



State of New Mexico
**DEPARTMENT OF HOMELAND SECURITY &
 EMERGENCY MANAGEMENT**

P.O. Box 27111
 Santa Fe, NM 87502

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
2022 Federal Grant No.: 693JK32240024HMEP CFDA No.: 20.703

Item #23-0139

1. SUB-GRANT NO. HMEP-2022-00		2. SUB-RECIPIENT NAME City of Santa Fe		3. FIDUCIARY NAME City of Santa Fe	
4. STATE DFA SUPPLIER ID 54360		5. EIN NUMBER 85-6000168		6. UEI NUMBER QLN2YKMMJ8X6	
7. CAGE CODE 4C987		8. SUB-RECIPIENT PHYSICAL ADDRESS 200 Lincoln Ave Santa Fe, NM 87501		9. SUB-RECIPIENT REMIT ADDRESS PO Box 909 Santa Fe, NM 87504	
10. DHSEM CONTACT NAME: Victoria L. Romero		11. CONTACT DESK PHONE: 505-476-9614		CONTACT EMAIL ADDRESS: Victoria.Romero@dhsem.nm.gov dhsem.grants@dhsem.nm.gov	
12a. PERFORMANCE PERIOD START DATE April 1, 2023		12b. PERFORMANCE PERIOD END DATE September 30, 2023			
13. TOTAL AWARD AMOUNT: \$ 44,856.00		13a. FEDERAL SHARE \$ 35,884.80		13b. LOCAL SHARE \$ 8,971.20	
14a. NAME OF PROJECT AWARD		14b. FEDERAL AMOUNT AWARDED			
1	Training	\$ 35,884.80			
2		\$			
3		\$			
4		\$			
5		\$			
6		\$			
TOTAL FEDERAL AMOUNT OF PROJECTS		\$ 35,884.80			

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: 2022 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 **April 1, 2023** and **September 30, 2023**. 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 15, July 15, October 15 & January 15. 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 **both** the Quarterly Financial Progress Report and Quarterly Performance Progress Report forms. 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 NMDHSEM pending correction of deficiencies. Reimbursement of expenditures shall be requested at least quarterly for expenditures within the performance period. Final Request for Reimbursement shall be submitted no later than October 15, 2023. 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.). The NMDHSEM staff will not process reimbursements if quarterly performance progress and financial-reports are not submitted.

All reimbursements are contingent upon funds being allocated, budgeted, and encumbered for that purpose.

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.

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
- Food and Beverages provided by recipients (e.g. working lunches, beverages for trainings)
- 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 NMDHSEM Contact for review **90 days prior** to the termination of this agreement. 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 of the request. If approved by NMDHSEM, 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, change in project site, or release of special conditions, may result in an amendment to this award. Requests for changes must be submitted using the Request for Budget-Project Revision form. **No more than two budget/project revisions will be considered per subgrant agreement.**

ARTICLE 16: OTHER GENERAL PROVISIONS

- A. The performance period for this grant award is April 1, 2023 through September 30, 2023. Further, all personnel related grant activity must be completed between April 1, 2023 through September 30, 2023. 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

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 Grant Support Unit 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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State of New Mexico
Department of Homeland Security & Emergency Management
P.O. Box 27111
Santa Fe, NM 87502

The acceptance of a subgrant from the United States and the State of New Mexico creates a legal duty and obligation on the part of the subrecipient 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. By signing this obligating award document, the subrecipient certifies it has read, understood, and accepted these documents as binding.

SUBRECIPIENT SUBGRANT AGREEMENT
Signatures of Acceptance

SUB-GRANT AGREEMENT NO:	HMEP-2022-00	TOTAL AWARDED AMOUNT:	\$ 44,856.00
PERFORMANCE PERIOD START DATE:	April 1, 2023	PERFORMANCE PERIOD END DATE:	September 30, 2023
EMERGENCY MANAGEMENT PROGRAM MANAGER PRINTED NAME: Kyle Morgan			
OFFICIAL SIGNATURE: <i>Kyle Morgan</i>		DATE:	April 04, 2023
CONTACT NUMBER:		E-MAIL ADDRESS:	klmorgan@santafenm.gov
JURISDICTION CHIEF FINANCIAL OFFICER PRINTED NAME: Emily Oster			
OFFICIAL SIGNATURE: <i>Emily K. Oster</i> <small>Emily K. Oster (Apr 12, 2023 12:42 MDT)</small>		Date:	Apr 12, 2023
CONTACT NUMBER:		E-MAIL ADDRESS:	ekoster@santafenm.gov
JURISDICTION SIGNATORY OFFICIAL PRINTED NAME: John Blair			
OFFICIAL SIGNATURE: <i>John Blair</i> <small>John Blair (Apr 12, 2023 13:23 MDT)</small>		DATE:	Apr 12, 2023
CONTACT NUMBER:		E-MAIL ADDRESS:	jwblair@santafenm.gov
NMDHSEM SIGNATURES			
BUREAU CHIEF PRINTED NAME:			
BUREAU CHIEF OFFICIAL SIGNATURE / DATE:			
GRANTS UNIT MANAGER PRINTED NAME:			
GRANTS UNIT MANAGER OFFICIAL SIGNATURE / DATE:			
CABINET SECRETARY PRINTED NAME:			
CABINET SECRETARY OFFICIAL SIGNATURE / DATE:			

Print one original agreement, sign and email to your Sub Grant Analyst and copy DHSEM.Grants@dhsem.nm.gov

CITY OF SANTA FE:

John Blair

John Blair (Apr 12, 2023 13:23 MDT)

JOHN BLAIR, CITY MANAGER

ATTEST:

Kristine Bustos-Mihelcic

KRISTINE BUSTOS-MIHELIC, CITY CLERK XIV

CITY ATTORNEY'S OFFICE:

Marcos Martinez

Marcos Martinez (Apr 5, 2023 12:01 MDT)

SENIOR ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:

Emily K. Oster

Emily K. Oster (Apr 12, 2023 12:42 MDT)

EMILY OSTER, FINANCE DIRECTOR

Munis Contract Number: 3204008

Munis Project Leger Number: OEM322102 AH
AH



City of Santa Fe, New Mexico

Memorandum



DATE: April 04, 2023

TO: John Blair, City Manager

VIA: Emily Oster, Finance Department Director
Travis Dutton-Leyda, Chief Procurement Officer
Kyra Ochoa, Director Community Health, and Safety Department *KO*

FROM: Kyle Morgan, Emergency Management Specialist, Emergency Management and Safety *KM*

ITEM AND ISSUE:

2022 Hazardous Materials Emergency Preparedness Grant Request for the Approval of Sub-grant Agreement HMEP-2021-00 and Budget Adjustment Request (BAR) in the Total Amount of \$44,856.00 for a Period of Performance of April 1, 2023, to September 30, 2023; New Mexico Department of Homeland Security and Emergency Management; Brian Williams, bgwilliams@santafenm.gov, 505-469-1484.

BACKGROUND AND SUMMARY:

The Hazardous Materials Emergency Preparedness Grant (HMEP) is a US DOT funded grant, sub-granted by the NM Department of Homeland Security and Emergency Management. This grant has an 80% Federal Share and a 20% Local Share.

This grant funding will be used to support the training and certification of Santa Fe Airport firefighters. Airport firefighters are required by FAA regulations to complete Aircraft Rescue Firefighting (ARFF) Training and to complete an annual "live burn" for recertification.

Cost for this project will include, registration, per diem and transportation.

The Fire Department will use State Fire Funds to cover the local share of this agreement.

PROCUREMENT METHOD:

This training, particularly the "live burn" is only offered at a handful of very specialized training centers. The Dallas-Ft. Worth Airport (DFW) is the premier center for aircraft firefighting training. Santa Fe Fire's preferred option is DFW.

CONTRACT NUMBER:

The MUNIS Contract Number is 3204008
They FY23 MUNIS Project Ledger is OEM2322102 – Grant Id: F2310

FUNDING SOURCE:

The funding source is:
Fund Name/Number: Emergency Management / Fund 221
Munis Org Name/Number: Office of Emergency Management / 2212850
Munis Object Name/Number: Federal Grant / 490610

ACTION REQUESTED:

The Office of Emergency Management and Safety respectfully requests your review and approval.

Signature: *Kyle Morgan*

Email: klmorgan@ci.santa-fe.nm.us

Signature: 
Kyra Ochoa (Apr 4, 2023 15:18 MDT)

Email: krochoa@ci.santa-fe.nm.us



CITY OF SANTA FE PROCUREMENT CHECKLIST

Contractor Name: US Department of Homeland Security

Procurement Title: Hazardous Materials Emergency Preparedness (HMEP) Grant Program

Procurement Method: State Price Agreement ☐ Cooperative ☐ Sole Source ☐ Other ☒

Exempt ☐ Request For Proposal (RFP) ☐ Invitation To Bid (ITB) ☐ Contract under 60K ☒ Contract over 60K ☐

Department Requesting Office of Emergency Mgt Staff Name Brian Williams

Procurement Requirements:

A procurement file shall be maintained for all contracts, regardless of the method of procurement. The procurement file shall contain the basis on which the award is made, all submitted bids, all evaluation materials, score sheets, quotations and all other documentation related to or prepared in conjunction with evaluation, negotiation, and the award process. The procurement shall contain a written determination from the Requesting Department, signed by the purchasing officer, setting forth the reasoning for the contract award decision before submitting to the Committees.

REQUIRED DOCUMENTS FOR APPROVAL BY PURCHASING*

YES N/A

<input checked="" type="checkbox"/>	<input type="checkbox"/>	Approved Procurement Checklist (by Purchasing)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Memo addressed to City Manager (under 60K) Committees/City Council (over 60K)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	State Price Agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	RFP
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Evaluation Committee Report
<input type="checkbox"/>	<input checked="" type="checkbox"/>	ITB
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Bib Tab
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Quotes (3 valid current quotes)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Cooperative Agreement
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Sole Source Request and Determination Form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Contractors Exempt Letter
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Purchasing Officers approval for exempt procurement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	BAR
<input type="checkbox"/>	<input checked="" type="checkbox"/>	FIR
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Executed Contract, Agreement or Amendment
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Current Business Registration and CRS numbers on contract or agreement
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Summary of Contracts and Agreements form
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Insurance
<input type="checkbox"/>	<input checked="" type="checkbox"/>	All documentation presented to Committees
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Other:

Melissa Perea

Contracts Administrator 04/05/2023

Department Rep Printed Name (attesting that all information included)

Title

Date

Contracts Supervisor

Apr 6, 2023

Purchasing Officer (attesting that all information is reviewed)

Title

Date

Include all other substantive documents and records of communication that pertain to the procurement and contract.



City of Santa Fe

Real Estate Summary of Contracts, Agreements, Amendments & Leases

Section to be completed by department

1. Munis Contract # 3204008

Contractor: US Department of Homeland Security

Description: 2022 Hazardous Materials Emergency Preparedness (HMEP) Grant Program

Contract ☒ Agreement ☐ Lease / Rent ☐ Amendment ☐

Term Start Date: 04/01/2023

Term End Date: 09/30/2023

☐ Approved by Council

Date: _____

Contract / Lease: Professional Service Contract

Amendment # _____ to the Original Contract / Lease # _____

Increase/(Decrease) Amount \$ _____

Extend Termination Date to: _____

☐ Approved by Council

Date: _____

Amendment is for:

2. **HISTORY of Contract, Amendments & Lease / Rent - Please Elaborate** (option: attach spreadsheet if multiple amendments)

3. **Procurement History:**

Andy Hopkins

Purchasing Officer Review:

Apr 6, 2023

Date:

Comment & Exceptions: No procurement Grant.

4. **Funding Source:** Community Health & Safety Admin

Org / Object: 2212850/490610

Andy Hopkins

Andy Hopkins (Apr 6, 2023 09:54 MDT)

Apr 6, 2023

Date:

Budget Officer Approval:

Comment & Exceptions: Project Ledger is OEM2322102

Staff Contact who completed this form: Melissa Perea

Phone # (505) 955-6826

Email: maperea@santafenm.gov

To be recorded by City Clerk:

Clerk # _____

Date of Execution: _____

ITT Representative (attesting that all information is reviewed)

Title

Date



City of Santa Fe New Mexico

Finance Department

Project Ledger Request Form



Date of Request: 03/31/2023

Project Title: Hazardous Materials Emergency Preparedness Grant
(HMEP)

Project Id: OEM2322102

Grant Id: F2310

Financial Analyst: *CS*

(Finance Use Only) *4/4/23*

Project Type: ☐ CIP ☒ Grant ☐ Internal tracking

Department: Community Health & Safety Project Manager: Brian Williams (505) 469-1484

Project Date Range: 04/01/2023 – 09/30/2023

☐ Create Fixed Asset

☐ Multi-Funding (complete all funding sources, should equal 100%)

Funding Source: Department of Homeland Security

MUNIS Org: 2212850

MUNIS Object: 490610

% of Funding: 80

Awarded Amount: \$35,884.80

Funding Source: Emergency Services

% of Funding: 20

Awarded Amount: \$8,971.20

MUNIS Org: 2210181 MUNIS Object: 560200- Out of State Per Diem

\$ 963.20

Org: 2210181 MUNIS Object: 560500- Out of State Transportation

\$ 2,364.00

Org: 2210181 MUNIS Object: 560700- Registration

\$ 5,644.00

Expense String Phase

A project must have at least one phase identified, this can be used as an additional level of tracking, for example, CIP - design, start-up cost, etc. For grants can be used as reimbursable types, such as transportation, salaries.

(You can create more than one phase and you can default MUNIS Orgs and Objects, optional)

Phase: 1 MUNIS Org: 2212850 MUNIS Object: 560200

MUNIS Org: 2212850 MUNIS Object: 560500

MUNIS Org: 2212850 MUNIS Object: 560700

Grants Only (list all grants if applicable)

Grantor Name: Department of Homeland Security

Awarded Amount: \$35,884.80

AR Charge Code: 2212850.490610

☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: 693JK32240024HMEP

Federal CFDA (if applicable) 20.703

Grantor Name: _____ Awarded Amount: _____

AR Charge Code: _____

☐ Grant funds multiple projects
(Complete a form for each project)

Grantor Id: _____ Federal CFDA (if applicable) _____

(If grants please provide all grant award documents with form)

☐ Attached Grant Documentation



Michelle Lujan Grisham
Governor

David Dye
Cabinet Secretary

Ali Rye
Deputy Cabinet Secretary

Carla Walton
Deputy Cabinet Secretary

**DEPARTMENT OF HOMELAND SECURITY
AND EMERGENCY MANAGEMENT**

March 24, 2023

Eli Frick
Santa Fe Fire Department
P.O. Box 909
Santa Fe, NM 87504

Dear Eli Frick,

The New Mexico Department of Homeland Security and Emergency Management (DHSEM) has reviewed your sub grant application for the FY 2022 Hazardous Materials Emergency Preparedness Grant (HMEP).

We are pleased to announce the Federal Share of the Sub-grantee Award in the amount of \$35,884.80. The required Sub-grantee Non-Federal Match amount is \$8,971.20.

The Approved Activities are:

2022 Hazardous Materials Emergency Preparedness Sub-Grant Allocations						
Jurisdiction	Project Number	Project Name	Fed Share	Local Share	Total Project Cost	Match Type
City of Santa Fe	1	AARF Basic/Refresher	\$35,884.80	\$8,971.20	\$44,856.00	Cash
Grand Total			\$35,884.80	\$8,971.20	\$44,856.00	

Please email hazmat@dhsem.nm.gov and cc Victoria.Romero@dhsem.nm.gov if you have any questions.

Sincerely,

Carla Walton,
Deputy Cabinet Secretary

HMEP FY2022 City of Santa Fe Grant Request

Activity:

Aircraft Rescue Firefighting (ARFF)

Item	Cost (ea)	Quantity	Grant Request
Facility Rental (per group)	\$500.00	2	\$1,000.00
Registration 40 Hour Class	\$1,450.00	5	\$7,250.00
Registration Burns	\$1,250.00	15	\$18,750.00
Lodging	\$170.00	20	\$3,400.00
Per Diem	\$70.80	20	\$1,416.00
Travel	\$591.00	20	\$11,820.00
Rental Cars (per group)	\$610.00	2	\$1,220.00

Total cost project	\$44,856.00
Total Federal Funds Requested	\$35,884.80
20% match to be paid by SFFD	\$8,971.20
Total activity expenses (Requested + 20% match)	\$44,856.00

23-0139 US Department of Homeland Security and Emergency Management

Final Audit Report

2023-04-13

Created:	2023-04-10
By:	Xavier Vigil (xivigil@ci.santa-fe.nm.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAJI_UhvUQxE5wNwpSBOTCCiJuPr2zmyaG

"23-0139 US Department of Homeland Security and Emergency Management" History

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 Agreement completed.

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