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

ISSUE:

20. Request for Approval of Remaining FY 2014/15 from Budget State Homeland Security Grant (Competitive Allocation) to FY 2015/16 for Equipment Purchases for Office of Emergency Management Communications/Utility Support Project. (David Silver)

FINANCE COMMITTEE ACTION:

Approved as Consent item.

FUNDING SOURCE: 21737.490610

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: August 25, 2015

To: Finance Committee

City Council

From: David Silver, Emergency Manager DS

Subject: Reappropriation 2014 State Homeland Security Grant (Competitive Allocation) to FY 15/16

Item:

This serves as a request to reappropriate the 2014 State Homeland Security Grant to FY 15/16. This grant was accepted by the Governing Body on January 28, 2015. Attached is the 2014 State Homeland Security Grant Program Competitive Allocation Sub-grant agreement, awarded on November 3, 2014. This sub-grant provides $82,150.00 for equipment purchases for the Office of Emergency Management communications/utility support project. There is no local match requirement for this grant. The sub-grant expires on November 2, 2015. Below is an outline of the project to be funded through this sub-grant:

Project	Amount	Bus. Unit/Line Item
Santa Fe Office of Emergency Management Communications/Utility Outage Support Project	$82,150.00	21737.490610

Committees/Council Dates:

- Finance Committee: Tuesday, September 15, 2015
- City Council: Wednesday, September 30, 2015

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 development and sustainment of emergency response and recovery capabilities.

The Emergency Manager is responsible for ensuring the conditions of this grant are met, including providing and receiving required training, city-wide compliance with the National Incident Management System, conducting emergency response exercises, and developing and maintaining appropriate emergency management plans for the City. All expenditures must be pre-approved by the New Mexico Department of Homeland Security and Emergency Management.

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

City of Santa Fe, New Mexico

BUDGET ADJUSTMENT REQUEST (BAR)

FY 15/16

DEPARTMENT / DIVISION / SECTION / UNIT NAME	DATE
2014 STATE HOMELAND SECURITY GRANT PROGRAM EMW-2014-SS-00030-S01-COMP	07/06/2015

ITEM DESCRIPTION	B.U. / LINE ITEM	SUBLEDGER (Finance Dpt. Use Only)	INCREASE	DECREASE
REVENUE	21737.490610		(82,150.00)	
EQUIPMENT & MACHINERY	22835.570500		35,000.00	
VEHICLE	22835.570950		40,000.00	
INVENTORY EXEMPT	22835.572400		7,150.00	
		TOTAL	164,300.00	0.00

JUSTIFICATION: *(use additional page if needed)*

2014 STATE HOMELAND SECURITY GRANT PROGRAM $82,150-COMP-carryforward balances from FY 14/15 to FY 15/16. Term date November 2, 2015. see attached

Michelle Dominguez-Montoya Michelle Dominguez-Montoya	07/06/15	CITY COUNCIL APPROVAL City Council Approval Required	Budget Officer	9/2/15
Prepared By	Date			Date
Division Director	Date	City Council Approval Date	Finance Director	9-9-2015 Date
Department Director	Date	Agenda Item #:	City Manager	Date

ITEM # 15-0078

NEW MEXICO DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT

Sub-Grant Agreement

2014 State Homeland Security Grant Program

2014 Federal Grant No. EMW-2014-SS-00030-S01 CFDA No. 97.067

1. **Sub-Grant No.** EMW-2014-SS-00030-S01- City of Santa Fe	2. **Recipient** *City of Santa Fe*	3. **FIDUCIARY** *City of Santa Fe*	4. **DFA VENDOR NUMBER/DUNS NUMBER** **54360**
5. **Recipient Address** **City of Santa Fe** **PO Box 909** **Santa Fe, NM 87504**		6. **Issuing Office and Address** New Mexico Department of Homeland Security & Emergency Management P. O. Box 27111 Santa Fe, NM 87502	
7. **Effective Date of This Action** November 3, 2014		8. **DHSEM Grant Specialist:** Arianna Burger	**Phone: 505-476-9614** **Fax: 505-476-9695** **Email: arianna.burger@state.nm.us**
9. **Termination Date** November 2, 2015			

10. **Funding:**

Total Awarded Amount: $ 59,690.67

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

a. Project Budget Details are funding allocations, and are not to be construed as expenditure authorizations or approvals. Grant program guidelines and Federal, State, and local contracting and procurement compliance requirements apply. Items procured with SHSGP grant funds will be considered a state resource in times of need.

b. Quarterly financial and progress reports are due on 1/30, 4/30, 7/30, and 10/30.

c. DHSEM Programmatic and Grant pre-approvals are required for all equipment, training, planning, and exercise obligations regardless of any application review. And all equipment must be purchased and deployed in accordance with the jurisdictions 2013 SHSGP application.

d. Request for reimbursement will not be processed if quarterly financial and programmatic reports are delinquent.

e. Communication Equipment: If a revision of scope of work is requested it must be approved by SICWG, DHSEM grant staff as well as program staff before the jurisdiction can proceed. No increase to communications awards will be considered without full approval of the SICWG.

f. Procurement from Minority Owned and Women Owned Business is encouraged, and must be tracked and reported to DHSEM on the quarterly reports.

g. Emergency Operations Plans must satisfactorily address the plan requirements outlined in the DHSEM Local Emergency Operations Plan Review crosswalk before payment.

h. 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.O 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 during the performance period.

i. All SHSGP sub-grantees must be NIMS compliant and must undergo a yearly NIMSCAST site visit and complete their jurisdictions NIMSCAST assessment on or before September 30.

j. Resource typing database must be updated quarterly in E-Team.

