pipeline. As required by the National Environmental Policy Act (NEPA), FERC prepares environmental assessments or impact statements for proposed LNG facilities under its [City of Santa Fe](#). FERC is the lead federal agency under NEPA to analyze the environmental, safety, security, and cryogenic design of proposed LNG facilities.

FERC regulations are found in Title 18 Code of Federal Regulations (18 CFR) Chapter 1, Subchapter E. LNG projects which are approved and built are subject to FERC oversight for as long as the facility is in operation. As of 2016, FERC listed 24 operational LNG facilities under its regulatory [City of Santa Fe](#). Follow this link for additional details on FERC's responsibilities in regulating LNG facilities and maps showing existing, approved, and proposed North American LNG

projects, as well as FERC **City of Santa Fe** LNG peak-shaving plants. For additional details on FERC's LNG siting process, visit <http://www.ferc.gov>.

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

Publications created with funding under this grant shall prominently contain the following statement: This Document was prepared under a sub-grant from the U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration 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 U.S. Department of Transportation 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 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. Any changes must be submitted to NMDHSEM's Technological Hazards Unit Coordinator no later than April 1, 2022. Changes to award will be based on exigent or emergency circumstances and made on a case-by-case basis, with the final determination resting with DHSEM.

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

- A. The performance period for this grant award is October 1, 2021 through July 31, 2022. Further, all personnel related grant activity must be completed between October 1, 2021 through July 31, 2022. 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 15 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 US Department of Transportation, Pipeline and Hazardous Materials Safety Administration, HMEP Grant Expenditures Guide, and State Guidelines. By signing this obligating award document, the sub-recipient certifies they have read and 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 **City of Santa Fe**, 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 U.S. DOT.

- 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 following requirements:
- The Hazardous Materials Transportation Uniform Safety Act of 1990 (P.L. 101-615)
  - Right to Know Act of 1986 (EPCRA) (42 United States Code (U.S.C.) § 11001 et. seq.
  - 49 U.S.C. § 5116
  - The Safe Transportation of Energy Product (STEP)  
The Bipartisan Budget Act of 2015, P.L. 114-74
  - All matching funds must meet the Federal requirements as described in 2 CFR § 200.306  
*Cost sharing or matching.*
  - Per 2 CFR § 200.202, non-Federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180.
  - The authorizing language of 49 U.S.C. § 5101 et. seq.
  - Program regulations found at 49 CFR part 110, Hazardous Materials Public Sector Training Planning Grants.
  - Uniform administrative requirements, cost principles, and audit requirements for Federal awards at 2 CFR part 200.
  - The applicant must comply with 49 CFR part 20, “New Restrictions of Lobbying.” 49 CFR part 20 is incorporated by reference in this award.
  - The applicant must comply with Title VI of the Civil Rights Act of 1964.
  - The applicant must comply with 49 CFR part 21, “Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964.”



- The applicant must comply with 49 CFR part 32, "Government wide Requirements for Drug-Free Workplace (Financial Assistance)," which implements the requirements of Public Law 100-690, Title Subtitle D, "Drug-Free Workplace Act of 1988."

#### **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 Special Conditions included in this agreement
- (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. DOT 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.

## ARTICLE 19: SPECIAL CONDITIONS

- 1) All 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 Technological Hazards Unit, Training and Exercise Program, and Administrative Service Bureau (ASB) is required for all purchases regardless of any application review.
- 3) All awarded projects must be planned for, conducted, budgeted and expended within the designated performance period. Additionally, at least 25% of the grant award must be expended in the first quarter for each project; some exceptions may apply.
- 4) All HMEP performance activities will be monitored by the Technological Hazards Unit 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) Final report is due 15 days after the end of Period of Performance.
- 6) The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period.
- 7) 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.
- 8) The FEMA approved National Environmental Protection Agency-Environmental Historic Preservation (NEPA/EHP) form must be submitted prior to any ground disturbance, modification to buildings, etc.
- 9) Annual external audit reports must be submitted to DHSEM within 30 days of receipt by sub-recipients.
- 10) All Contracts for goods and services, to include the project scope of work, must be reviewed and approved the Technological Hazards Unit to include signing of contract between parties.
- 11) Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted to NMDHSEM.

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**CITY OF SANTA FE:**

*John Blair*

John Blair (Apr 6, 2022 14:04 MDT)

**JOHN BLAIR, CITY MANAGER**

**ATTEST:**

*Kristine Bustos-Mihelcic*

**KRISTINE BUSTOS-MIHELICIC, CITY CLERK** <sup>XIV</sup><sub>XIV</sub>

**CITY ATTORNEY'S OFFICE:**

*Marcos Martinez*

**SENIOR ASSISTANT CITY ATTORNEY**

**APPROVED FOR FINANCES:**

*Mary McCoy*

**MARY MCCOY, FINANCE DIRECTOR**

**Munis Contract Number: 3203259**

**Munis Project Leger Number: OEM2222103 – Grant F2116** <sup>AH</sup><sub>AH</sub>