ACTION SHEET
ITEM FROM FINANCE COMMITTEE MEETING OF 09/15/15
FOR CITY COUNCIL MEETING OF 09/30/15

ISSUE:

12. Request for Approval of Grant Award and Agreement – 2015 Emergency Management Performance Grant Program Sub-Grant Agreement; New Mexico Department of Homeland Security & Emergency Management and Approval of Budget Increase in the Amount of $62,660.48. (David Silver)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 21718.490610

SPECIAL CONDITIONS OR AMENDMENTS

STAFF FOLLOW-UP:

VOTE	FOR	AGAINST	ABSTAIN
COUNCILOR TRUJILLO	X		
COUNCILOR RIVERA	X		
COUNCILOR LINDELL	X		
COUNCILOR MAESTAS	X		
CHAIRPERSON DOMINGUEZ			

4-13-15

City of Santa Fe, New Mexico

memo

Date: September 3, 2015

To: Public Safety Committee

Finance Committee

City Council

From: David Silver, Emergency Manager DS

Subject: 2015 Emergency Management Performance Grant Acceptance

Item:

Attached is the 2015 Emergency Management Performance Grant (EMPG) Program Sub-grant agreement, awarded on September 3, 2015, covering the period between July 1, 2015 and September 30, 2016. The Budget Adjustment Request is also attached. This sub-grant covers 50% of the salary and benefits for the City of Santa Fe Emergency Manager position, with the City providing the other half. This sub-grant will be presented to the following Committees:

- Finance: September 15, 2015
- Public Safety: September 22, 2015
- City Council: September 30, 2015

The sub-grant expires on September 30, 2016. Below is an outline of the projects to be funded through this sub-grant:

Project	Amount	Bus. Unit/Line Item
Emergency Manager Salary and Benefits	$62,660.48	21718.490610

Background:

The City of Santa Fe applied for this reimbursable Federal Preparedness Grant through the United States Department of Homeland Security and the Federal Emergency Management Agency, and administered by the New Mexico Department of Homeland Security and Emergency Management (NM DHSEM) to fund the City's Emergency Manager position. This funding has been in place since 2008, and the amount awarded remains unchanged from the 2012 grant (which paid salary/benefits through June 30, 2014), meeting the total amount required for funding 50% of the Emergency Manager position's salary and benefits. There are 2 signatures pages for the sub-grant, with the City retaining one original signed copy and the NM DHSEM retaining the other.

The Emergency Manager is responsible for ensuring the conditions of this grant are met, including providing and receiving required training, conducting emergency response exercises, and developing and maintaining appropriate emergency management plans for the City.

If you have any questions, please do not hesitate to contact me at dmsilver@santafenm.gov, 505-955-6537 (w), 505-629-3958 (c).

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

Sub-Grant Agreement

2015 Emergency Management Performance Grant Program

2015 Federal Grant No. EMW-2015-EP-00066-S01 **CFDA No.** 97.042

1. Sub-Grant No.	2. Recipient	3. FIDUCIARY	4. DFA VENDOR NUMBER/DUNS NUMBER
EMW-2015-EP-00066-S01-City of Santa Fe	City of Santa Fe	City of Santa Fe	54360/069420818

5. Recipient Address	6. Issuing Office and Address
City of Santa Fe PO Box 909 Santa Fe, NM 87504	NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND HOMELAND SECURITY AND EMERGENCY MANAGEMENT PO BOX 27111 SANTA FE, NM 87502

7. Effective Date of This Action	8. DHSEM Grant Specialist:	Phone: 505-476-9615 Fax: 505-476-9695 Email: dhsem.grants@state.nm.us
July 1, 2015	Margaret Burger	
9. Termination Date		
September 30, 2016		

10. Funding:

Total Federal Awarded Amount: $62,660.48
Total Jurisdiction Matching Amount: $62,660.48

11. Grant Requirements, Assurances and Agreements: (*see Grant Requirements, Assurances and Agreements*)

The acceptance of a grant from the United States creates a legal duty on the part of the grantee to use the funds or property made available in accordance with the conditions of the grant through the State.

12. Special Conditions: Grant funds cannot be expended until these conditions have been met.

1. Award Amount is a funding allocation, and is not to be construed as expenditure authorizations or approvals. Grant program guidelines and Federal, State, and local contracting and procurement compliance requirements apply
2. Quarterly financial and programmatic reports must be current in order for DHSEM to process requests for reimbursement. All expenses related to time, on both the quarterly financial report and the request for reimbursement must correlate to the specific performance period of the sub-grant agreement.
3. All EMPG-funded personnel shall complete the following requirements and provide proof of completion and/or progress on a quarterly basis. National Incident Management System (NIMS) Training: IS 100; IS 200; IS 700, 701, 702, 703, and 706; and IS 800; FEMA Professional Development Series: IS 120.a; IS 230.c; IS 235.b; IS 240.a; IS 241.a; IS 242.a; and IS 244.b, or the most current version from FEMA.
4. Three exercises are required for all EMPG funded personnel within the 12 month performance period of this award; progress will be measured on each quarterly report. Documents must be sent to the DHSEM Exercise Officer to include the After-Action Report/Improvement Plan (AAR/IP) by 60 days following the end of the exercise.
5. Each Emergency Management Performance Grant funded tribal and/or local jurisdiction staff must participate in 3 exercises per calendar year. Personnel must conduct or participate in any exercise of your choice; however, observing an exercise will not suffice to receive credit for an exercise. The exercise role must be as a controller, evaluator, facilitator, player, or planning team member. Exercises should be conducted to test equipment, plans, and procedures.
6. All EMPG sub-grantees must be NIMS compliant and must undergo a yearly NIMS site visit and complete their jurisdictions NIMS assessment on or before September 30, 2015.
7. All EMPG sub-grantees are required to develop a Multi-Year Training and Exercise Plan (TEP) and update it annually.
8. Local EOP's must be current within 2 - 3 years.
9. Local THIRA must be updated and submitted to DHSEM by May 30, 2016

13. Recipient is required to sign and return the original of this document, as well as the signed and accepted grant requirements, assurances and agreements to the Issuing Address in block 6, within 30 days from the date of issuance.	
14. Signature of Jurisdiction Grant Specialist/Program Manager **Printed Name:**	**Date:** _____ **Phone:** **Fax:** **Email:**
15. Signature of Jurisdiction Chief Financial Officer **Printed Name:**	**Date:** _____ **Phone:** **Fax:** **Email:**
16. Signature of Jurisdiction Signatory Official **Printed Name and Title:**	**Date:** _____ **Phone:** **Fax:** **Email:**
17. DHSEM Signatory Official (Name and Title)	**Date:**

Grant Terms and Conditions

City of Santa Fe has been awarded $62,660.48 which shall be used to support activities essential to the ability of states, territories, and urban areas to prepare for, prevent, and respond to terrorist attacks and other all–hazards events.. The matching amount required for this grant is $62,660.48.

The scope of work is as follows: Funds shall only be applied to salary and benefit costs for the designated and approved staff in the EMPG application. All work completed must follow the approved EMPG work plan.

The performance period of this grant award is July 1, 2015 through September 30, 2016. City of Santa Fe cannot sub-grant any part of this award to any other entity or organization. All awards require confirmation within the first reporting quarter that expenditures in the budget category toward projects will be made, or DHSEM will execute de-obligation of the funds.

(A) Changes to Award: All change requests must be submitted in writing, or electronically to the DHSEM Grant Specialist, accompanied by a justification narrative and budget/spending plan, for review and approval. Changes must be consistent with the scope of the project and grant guidelines. Requests for changes will be considered only if the reporting requirements are current, and if terms and conditions have been met at the time the request. Changes in the programmatic activities, or purpose of the project, changes in 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.

(B) NEPA/EHP Compliance; The 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. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's 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.

(C) Reporting Requirements: City of Santa Fe shall submit timely quarterly *Financial Progress Reports* to the Grant Specialist at DHSEM. For grant awards, the sub-recipient is required to submit a quarterly Performance Report to the Program Specialist within the Preparedness Bureau. Blank forms are located electronically at **www.nmdhsem.org,** and may be reproduced. Jurisdictions must check the web site quarterly for most current forms. **Use of outdated forms will not be accepted**. Quarterly reports are due: January 30, April 30, July 30, and October 30 for each calendar year the grant is open. The final report is due the following quarter after all funds have been reimbursed to the jurisdiction. *Financial Progress Reports* shall describe the status of the funds, show encumbrances, and receipts of program income, cash or in-kind contributions to the project, whether or not 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.

(D) Additional Reporting Requirements: 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 extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

(E) 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 project narrative and grant guidelines, and submission of timely *Financial Progress Reports.* Payments may be withheld pending correction of deficiencies. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement, until performance/fiscal quarterly reports are submitted.

- Personnel Costs: **FOR EMPG GRANTS ONLY – All time reported must correlate with the specific term of the sub-grant agreement. Payroll reports signed and certified by the chief financial officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self–certify their own time and wages. The sub-recipient shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements.**
- Contracts: All sole–source procurements, single vendor response to a competitive bid, and contracts over $100,000 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.
- Equipment: Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL) on the Responder Knowledge Base (RKB) at www.rkb.mipt.org. Documentation required per instructions attached to DHSEM quarterly reports.
- **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.
- 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 30 days after conduct of the exercise.
- Food and Beverages: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:
  - (1) The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
  - (2) Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
    - (a) The cost of the food and/or beverages provided is considered to be reasonable;
    - (b) The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
    - (c) Participation by all participants is mandatory; and
    - (d) The food and/or beverages provided are not related directly to amusement and/or social event. **(Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).**

(F) Non-reimbursable Expenses:

- Transfer of funds between any programs (SHSP, LETPP, CCP, MMRS)
- Contracts, single vendor response to a competitive bid, and procurements > $100,000 not pre-approved by DHSEM
- Sole source contracts and procurements not pre-approved by DHSEM
- Training and related travel costs not pre-approved by DHSEM
- Construction and renovation
- Indirect costs (p. 5, Financial Progress Report)
- 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.
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities
- 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 jurisdiction for resubmission.

(G) Property and Equipment Management: 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 is* available at www.nmdhsem.org and 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. Department of Homeland Security.*** 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.

(H) Procurement: Procurement shall comply with local procurement policies and procedures, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of *28 CFR Parts 66 and 70, and 2 CFR Part 215 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments."* 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.**

(I) 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.

(J) 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 Homeland Security, 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 Homeland Security or the State of New Mexico.***

(K) 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 *OMB Circular A-133.* 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 *OMB Circular A-133.* 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.

(L) Recordkeeping Requirements: 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.

(M) 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 explains expenditures related to the project

(N) 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 the financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHSEM staff.

(O) 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 listed in Block 12
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

(P) 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 5 days notice 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.

(Q) Termination 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.

(R) Project Implementation: Due to the competitiveness of the Homeland Security grant program, approved projects shall be ready-to-go. Project implementation shall begin within the first reporting quarter.

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

Grant Requirements, Assurances and Agreements (continued from Section 11 of the Award)

(A) The performance period for this grant award is July 1, 2015 *through* **September 30, 2016. Monies may not be obligated outside of this time period. 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 Reports* are due.**

(B) The sub-recipient shall comply with the requirements and restrictions of the 2014 State Emergency Management Performance Grant Guidance and State Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.

(C) The signature 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 U.S. Department of Homeland Security.

(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, 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 (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:

a. Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.
b. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non- Profit Organizations, relocated to 2 CFR Part 215.

The cost principles that apply to DHS award recipients through a grant cooperative agreement originate from one of the following sources:

c. OMB Circular A-21, Cost Principles for Educational Institutions, relocated to 2 CFR Part 220.
d. OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal
e. Governments, relocated to 2 CFR Part 225.
f. OMB Circular A-122, Cost Principles for Non-Profit Organizations, relocated to 2 CFR Part 230.

The audit requirements for State, Local and Tribal recipients of DHS awards originate from:

g. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

The above requirements are found at: www.whitehouse.gov/omb/circulars/index.html

h. OGO *Financial Guide* www.dhs.gov/dhspublic/interweb/assetlibrary/Grants_FinancialManagementGuide.pdf
i. New Mexico State Procurement Code http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0
j. New Mexico Administrative Code Title 2 – Public Finance http://www.nmcpr.state.nm.us/NMAC/_title02/title02.htm

We certify we have read, understood, and accept the Grant Terms and Conditions, the Grant Requirements, and Assurances and Agreements, in accordance with this Award.

_____
Grant Specialist's/Program Manager's Signature

_____
Chief Financial Officer's Signature

_____
Signatory Official's Signature

CITY OF SANTA FE:

_____

JAVIER M. GONZALES, MAYOR

ATTEST:

_____

YOLANDA Y. VIGIL, CITY CLERK

APPROVED AS TO FORM:

Kelley A. Brennan

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

_____

OSCAR S. RODRIGUEZ, FINANCE DIRECTOR

Business Unit/Line Item:

_____

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

Section to be completed by department for each contract or contract amendment

1 **FOR:** ORIGINAL CONTRACT ☑ or CONTRACT AMENDMENT ☐

2 Name of Contractor N/A

3 Complete information requested ☐ Plus GRT ☐ Inclusive of GRT

Original Contract Amount: $62,660.48

Termination Date: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: 2015 Emergency Management Performance Grant sub-grant agreement

Amendment # _____ to the Original Contract# _____

Increase/(Decrease) Amount $ _____

Extend Termination Date to: _____

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Amendment is for:

4 **History of Contract & Amendments:** (option: attach spreadsheet if multiple amendments) ☐ Plus GRT ☐ Inclusive of GRT

Amount $ 62,660.48 of original Contract# _____ Termination Date: _____

Reason: New Subgrant Agreement

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Amount $ _____ amendment # _____ Termination Date: _____

Reason: _____

Total of Original Contract plus all amendments: $ 62,660.48

City of Santa Fe
Summary of Contracts, Agreements, & Amendments

5 **Procurement Method of Original Contract:** (complete one of the lines)

RFP# _____ Date: _____

RFQ ☐ _____ Date: _____

Sole Source ☐ _____ Date: _____

Other Grant Application

6 **Procurement History:** First year of sub-grant agreement
example: (First year of 4 year contract)

7 **Funding Source:** N/A **BU/Line Item:** 21718.490610

8 **Any out-of-the ordinary or unusual issues or concerns:**
None
(Memo may be attached to explain detail.)

9 **Staff Contact who completed this form:** David M. Silver

Phone # 505-955-6537

10 **Certificate of Insurance attached.** (if original Contract) ☐

Submit to City Attorney for review/signature
Forward to Finance Director for review/signature
Return to originating Department for Committee(s) review or forward to City Manager for review and approval (depending on dollar level).

To be recorded by City Clerk:

Contract # _____

Date of contract Executed (i.e., signed by all parties): _____

Note: If further information needs to be included, attach a separate memo.

Comments:

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

FY 15/16

DEPARTMENT / DIVISION / SECTION / UNIT NAME	DATE
2015 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM EMW-2015-EP-00068-S01-CITY OF SANTA FE	09/03/2015

ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	INCREASE	DECREASE
REVENUE	21718.490610		(62,660.00)	
OPERATING TRANSFERS IN	21718.600100	6101	(20,886.00)	
OPERATING TRANSFERS IN	21718.600100	2252	(20,887.00)	
OPERATING TRANSFERS IN	21718.600100	2251	(20,887.00)	
OPERATING TRANSFERS OUT	62103.700100	2718	20,886.00	
OPERATING TRANSFERS OUT	22252.700100	2718	20,887.00	
OPERATING TRANSFERS OUT	22251.700100	2718	20,887.00	
		TOTAL	(62,660.00)	0.00

JUSTIFICATION: *(use additional page if needed)*

2015 EMERGENCY MANAGEMENT PERFORMANCE GRANT PROGRAM SET UP BUDGET W/100% CITY MATCH FOR FY 14/15--1/3 FROM RISK, 1/3 FROM POLICE AND 1/3 FROM FIRE--SALARY & BENEFITS ONLY

Michelle Dominguez-Montoya

Michelle Dominguez-Montoya 09/03/15

Prepared By — Date

Division Director — Date

Department Director — Date

CITY COUNCIL APPROVAL

City Council Approval Required ☐

City Council Approval Date ☐

Agenda Item #: ☐

[signature] 9/4/15

Budget Officer — Date

[signature] 9-9-2015

Finance Director — Date

City Manager — Date