k. Budget or Program changes must be approved by Program and Grant Staff.

l. Annual external audit reports must be submitted to DHSEM within 30 days of receipt by sub-recipients.

m. Contracts must be pre-approved by DHSEM prior to obtaining vendor and sub-recipient signatures.

n. The accounting system and financial capability questionnaire must be completed by the sub-recipient and DHSEM grant staff within 60 days of the sub-grant dissemination and prior to funds being released.

o. Each jurisdiction is required to conduct one operations-based exercise to test the field capabilities of equipment purchased with past or current federal preparedness grant within the January-December 2015 Training and Exercise Plan (TEP) year. The operations-based exercise must be a Homeland Security Exercise and Evaluation Program (HSEEP) compliant exercise. Documents are to include the After-Action Report/Improvement Plan (AAR/IP) must be submitted to the State Exercise Officer within 60 days following the end of the exercise.

p. All awarded projects must be planned for and budgeted within the designated performance period. Extensions will only be considered for documented extenuating circumstances. Remaining balances will be reviewed and may be re-allocated to other jurisdictions.

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 in block 17.	
14. Signature of Jurisdiction Grant Specialist/Program Manager MDominguez-M **Printed Name:** Michelle Dominguez-Montoya	**Date:** 03-02-2015 **Phone:** 955-6041 **Fax:** 955-6544 **Email:** ci.santa-fe.nm.us MDominguez-montoya@
15. Signature of Jurisdiction Chief Financial Officer **Printed Name:** OSCAR RODRIGUEZ	**Date:** 3-2-2015 **Phone:** 505-955-6530 **Fax:** 505-955-6745 **Email:** osrodriguez@ci.santa-fe.nm.us
16. Signature of Jurisdiction Signatory Official **Printed Name and Title:** Brian K. Snyder, City Manager	**Date:** 3-2-2015 **Phone:** 505-955-6848 **Fax:** **Email:** BKSnyder@santafenm.gov
17. DHSEM Signatory Official (Name and Title)	**Date:** 11 mar 15

Grant Terms and Conditions (continued from Section 10 of Award)

The CITY OF SANTA FE has been awarded $ 59,690.67 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 scope of work is as follows:

The City of Santa Fe has been awarded the following projects:

1) Sustaining Equipment for Type III Collapse Search and Rescue Team
2) Sustaining Equipment for Type IV Patrol Strike Team
3) Multi-Agency Typed Resource Exercise

All communications projects must be reviewed by the State Interoperable Communications Work Group (SICWG). SICWG endorsement is required prior to the Request for Approval (RFA) process. Documentation of SICWG endorsement must be submitted along with the RFA to the Grants Unit.

The performance period of this grant award is November 3, 2014 through November 2, 2015. CITY OF SANTA FE cannot sub-grant all or 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 persons 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 NMDHSEM 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 not be eligible for 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. Instructions and blank forms are attached and 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 October30 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 - 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. CITY OF SANTA FE 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 45 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 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 Federal or 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 and a Grant Funded Typed Resource Report* shall be submitted to DHSEM bi-annually each **June 30** and **December 30** with the *Financial Progress Report* during the performance period, and continued submission is required bi-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.** DHSEM has provided a summary of documentation required for levels of procurement and attached it to the instructions on the quarterly *Financial Progress Reports.*

(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. A summary of documentation required for levels of contracting is attached to the instructions on the quarterly *Financial Progress Reports.*

(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** $500,000 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: 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 *November 3, 2014 through November 2, 2015*. 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 FY2014 State Homeland Security Grant Guidance, State Guidelines, and the State Homeland Security Strategy. 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) The 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) The 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) The 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) The 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. 2CFRPart 215, *Grants and Cooperative Agreements with State and Local Governments* at www.whitehouse.gov/omb/circulars/a102/a102.html.
b. 2 CFR Part 225 *Cost Principles for State, Local and Indian Tribal Governments* at www.whitehouse.gov/omb/circulars/index.html.
c. 2 CFR Part 215 *Uniform Administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html
d. 2 CFR Part 220 *Cost Principles for Educational Institutions* at www.whitehouse.gov/omb/circulars/index.html
e. 2 CFR Part 230 *Cost Principles for Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html
f. 44 CFR Emergency Management and Assistance
g. OMB Circular A-133 *Audits of States, Local Governments and Non-Profit Organizations* at www.whitehouse.gov/omb/circulars/index.html
h. CFR Title 48 Federal Acquisition Regulations Systems Chapter 1 Part 31 Contract *Cost Principles and Procedures*
i. Common Rule: *Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.* Incorporated into individual Federal agency's *Code of Federal Regulations.*
j. OGO *Financial Guide* www.dhs.gov/dhspublic/interweb/assetlibrary/Grants_FinancialManagementGuide.pdf
k. New Mexico State Procurement Code http://www.conwaygreene.com/nmsu/lpext.dll?f=templates&fn=main-h.htm&2.0
l. 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:

MAYOR PRO TEM

FOR JAVIER M. GONZALES, MAYOR

1/28/15

DATE

ATTEST:

Yolanda Y. Vigil

YOLANDA Y. VIGIL, CITY CLERK

CC mtg. 1/28/15

APPROVED AS TO FORM:

MDM 12/18/14

KELLEY A. BRENNAN, CITY ATTORNEY

APPROVED:

OSCAR 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: $82,150.00

Termination Date: November 2, 2015

☐ Approved by Council Date: _____

☐ or by City Manager Date: _____

Contract is for: 2013 State Homeland Security Grant Program 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 $ 82,150.00 of original Contract# _____ Termination Date: 11/02/2015

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: $ 82,150

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:** 21736.49061

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:** Andrew J. Phelps

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: