




**Date:** October 21, 2024

**To:** Governing Body

**Via:** Regina Wheeler, Public Works Director   
Henri Hammond-Paul, Community Health and Safety Director 

**From:** **Brian Williams, Office of Emergency Management Director** 

**Subject:** **Building Resilient Infrastructure in Communities (BRIC) Grant Approval – Cerillos Road Stormwater Infiltration at Ashbaugh Park**

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**ITEM AND ISSUE:**

Request Approval of the 2022 FEMA Building Resilient Infrastructure in Communities (BRIC) Sub-Grant Agreement EMT-2022-BR-0002 in the Total Amount of \$709,122.47 with the New Mexico Department of Homeland Security and Emergency Management to Design Flood Mitigation Solutions at Ashbaugh Park. Brian Williams, Director Office of Emergency Management, [bgwilliams@santafenm.gov](mailto:bgwilliams@santafenm.gov), 505-469-1484.

Request approval of FY25 Budget Adjustment Resolution (BAR) to Budget \$506,576.60 in Awarded Grant Funds into Stormwater WIP Design, 168,858.87 in Matching Funds from the Stormwater Utility Service Fee to Stormwater WIP Design, and \$33,687.00 in Grant Funds for Subrecipient Management Costs into Emergency Management Professional Contracts.

**Action Requested: Grant Approval; BAR Approval**

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**BACKGROUND AND SUMMARY:**

The City of Santa Fe applied for this reimbursable grant through the United States Department of Homeland Security and Emergency Management (DHSEM) and the Federal Emergency Management Agency (FEMA). Building Resilient Infrastructure and Communities (BRIC) supports states, local communities, tribes and territories as they undertake hazard mitigation projects, reducing the risks they face from disasters and natural hazards.

The Office of Emergency Management and the Parks and Open Space Division have secured a grant to design innovative flood mitigation solutions at Ashbaugh Park. To reduce flooding of the Cerrillos Rd corridor, the project will divert flows from Cerrillos Road to an infiltration facility located within Ashbaugh Park. By promoting infiltration and passive reuse, this project is intended to alleviate stress on existing stormwater infrastructure, conserve water resources, improve water quality, and reduce impacts of flooding on downstream neighbors. The design will also incorporate community amenities like a refreshed frisbee golf course, outdoor classroom, and walking paths, maximizing benefits for both the environment and the public.

This Building Resilient Infrastructure in Communities (BRIC) Grant provides a 75% federal share of \$506,576.60 and requires 25% local share of \$168,858.87. The grant amount includes a 100% federally

funded Subrecipient Management Costs \$33,687.00 to assist with capacity in managing the grant. The Office of Emergency Management will manage the grant, while the Parks and Open Space Division will manage the project.

The term of the grant ends on February 14, 2027.

**PROCUREMENT METHOD:**

Not applicable. Grant approval only.

**Supporting Information:**

**CONTRACT NUMBER:**

The FY25 Project ledger number is OEM2523103

**SOURCE/REVENUE:** Expense Revenue

The funding source is:

Federal Share (not including sub-recipient management costs):

**Fund Name/Number:** Stormwater Utility Fee/ 231

**Munis Org Name/Number:** Stormwater/2310411

**Munis Object Name/Number:** Fed Grant (FEMA)/490580

The Federal funding source (sub-recipient management costs only) is:

**Fund Name/Number:** Emergency Services/Fund 221

**Munis Org Name/Number:** Emergency Management/2212850

**Munis Object Name/Number:** Fed Grant (FEMA)/490580

Local Share

**Fund Name/Number:** Stormwater Utility Fee/ 231

**Munis Org Name/Number:** Stormwater/2310411

If the project is grant funded? List grant award number: EMT-2022-BR-0002

**Grant Manager / Accounting Officer Approval:** Matthew Bonifer Matthew Bonifer (Oct 31, 2024 15:48 MDT) **Date:** 10/31/2024

**Comment/Exceptions:** \_\_\_\_\_

**Project Ledger #:** \_\_\_\_\_

**Budget Officer Approval:** Andy Hopkins **Date:** 10/31/2024

**Comment/Exceptions:** \_\_\_\_\_

**CAPITAL ASSET (will this procurement result in a tangible item that costs more than \$5,000?):**

Yes |  No

# (if known): \_\_\_\_\_

**Repair or Replacement of Existing Equipment:**

Yes |  No

If yes ->  Repair |  Replacement

Please explain: \_\_\_\_\_

**Capital Project:**

(New and improvement projects that are going to cost \$10,000 or more)

Yes |  No

Project Ledger #: OEM2523103

Anticipated length of project: 2.5 Years

Asset Manager Approval: \_\_\_\_\_ Date: \_\_\_\_\_

Comment/Exceptions: \_\_\_\_\_

**Department Approvals:**

IT Components:  Yes |  No

Vehicles:  Yes |  No

Facilities, Furniture, Fixtures, Equipment:  Yes |  No

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Approval: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Comment & Exceptions: \_\_\_\_\_

Department Contract Administrator Contact Info:

Justin Gonzales, [jmgonzales@santafenm.gov](mailto:jmgonzales@santafenm.gov)

**ATTACHMENTS:**

1. Sub-Recipient Grant Agreement
2. Budget Amendment Resolution
3. Project Ledger





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

P.O. Box 27111  
 Santa Fe, NM 87502

**SUB-RECIPIENT GRANT AGREEMENT**

**FY22 Building Resilient Infrastructure and Communities (BRIC)**

Federal Grant No.: **EMT-2022-BR-0002**: Assistance Listing **97.047**

1. SUB-GRANT NO.		2. SUB-RECIPIENT NAME		3. PROJECT NAME	
EMT-2022-BR-0002		City of Santa Fe		Cerrillos Rd Stormwater Infiltration at Ashbaugh Park	
4. STATE DFA VENDOR NUMBER		5. EIN NUMBER		6. SAM UEI NUMBER	7. CAGE CODE
54360		856000168		QLN2YKMMJ8X6	4C987
8. SUB-RECIPIENT PHYSICAL ADDRESS			9. SUB-RECIPIENT REMIT ADDRESS		
200 Lincoln Ave. Santa Fe, NM 87504			200 Lincoln Ave. Santa Fe, NM 87504		
10. DHSEM CONTACT NAME:		11. CONTACT DESK PHONE:		225-313-1774	
Natalie West					
		CONTACT EMAIL ADDRESS:		DHSEM.mitigation@dhsem.nm.gov cc: natalie.west@dhsem.nm.gov	
12a. PERFORMANCE PERIOD START DATE		2/15/2024	12b. PERFORMANCE PERIOD END DATE		2/14/2027
13. TOTAL AWARD AMOUNT:		\$709,122.47			
13a. FEDERAL SHARE		13b. LOCAL SHARE		13c. STATE SHARE	
\$540,263.60		\$168,858.87		\$0.00	
14a. NAME OF PROJECT AWARD			14b. FEDERAL SHARE	14c. NON-FEDERAL SHARE	
1	Contractual		\$506,576.60	\$168,858.87	
2	Subrecipient Management Costs		\$33,687.00	\$	
3			\$	\$	
4			\$	\$	
5			\$	\$	
6			\$	\$	

<b>TOTAL AMOUNT OF PROJECT</b>	<b>\$540,263.60</b>	<b>\$168,858.87</b>
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**WHEREAS** The State of New Mexico will serve as the “pass-through entity” with respect to the State’s role in providing sub-awards and administering grant assistance provided to sub-recipients and may, subject to a Memorandum of Agreement, directly support project development and administration.

**WHEREAS** funding has been obligated from the Federal Emergency Management Agency pursuant to a request by the applicant, The Sub-Recipient, City of Santa Fe.

**NOW, THEREFORE**, it is mutually understood and agreed between the recipient NMDHSEM, and [City of Santa Fe](#), hereinafter referred to as “sub-recipient,” as follows:

**ARTICLE 1: REQUIREMENTS AND ASSURANCES**

- A.** The sub-recipient hereby agrees that the performance period for the grant identified on Page 1, Box 1. is consistent with the performance period identified on Page 1, Box 12a. and 12b. This Sub-recipient Grant Agreement, as amended, shall remain open for administrative purposes if necessary to achieve final payment and financial reconciliation.
- B.** The sub-recipient hereby agrees that the sub-recipient official signing this Sub-recipient Grant Agreement certifies that all financial expenditures, including all supporting documents submitted for reimbursement, have been incurred by the sub-recipient and are eligible and allowable expenditures consistent with the guidelines for this award. The sub-recipient agrees to follow reasonable professional standards in all financial management and bookkeeping procedures necessary to carry out this agreement.
- C.** The sub-recipient hereby agrees that no member, officer, or employee of the sub-recipient organization, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his or her tenure or for one year after that, shall have any interest, direct or indirect, in any contract or subcontract, or the process thereof, for work to be performed in connection with this Sub-recipient Grant Agreement; the sub-recipient shall incorporate in all such contracts a provision prohibiting such interest pursuant to the purposes of this Sub-recipient Grant Agreement.
- D.** The sub-recipient hereby agrees that it understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government, without the express written approval of the State of New Mexico or FEMA.
- E.** The sub-recipient hereby agrees that FEMA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use and authorize others to use, for federal government purposes: (1) the copyright in any work developed under this Sub-recipient Grant Agreement; and (2) any rights of copyright to which the sub-recipient purchases ownership with federal support. The sub-recipient agrees to consult with FEMA through NMDHSEM regarding allocating any patent rights that arise from or are purchased with this funding.
- F.** The sub-recipient hereby agrees that signatures of the sub-recipient officials on this Sub-recipient Grant Agreement attest to the sub-recipient’s 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 will be used to supplement existing sub-recipient funding to augment program activities and not replace those funds which have been appropriated in the budget for the same purpose.

- G. The sub-recipient hereby agrees that their accounting system allows for the separation of fund sources. Funding provided under this Sub-recipient Grant Agreement cannot be commingled with funds from other federal, state, or local agencies, and each project must be accounted for separately.
- H. The sub-recipient hereby agrees that it shall comply with applicable 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. The sub-recipient will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13379 Individuals with Disabilities in Emergency Preparedness, requires the government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.
- I. The sub-recipient hereby certifies that for its employees, it has an Affirmative Action Plan/Equal Employment Opportunity Plan (EEO) if not exempted by the Federal Government or New Mexico rule or statute. An EEO is not required for sub-recipients of less than \$25,000 or fewer than 50 employees.
- J. The sub-recipient hereby certifies that its employees are eligible to work in the United States as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- K. The sub-recipient hereby agrees that it is the responsibility of the sub-recipient to fully understand and comply with the requirements of the following, where such requirements apply to the sub-recipient set forth in:
  - 1. 2 C.F.R. § 200: Code of Federal Regulations
  - 2. 44 C.F.R. parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, 221, 44 C.F.R. Part 209, 2 C.F.R. Part 200 and any other applicable FEMA policy memoranda and guidance documents
  - 3. FEMA Hazard Mitigation Assistance Program and Policy Guide
  - 4. New Mexico State Procurement Code  
New Mexico Administrative Code Title 2 – Public Finance <https://www.srca.nm.gov/nmac-home/nmac-titles/title-2-public-finance/>

## ARTICLE 2: REIMBURSEMENT OF FUNDS

The NMDHSEM will apply the following procedures for making payments to sub-recipients:

- A. **Payment of Funds, General:** Once FEMA has obligated funds and NMDHSEM has budgeted and encumbered those funds, the Cabinet Secretary is authorized to advance funds, as permissible, and to consider requests for payments for progress and completion based on proper review and approvals, in accordance with the sub-grant agreement or amendment as described below. Review and audit of expending and accounting of federal awards and state funds will be conducted to ensure records, reports, and documentation for compliance and tracing of funds are accounted for; 2 C.F.R. §§ 200.302(b)(6), 200.305(a). The State Department of Finance and Administration (DFA) may require additional supporting data and documents prior to disbursement of funds.

- B.** Reimbursement shall be based upon authorized and allowable expenditures consistent with the project narrative, grant guidelines, and timely submission of Financial and Performance Progress Reports. Reimbursement of expenditures shall be requested quarterly or monthly if need be for expenditures within the performance period. A minimum of 25% (of the total project cost) in the non-federal match must be included on each request for reimbursement. All expenditures must be supported with source documentation (e.g., copies of proof of payment, invoices, receipts, timesheets with name/rate/hours and certified, breakdown of expenditures based on FEMA approved budget, warrants, a brief description of work done, required deliverables, etc.). Request for reimbursement will not be processed if quarterly financial or performance reports are delinquent. The final payment of 15% will not be made until DHSEM verifies that all activities are complete. All payments shall be made on an actual cost reimbursement basis.
- C.** Contracts: All requests for proposals/bids, sole-source procurements, single vendor responses to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. The relevant contract must accompany requests for reimbursement for contractual services.
- D.** Local Match: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions. When requesting reimbursement, the match percentage must be shown on each invoice. Copies of proof of payment, invoices, receipts, purchase orders, timesheets with name/wage/hours, cost allocation, general ledger, warrants, etc., must be submitted as a backup for the match.
- E.** Non-reimbursable Expenses:
- Transfer of funds between any programs. Contracts, single vendor response to a competitive bid, sole source contracts, and any procurement documentation not pre-approved by DHSEM.
  - Training and related travel costs not pre-approved by DHSEM.
  - 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, and 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.
  - Standalone working meals.
  - Bar charges, alcoholic beverages.
  - Finance, late fees, or interest charges.
  - Lobbying, political contributions, and legislative liaison activities.
  - Organized fundraising, including salaries of persons while engaged in these activities.
  - Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.
- F. Payment Conditions.** The sub-recipient must certify that in requesting and accepting a sub-grant payment, they have spent those funds on eligible expenditures; that the work performed was within

the scope of work allowed for specific projects; and that all records pertinent to specific projects will be retained for at least the periods required under record retention regulation requirements from the closeout of the last project. The period of record retention for grant and financial data is three years if state funds are paid.

**G. Delays and Denial of Payment.** Reasons for delays in FEMA processing of payment requests include, but are not limited to, the following:

- Vendor identification number is missing or incorrect;
- Disaster and project number is missing;
- Period of performance (POP) listed is incorrect;
- Service delivery dates do not agree with invoices or outside of contract period;
- Dollar amount on forms do not agree;
- Mathematical errors;
- Full address of sub-grantee is not included;
- Sub-recipient did not provide required back-up documentation; or

Reasons for NMDHSEM declining payment requests include, but are not limited to, the following:

- The POP has expired;
- The amount exceeds the remaining funding available for disbursement prior to the final financial and program compliance reviews (the hold or funding retention amount);
- Request for payment requires a state and/or budget amendment, and cannot be processed until the amendment request is received/approved;
- The reimbursement requested is for an activity outside of the approved scope of work;
- Forms are not signed by an authorized person, or are signed by only one signatory;
- Reimbursement of awarded funds have been suspended due to a non-compliance issue such as failure to submit quarterly reports; or
- Reimbursements of awarded funds have been suspended due to noncompliance activities.

**Sub-recipients can reduce the likelihood of delays in processing of payment requests by checking for accuracy prior to submission.**

### **ARTICLE 3: AUDITING AND REPORTING REQUIREMENTS**

**A. Quarterly Reports.** In accordance with 2 C.F.R. § 200.328, the Applicant shall submit quarterly reports to the NMDHSEM beginning with the first full quarter after the signature date on the Sub-recipient Grant Agreement. The NMDHSEM will provide sub-recipient a form for this report. Quarterly reports are due no later than the 15th of the month following the end of the quarter - January 15, April 15, July 15, and October 15.

In order that NMDHSEM may adequately evaluate the progress and status of each sub-grant, quarterly reports shall contain a description of the work accomplished to date, the methods and procedures used, the anticipated completion date, a summary of all project costs to date, and other such information as may be of assistance in its evaluation of the project.

Reports shall be sent to the Department of Homeland Security & Emergency Management, Recovery Unit, P.O. Box 27111, Santa Fe, NM 87502, or electronically to [DHSEM.mitigation@dhsem.nm.gov](mailto:DHSEM.mitigation@dhsem.nm.gov).

**B. Additional Reporting Requirements.** The sub-recipient must immediately report in writing to the NMDHSEM Mitigation Unit any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-recipient Grant Agreement. This extends to reporting any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized

project. Additional reporting and financial reconciliation requirements may also be requested at NMDHSEM and FEMA's request. Failure to comply with these requests may jeopardize funding and may be a breach of this Sub-recipient Grant Agreement.

- C. Enforcement.** The NMDHSEM may suspend drawdowns, impose other special conditions, or take other authorized action pursuant to 2 C.F.R. § 200.339 (Remedies for Noncompliance) if the sub-recipient does not submit accurate and timely reports. This may include, among other things, the administrative closeout of a grant and/or any projects under a grant when the sub-recipient is not responsive to reasonable efforts NMDHSEM makes to collect required reports needed to complete closeout. Administrative closeout is a unilateral mechanism by NMDHSEM to move forward with project or grant closeout using available grant information in lieu of final reports. This can require NMDHSEM to make cash or cost adjustments and ineligible cost determinations, which may result in identifying a debt owed to FEMA and/or NMDHSEM.
- D. Financial Procedures.** The sub-recipient agrees to maintain financial procedures and support documents and to establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting principles or as directed by the Governor's Authorized Representative, to account for the receipt and expenditure of funds under this Agreement. If applicable, RECIPIENT / SUBGRANTEE shall conduct audit(s) pursuant to the Single Audit Act of 1984, 31 U.S.C. § 7501 et. seq., 44 C.F.R. Part 14, 2 C.F.R. Part 200, OMB Circular A-133, "Audits of States, Local Governments, and Non-profit Organizations," and applicable New Mexico laws, rules and regulations. Further, sub-recipient must provide a hard copy of the Single Audit Report within sixty (60) days of the close of its fiscal year. Otherwise, pursuant to 44 C.F.R. § 13.43, NMDHSEM may withhold or suspend payments under any grant award.

The sub-recipient shall retain all financial records, supporting documents, statistical records, and any other documents pertinent to this contract for a period of five years after the date of submission of the final expenditures report. However, if litigation or an audit has been initiated prior to the expiration of the three-year period, the records shall be retained until the litigation or audit findings have been resolved.

- E. Authorizing Statute.** This award is made under the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Pub. L. No. 93-288 (1974) (codified as amended at 42 U.S.C. §§ 5121-5207) (Stafford Act), in accordance with 44 C.F.R. § 206.44. All scopes of work and costs approved as a result of this Sub-recipient Grant Agreement, whether as estimates or final costs approved through subawards, PWs, or otherwise, will incorporate by reference the terms of this Sub-recipient Grant Agreement and must comply with applicable laws, regulations, policy, and guidance in accordance with this Sub-recipient Grant Agreement.

Pursuant to Executive Order 13858 Strengthening Buy-American Preferences for Infrastructure Projects, FEMA encourages recipients to use, to the greatest extent practicable and consistent with the law, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in Public Assistance and HMGP eligible public infrastructure repair and construction projects affecting surface transportation, ports, water resources including sewer and drinking water, and power. Such preference must be consistent with the law, including cost and contracting requirements at 2 C.F.R. Part 200.

- F. Additional Terms and Conditions.** The following additional sub-grant agreement documents are fully incorporated into this Sub-recipient Grant Agreement and thereby constitute additional terms and conditions of this agreement.
- The Stafford Act, its implementing regulations contained in Title 44 of the C.F.R., and FEMA policy and guidance.

- **Hazard Mitigation Assistance Guide (March 2023)**
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth at 2 C.F.R. Parts 200 and 3002.
- Attachment 1 United States Department of Homeland Security (USDHS) Standard Terms and Conditions (January 24, 2022) in effect on the date of the Declaration which are incorporated by reference into this Sub-recipient Grant Agreement
- Attachment 2 Reimbursement Checklist
- Attachment 3 Glossary and Definitions
- Attachment 4 Acronyms

#### ARTICLE 4: SCOPE OF WORK

- A. As authorized by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (the Stafford Act), as amended (42 U.S.C. § 5121 et seq.), and Section 662 of the Post Katrina Emergency Reform Act of 2006, as amended (6 U.S.C. § 762), the [City of Santa Fe](#). The has been awarded funds for Cerrillos Rd stormwater infiltration at Ashbaugh Park. Funds shall be utilized as outlined in the approved budget as awarded by FEMA on **02/15/2024**. The Sub Recipient shall match the Federal Award Amount of **\$540,263.60**, with a local jurisdictional amount of **\$168,858.87** for a total project cost of **\$709,122.47** All work performed pursuant to this agreement must comply with the approved FEMA application. All work must be completed within the performance period, between **02/15/2024 – 02/14/2027** 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 the [City of Santa Fe](#).
- B. Approved projects must commence within the first reporting quarter. If a project cannot commence and be operational within the first reporting quarter of the approved award date, the sub-Recipient must submit a written statement to DHSEM, signed by the sub-recipient signatory officials, justifying the delay in implementation, the expected starting date, and a formal request to extend the project start date past the first reporting quarter. At the sole discretion of DHSEM, the grant award is subject to cancellation, and funds may be de-obligated and reallocated to other projects.

#### ARTICLE 5: PUBLICATIONS

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

#### ARTICLE 6: PERFORMANCE PERIODS

The performance period for this sub-grant award is **02/15/2024 – 02/14/2027**. Further, all personnel-related grant activity must be completed between **02/15/2024 – 02/14/2027**. Funds may not be obligated outside of these time periods. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. **All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the *Final Progress and Financial Reports* are due.**

#### ARTICLE 7: RECOVERY OF FUNDS FOR DUPLICATION OF BENEFITS AND INELIGIBLE ACTIVITIES

- A. Ineligible Activities.** The FEMA and/or NMDHSEM may disallow costs and recover funds based on the results of audit or review during or after performance of the award to ensure compliance with the terms of the Sub-recipient Grant Agreement and award document. The FEMA and/or NMDHSEM is required to recover funds when the sub-recipient has ineligible underruns (for example, actual costs for a PA large project are less than the amount awarded based on initial estimates); knowingly or negligently withholds or misrepresents material information; fails to complete work and comply with the terms of this Sub-recipient Grant Agreement or the approved award; expends federal funds in error; or incurs costs that are unreasonable or otherwise disallowed. If, after exhaustion of appeal rights, FEMA and/or NMDHSEM determines a debt is owed, the State has 30 days to resolve the amount owed before the debt is referred to the FEMA Finance Center for collection. The State may do so by directly paying FEMA. The State may also deposit the amount owed directly into the applicable subaccount in U.S. Health and Human Services (HHS)/Smartlink and notify FEMA when it has reimbursed that subaccount, after which FEMA will de-obligate that amount in the subaccount. Alternatively, the sub-recipient may request to substitute unallowable costs for other costs that are allowable (e.g., necessary, allocable, and reasonable under the same award and have not yet been reimbursed by FEMA).
- B. Duplication of Benefits.** In accordance with the provisions of 42 U.S.C. § 5155 (Section 312 of the Stafford Act), duplication of benefits is prohibited. The NMDHSEM must take all actions necessary and reasonable to ensure that all who receive federal assistance are aware of their responsibility to repay federal assistance that is duplicated by amounts available from insurance or any other source for the same purpose. The FEMA and/or NMDHSEM may at any time, pre-award or post-award, adjust the level of funding provided to account for financial assistance provided from any other source for the same purpose as the federal assistance or to account for benefits available for the same purpose from another source, irrespective of whether they are actually received. The sub-recipient shall notify NMDHSEM, as soon as practicable, of the existence of any insurance coverage for the costs identified in the application and of any entitlement to or recovery of funds from any other source for the project costs, including Small Business Administration funding, United States Department of Agriculture (USDA), and other Federal, State, and private funding. The amount of duplicate sources available shall reduce allowable costs. The sub-recipient shall be liable to NMDHSEM to the extent that the sub-recipient receives duplicate benefits from any other source for the same purposes for which the sub-recipient has received payment from the NMDHSEM.
- C. Cooperation.** The NMDHSEM agrees, on its behalf and on behalf of its political subdivisions and others that receive federal assistance, to cooperate with the Federal Government in seeking recovery of federal assistance against any party or parties whose intentional acts or omissions or whose negligence or other tortious conduct may have caused or contributed to the damage or hardship for which federal assistance was provided under this Sub-recipient Grant Agreement. If applicable, FEMA will treat recovered funds as duplicated benefits available to NMDHSEM/sub-recipient in accordance with Section 312 of the Stafford Act (codified as amended at 42 U.S.C. § 5155).
- D. NMDHSEM Responsibilities.** The NMDHSEM is responsible for recovering federal assistance expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.
- a. The NMDHSEM must notify FEMA of any potential debt as a result of federal funds expended in error, misrepresentation, fraud, or for costs otherwise disallowed or unused.
  - b. The NMDHSEM must report all cases of suspected fraud to the USDHS Office of Inspector General. The NMDHSEM must cooperate with any investigation conducted by the USDHS Office of Inspector General. The NMDHSEM must cooperate with FEMA regarding any and all lawsuits that may result from the NMDHSEM or FEMA's attempt to recover funds or disallow costs.

- E. Statute of Limitations.** The 3-year statute of limitations limiting FEMA's ability to initiate an administrative action to recover funds paid as provided for in Section 705(a) of the Stafford Act (codified as amended at 42 U.S.C. § 5205(a)) begins with:
- a. Initiation of an Administrative Action to Recover Payment.** The initiation of an administrative action to recover payment includes FEMA's written notice to the NMDHSEM or a sub-recipient of a questioned or disallowed cost or improper payment (including a request for information concerning such cost or payment) and written notice to the NMDHSEM or a sub-recipient of a FEMA or 3<sup>rd</sup> party review or audit.
- F. Refunds, Rebates, and Credits.** The NMDHSEM must transfer to FEMA the appropriate share, based on the federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this Sub-recipient Grant Agreement. The NMDHSEM must take necessary action to promptly collect all monies due or which may become due and if applicable, to cooperate with the Federal Government in any claim or suit in connection with amounts due.
- G. Non-Compliant Sub-recipients.** As per 2 C.F.R. §§ 200.207, 200.303(d) and 200.338(A-F), NMDHSEM can selectively use any or all the following remedies and prompt actions for non-compliance with any term of an award to include audit finding(s):
- a.** Increased monitoring of projects and require additional financial and performance reports.
  - b.** Disallow advance payment process.
  - c.** Temporarily withhold payments pending correction of the deficiency.
  - d.** Disallow or deny use of funds and matching credit for all or part of the cost of the activity or action not in compliance.
  - e.** Request FEMA to completely or partially de-obligate funding for a project.
  - f.** Temporarily withhold payments pending correction of the deficiency by the sub-recipient.
  - g.** Withhold further awards for the grant program.
  - h.** Take other programmatic or legally available remedies.

## **ARTICLE 8: CONSTRUCTION REQUIREMENTS**

- A.** The NMDHSEM must ensure that all applicable federal, state, and local permits and approvals are obtained, and all permit conditions are addressed before the start of any construction activity, including FEMA and NMDHSEM/sub-recipient compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other applicable environmental laws and executive orders. All construction should be in accordance with approved permits, projects plans and specifications, applicable building codes, and program guidance.

## **ARTICLE 9: NATIONAL ENVIRONMENTAL POLICY ACT (NEPA)/ENVIRONMENTAL PLANNING AND HISTORIC PRESERVATION (EHP) COMPLIANCE**

- A.** The sub-recipient must provide information to FEMA 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 sub-recipient must comply with all federal, state, local, tribal, and territorial EHP requirements and obtain applicable permits and clearances.
- B.** Sub-recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground

disturbance, new construction, and modifications to buildings that are 50 years old or older, and exercises. The sub-recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. An EHP Screening Form does not need to be provided for those exercises that are planned to take place at previously approved facilities, such as, fire and police academies, search and rescue training facilities, and explosive testing centers. Any type of exercise that requires any type of land, water, or vegetation disturbance or building of temporary structures must undergo an EHP review.

- C. 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 sub-recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the sub-recipient will immediately cease construction in that area and notify NMDHSEM, FEMA and the New Mexico Historic Preservation Division. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

#### **ARTICLE 10: PROPERTY AND EQUIPMENT MANAGEMENT**

- A. The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 CFR 200.326. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: **PURCHASED WITH FUNDS PROVIDED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY**. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM prior to the jurisdiction's encumbrance or expenditure for that equipment.
- B. The subrecipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 200.326. The subrecipient 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 NMDHSEM 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 subrecipient 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 NMDHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.
- C. Any disposition of property or equipment must be in accordance with 2 C.F.R. § 200.313(e) and pre-approved by FEMA through NMDHSEM.

#### **ARTICLE 11: SUBRECIPIENT MONITORING POLICY**

- A. In accordance with 2 C.F.R. § 200.328, NMDHSEM may periodically monitor a sub-recipient's projects to ensure that program goals, objectives, timelines, budgets, and other related program criteria are being met. The NMDHSEM reserves the right to periodically review and conduct analysis of the sub-recipient's financial, programmatic, and administrative policies and procedures. This monitoring may include review of accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting, procurement, records management, payroll, means of allocating staff costs, property and equipment management system, progress of project activities, etc. This may include unscheduled desk audits and field inspections. The sub-recipient shall accommodate all such requests within reason. If the sub-recipient encounters any unanticipated problem with the Scope of Work, allowed costs, procurement, permitting, or other difficulty, the sub-recipient must communicate that problem to NMDHSEM promptly. Work on affected projects must be suspended until the problem is

resolved. Technical assistance is available from NMDHSEM staff.

- B.** The sub-recipient will immediately, no later than 24-hours upon notice, report to NMDHSEM allegations of wrong-doing on the part of any contractor, sub-contractor, agent or employee of the sub-recipient, or other interested party in reference to the work authorized under this Sub-recipient Grant Agreement. This extends to any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

## **ARTICLE 12: PROCUREMENT**

- A.** Procurement shall comply with all federal, state, and local procurement requirements including 2 C.F.R. § 200.320 and the [New Mexico Procurement Code](#) for expenditure of funds under this Agreement. The Applicant must conform to applicable state and federal law and the Procurement Standards Sections 2 C.F.R. § 200.317-326, and Appendix II. 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.
- B.** When procuring property and services under this agreement, the sub-recipient will follow 2 C.F.R. § 200.318 through 2 C.F.R. § 200.326 and Appendix II. The sub-recipient must use its own documented procurement procedures which reflect applicable state, local, tribal, and territorial laws, and regulations, provided that the procurements conform to applicable federal law and the standards identified in 2 C.F.R. § 200. As such, the sub-recipient must use one of the methods of procurement identified in 2 C.F.R. § 200.320.
- C.** Also, per 2 C.F.R. § 200.318(i), subrecipients are required to maintain and retain records sufficient to detail the history of procurement covering at least the rationale for the procurement method, selection of contract type, contractor selection or rejection, and the basis for the contract price. States and territories are encouraged to maintain and retain this information as well and are reminded that in order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g). Examples of the types of documents that would cover this information include but are not limited to:
  - a.** Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
  - b.** Responses to solicitations, such as quotes, bids, or proposals;
  - c.** Pre-solicitation independent cost estimates and post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
  - d.** Contract documents and amendments, including required contract provisions; and
  - e.** Other documents required by federal regulations applicable at the time a subgrant is awarded to a subrecipient.
- D.** Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports. 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 NMDHSEM.
- E.** The sub-recipient will follow the property standards articulated in 2 C.F.R. § 200.310 through 2 C.F.R. § 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. Property and equipment records shall be maintained for a period of three years following the final disposition, replacement or transfer of the property and equipment.

## ARTICLE 13: CONTRACTS

- A. 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.
- B. Any contract shall comply with the requirements of Procurement Standards Sections of 28 C.F.R. Parts 66 and 70, 2 C.F.R. Part 200 and OMB Circulars A-102 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" for expenditure of Federal funds under this Sub-recipient Grant Agreement. Applicants shall submit procurement and contracts to NMDHSEM for review prior to approval. Contracts for professional services must meet applicable local, state, and federal requirements. All contractors must be licensed in New Mexico for the type of work that is required. Prior to any contracted work beginning, the sub-recipient shall provide NMDHSEM with a copy of the contractor's license. Contract work must not exceed the scope of work and PW awarded amount prescribed by FEMA, unless requested through a scope of work change and approval from FEMA.
- C. Any contract entered during this sub-grant period shall comply with local, State, and Federal government contracting regulations. Professional and consultant services contracts must include local, State, and Federal government-required contract language, a project budget, SOW, and a pay schedule. **All contracts require pre-approval by DHSEM prior to execution.** 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 14: COMPETITION AND CONFLICTS OF INTEREST

- A. Among the requirements of 2 C.F.R. § 200.319(b) applicable to all non-federal entities other than states, in order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. The FEMA considers these actions to be an organizational conflict of interest and interprets this restriction as applying to contractors that help a subrecipient develop its grant application, project plans or project budget. This prohibition also applies to the use of former employees to manage the grant or carry out a contract when those former employees worked on such activities while they were employees of the non-federal entity.
- B. Under this prohibition, unless the subrecipient solicits for and awards a contract covering both development and execution of specifications (or similar elements as described above), and this contract was procured in compliance with 2 C.F.R. §§ 200.317 – 200.327, federal funds cannot be used to pay a contractor to carry out the work if that contractor also worked on the development of those specifications. This rule applies to all contracts funded with federal grant funds, including pre-award costs, such as grant writer fees, as well as post-award costs, such as grant management fees. Additionally, some of the situations considered to be restrictive of competition include, but are not limited to:
  - a. Placing unreasonable requirements on firms for them to qualify to do business;
  - b. Requiring unnecessary experience and excessive bonding;
  - c. Noncompetitive pricing practices between firms or between affiliated companies;
  - d. Noncompetitive contracts to consultants that are on retainer contracts;
  - e. Organizational conflicts of interest;

- f. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
  - g. Any arbitrary action in the procurement process.
- C. Per 2 C.F.R. § 200.319(c), the subrecipient must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, tribal, or territorial geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. **When contracting for architectural and engineering services, geographic location may be a selection criterion, provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.**
- D. Under 2 C.F.R. § 200.318(c)(1), the subrecipient is required to maintain written standards of conduct covering conflicts of interest and governing the actions of their employees engaged in the selection, award, and administration of contracts. **No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest.** Such conflicts of interest would arise when the employee, officer or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The non-federal entity's officers, employees, and agents may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, subrecipient entities may set standards for situations in which the financial interest is not substantial, or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-federal entity.
- E. Under 2 C.F.R. § 200.318(c)(2), if the subrecipient has a parent, affiliate, or subsidiary organization that is not a state, local, tribal or territorial government, the subrecipient must also maintain written standards of conduct covering organizational conflicts of interest. In this context, organizational conflict of interest means that because of a relationship with a parent company, affiliate, or subsidiary organization, the subrecipient is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The non-federal entity must disclose in writing any potential conflicts of interest to FEMA or NMDHSEM in accordance with applicable FEMA policy.

## ARTICLE 15: CONTRACTS

- A. Contracts for professional and consultant services executed during this grant period must include federal, state, local, tribal, and territorial government required contract language, a project budget, and require pre-approval by NMDHSEM 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. *See* 2 C.F.R. § 200.1, 2 C.F.R. § 200 Appendix II to Part 200.

## ARTICLE 16: AUDIT REQUIREMENTS

- A. As a 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 the Single Audit described in 2 C.F.R. § 200.501. The sub-recipient will permit state or federal officials and auditors to have access to sub-recipient and contractor records and financial statements as necessary for

the state to comply with 2 C.F.R. § 200.501. Copies of audit findings must be submitted to NMDHSEM within 30 days after the sub-recipient receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier. Include the federal agency name, program, grant number, the CFDA title and number, and the name of the pass-through agency (NMDHSEM) in all documents.

## **ARTICLE 17: RECORDS RETENTION**

### **A. Records Retention.**

- a. **State Requirement.** The State must retain records for three years after all projects are complete and the federal disaster is formally closed out, except in certain rare circumstances described in 2 C.F.R. § 200.334 (Retention requirements for records), from the date it submits the final Federal Financial Report (SF-425) to FEMA in compliance with 2 C.F.R. § 200.334. If FEMA administratively closes the grant where no final SF-425 was submitted, FEMA uses the date the grant was administratively closed as the start date for the three-year record retention period.
- b. **Sub-recipient Requirement.** The sub-recipients must retain project or subaward records for at least three years from the date that the NMDHSEM submits to FEMA the final expenditure report for a project or subaward. If, however, there is any litigation, claim, negotiation, audit, request for information, or other action involving the project or subaward that starts before that date, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the three-year period, whichever is later.
- c. The sub-recipient will follow the record retention and access standards articulated in 2 C.F.R. § 200.333 through 2 C.F.R. § 200.337. The grant financial and administrative records shall be maintained for a period of three 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 years following the final disposition, replacement or transfer of the property and equipment.
- d. The sub-recipient will be required to maintain project records until the expiration of the appropriate retention period. This includes records related to Management Costs, procurement, contracting, accounts payable, engineering, inventory, force account (materials, labor, and equipment), insurance settlements or other records related to the project scope of work. Retention procedures are outlined in the Hazard Mitigation Assistance Grant Programs Administrative Plan.

## **ARTICLE 18: CHANGES TO AWARD**

- A.** 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 Sub-recipient Grant 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 Sub-recipient Grant Agreement have otherwise been met at the time of the request. If approved by NMDHSEM and FEMA, 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, will result in an amendment to this award. Requests for changes must be formally submitted to NMDHSEM and FEMA.
- B.** Changes to this Sub-recipient Grant Agreement will be made via a Sub-recipient Grant Agreement Amendment. The NMDHSEM will prepare each Amendment when needed. No Sub-recipient Grant

Agreement Amendment is valid until fully executed.

## **ARTICLE 19: REMEDIES FOR NONCOMPLIANCE**

- A.** 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. The NMDHSEM 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. The NMDHSEM 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 five days of receipt of notification.
- a.** Unwillingness or inability to attain project goals or scope of work.
  - b.** Unwillingness or inability to adhere to Special Conditions of this Sub-recipient Grant Agreement.
  - c.** Failure or inability to adhere to grant guidelines and federal compliance requirements.
  - d.** Improper procedures regarding contracts and procurements.
  - e.** Failure to submit reliable and/or timely reports.
  - f.** Fiscal management which does not meet reasonable professional standards.
  - g.** Failure or inability to adhere to the terms and conditions of this Sub-recipient Grant Agreement.
  - h.** Unwillingness or inability to obtain permits required by law to perform the eligible work.
  - i.** Noncompliance with any and all federal, state, local and tribal grant requirements.
- B.** The NMDHSEM shall notify the sub-recipient of any non-compliance issues in writing and shall attempt to arrive at a resolution in a timely and reasonable fashion. If corrective action is required, NMDHSEM and the sub-recipient shall determine a timeline and landmarks for remediation. The NMDHSEM may require additional detailed financial reports or additional project monitoring. The ultimate penalty for non-compliance with the terms and conditions of this Sub-recipient Grant Agreement is for payments to be withheld or for the award to be suspended or terminated. The sub-recipient agrees to make restitution if necessary.
- C.** The NMDHSEM may take action as it determines appropriate under the circumstances including but not limited to withholding of payments, disallowance of costs, suspension or termination of the award if the sub-recipient fails to comply with applicable Federal and State statutes, regulations, or the terms of this Sub-recipient Grant Agreement pursuant to 2 C.F.R. § 200.339.
- D.** Nothing in this section abrogates the sub-recipient's right of appeal.

## **ARTICLE 20: TERMINATION**

- A. For Cause:** In compliance with 2 C.F.R. § Part 200.340(a)(1), if performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. The NMDHSEM will provide notice of five days to the subrecipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. The NMDHSEM will reimburse the subrecipient 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 NMDHSEM until completion of a final NMDHSEM review. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. § 200.313(e).

- B. For Convenience:** In compliance with 2 CFR Part 200.340(a)(4), this Agreement may be terminated without cause by the subrecipient upon written notice setting forth the reasons for such termination, and the effective date 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 subrecipient; though a partial termination notification must specify that portion of the project which is to be terminated. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Disposition of any equipment acquired under a terminated grant must be in accordance with 2 C.F.R. § 200.313(e).

## **ARTICLE 21: CLOSEOUT OF SUB-GRANT**

- A. Closeout of Projects.** Per 2 C.F.R. § 200.344, sub-recipients must submit all cost and supporting documentation for completed projects. The NMDHSEM will review and verify all costs and supporting documents to validate compliance. Failure to comply will result in de-obligation of the project. The NMDHSEM will close each sub-recipient file once it has conducted full review and approval of all supporting documents for compliance and all projects are completed and has project activity closed out.
- a. Management Costs.** Management Costs will be used for internal staff salaries, contractor payments and other support costs associated with this grant. This will be in accordance with all laws, rules, and FEMA regulations. Management Costs will be processed in accordance with the Hazard Mitigation Assistance Program and Policy Guide.

**The NMDHSEM commits to closeout of all grants regardless of the availability of management costs.**

## **ARTICLE 22: SPECIAL CONDITIONS**

- A.** The terms of this Sub-recipient Grant Agreement are contingent upon sufficient appropriations and authorizations being made by the USDHS FEMA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act U.S.C. §§ 5121-5207. If sufficient appropriations and authorizations are not made by FEMA this Sub-recipient Grant Agreement shall terminate immediately upon written notice being given by NMDHSEM to the sub-recipient. The decision of NMDHSEM shall be final.
- B.** If NMDHSEM proposes an Amendment to the Sub-recipient Grant Agreement to unilaterally reduce funding, the sub-recipient shall have the option to terminate the Sub-recipient Grant Agreement or agree to the reduced funding within 30 days of receipt of the proposed Amendment.
- C.** Each party shall be solely responsible for fiscal or other sanctions occasioned because of its own violation of requirements applicable to the performance of this Sub-recipient Grant Agreement. Each party shall be liable for its own actions or inactions in accordance with state law and nothing herein shall be deemed a waiver, indemnity or to otherwise create or effect liabilities between the parties.
- D.** The grant award amount is a funding allocation and is not to be interpreted as expenditure authorizations or approvals.
- E.** All awarded projects must be planned for, conducted, budgeted, and expended within the designated performance period.

- F.** Quarterly financial and progress reports are due on October 15, January 15, April 15, and July 15, within the POP. Final reports are due 15 days after the end of POP.
- G.** All revision requests must be reviewed and approved by NMDHSEM staff. All requests must meet the original scope of the project which may result in a sub-recipient grant amendment.
- H.** A revision of a project's SOW must be pre-approved by NMDHSEM staff before the jurisdiction can proceed with the request for approval process. If the revision is approved, NMDHSEM staff may request additional documentation to proceed with recommendation to NMDHSEM Leadership for final approval.
- I.** The beneficiary of this award is solely responsible for all expenditures that are incurred outside of the award performance period. All expenditures that are incurred above and beyond the amount of this Sub-recipient Grant Agreement are the sole responsibility of the sub-recipient of this award.
- J.** Procurement from Minority Owned and Women Owned Business is encouraged and must be tracked and reported to NMDHSEM on the quarterly reports.
- K.** Upon completion of all awarded projects, any remaining funds will be de-obligated and reverted to NMDHSEM for return to FEMA.
- L.** Extensions due to exigent or emergency circumstances will be determined by NMDHSEM on a case-by-case basis.



**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 sub-recipient 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 sub-recipient certifies it has read, understood, and accepted these documents as binding.

**SUB-RECIPIENT GRANT AGREEMENT**  
**Signatures of Acceptance**

<b>SUB-GRANT NO:</b>			
<b>JURISDICTION GRANT PROGRAM MANAGER PRINTED NAME:</b>			
<b>OFFICIAL SIGNATURE:</b>		<b>DATE:</b>	
<b>CONTACT NUMBER:</b>		<b>E-MAIL ADDRESS:</b>	
<b>JURISDICTION CHIEF FINANCIAL OFFICER PRINTED NAME:</b>			
<b>OFFICIAL SIGNATURE:</b>		<b>Date:</b>	
<b>CONTACT NUMBER:</b>		<b>E-MAIL ADDRESS:</b>	
<b>JURISDICTION SIGNATORY OFFICIAL PRINTED NAME:</b>			
<b>OFFICIAL SIGNATURE:</b>		<b>DATE:</b>	
<b>CONTACT NUMBER:</b>		<b>E-MAIL ADDRESS:</b>	
<b>NMDHSEM MITIGATION PROGRAM BUREAU CHIEF PRINTED NAME:</b>			
<b>NMDHSEM MITIGATION PROGRAM BUREAU CHIEF OFFICIAL SIGNATURE / DATE:</b>			
<b>NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF PRINTED NAME:</b>			
<b>NMDHSEM GRANTS MANAGEMENT BUREAU CHIEF OFFICIAL SIGNATURE / DATE:</b>			
<b>NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL PRINTED NAME:</b>			
<b>NMDHSEM DEPUTY CABINET SECRETARY OFFICIAL SIGNATURE / DATE:</b>			

Print one original agreement, sign and email to: [DHSEM.MITIGATION@DHSEM.nm.gov](mailto:DHSEM.MITIGATION@DHSEM.nm.gov)

CITY OF SANTA FE:

\_\_\_\_\_  
ALAN WEBBER, MAYOR

DATE: \_\_\_\_\_

ATTEST:

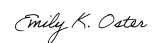
\_\_\_\_\_  
CITY CLERK

CITY ATTORNEY'S OFFICE:



\_\_\_\_\_  
ASSISTANT CITY ATTORNEY

APPROVED FOR FINANCES:



11/01/2024

\_\_\_\_\_  
FINANCE DIRECTOR

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**ATTACHMENT 1**  
**USDHS Standard Terms and Conditions**  
**(January 24, 2022)**

The Fiscal Year (FY) 2022 USDHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2022. These terms and conditions flow down to sub-recipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations.

All legislation and digital resources are referenced with no digital links. The FY 2022 USDHS Standard Terms and Conditions will be housed on dhs.gov at [www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions](http://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions).

**A. Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

- I. USDHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the USDHS financial assistance office (USDHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency.
- II. USDHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by USDHS at 2 C.F.R. Part 3002.
- III. By accepting this Agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB’s guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

**B. General Acknowledgements and Assurances**

All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing USDHS access to records, accounts, documents, information, facilities, and staff.

- I. Recipients must cooperate with any USDHS compliance reviews or compliance investigations conducted by USDHS.
- II. Recipients must give USDHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel.
- III. Recipients must submit timely, complete, and accurate reports to the appropriate USDHS officials and maintain appropriate backup documentation to support the reports.
- IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance.
- V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from USDHS or one of its awarding component agencies must complete the USDHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of USDHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov). This tool clarifies the civil rights obligations and related reporting requirements contained in the USDHS

Standard Terms and Conditions. Sub-recipients are not required to complete and submit this tool to USDHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.

The USDHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to [CivilRightsEvaluation@hq.dhs.gov](mailto:CivilRightsEvaluation@hq.dhs.gov) prior to expiration of the 30-day deadline.

### **C. Standard Terms & Conditions**

#### **I. Acknowledgement of Federal Funding from USDHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

#### **II. Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

#### **III. Age Discrimination Act of 1975**

Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.

#### **IV. Americans with Disabilities Act of 1990**

Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.

#### **V. Best Practices for Collection and Use of Personally Identifiable Information**

Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. USDHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the USDHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.

#### **VI. Civil Rights Act of 1964 – Title VI**

Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. USDHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.

**VII. Civil Rights Act of 1968**

Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

**VIII. Copyright**

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.

**IX. Debarment and Suspension**

Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by USDHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.

**X. Drug-Free Workplace Regulations**

Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).

**XI. Duplication of Benefits**

Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons.

**XII. Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX**

Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. USDHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

- XIII. Energy Policy and Conservation Act**  
Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
- XIV. Ensuring the Future is Made in All of America by All of America’s Workers**  
Recipients must comply with the “Build America, Buy America” provisions of the Infrastructure Investment and Jobs Act and E.O. 14005 which provide that, as appropriate and to the extent consistent with law, the recipient must use all practicable means within their authority under a federal award to provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products.)
- XV. False Claims Act and Program Fraud Civil Remedies**  
Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made.)
- XVI. Federal Debt Status**  
All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
- XVII. Federal Leadership on Reducing Text Messaging while Driving**  
Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
- XVIII. Fly America Act of 1974**  
Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
- XIX. Hotel and Motel Fire Safety Act of 1990**  
Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a.
- XX. John S. McCain National Defense Authorization Act of Fiscal Year 2019**  
Recipients, sub-recipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to USDHS recipients, sub-recipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products

and contracting with certain entities for national security reasons.

**XXI. Limited English Proficiency (Civil Rights Act of 1964, Title VI)**

Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the USDHS Recipient Guidance: <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.

**XXII. Lobbying Prohibitions**

Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

**XXIII. National Environmental Policy Act**

Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

**XXIV. Nondiscrimination in Matters Pertaining to Faith-Based Organizations**

It is USDHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by USDHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual USDHS programs.

**XXV. Non-Supplanting Requirement**

Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.

**XXVI. Notice of Funding Opportunity Requirements**

All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.

**XXVII. Patents and Intellectual Property Rights**

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.

**XXVIII. Procurement of Recovered Materials**

States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

**XXIX. Rehabilitation Act of 1973**

Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

**XXX. Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements.**

If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

**XXXI. Reporting Subawards and Executive Compensation Reporting of first tier subawards.**

Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.

**XXXII. SAFECOM**

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

**XXXIII. Terrorist Financing**

Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.

**XXXIV. Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons.**

Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15,

the full text of which is incorporated here by reference.

**XXXV. Universal Identifier and System of Award Management**

Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.

**XXXVI. USA PATRIOT Act of 2001**

Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

**XXXVII. Use of USDHS Seal, Logo and Flags**

Recipients must obtain permission from their USDHS FAO prior to using the USDHS seal(s), logos, crests or reproductions of flags or likenesses of USDHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.

**XXXVIII. Whistleblower Protection Act**

Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

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## ATTACHMENT 2 Reimbursement Checklist

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

### EQUIPMENT

- Have all invoices been included?
- Has AEL # been identified for each purchase?
- If service/warranty expenses are listed, are they only for the performance period of the grant?
- Has proof of payment been included? (e.g., canceled check, Electronic Funds Transfer (EFT) confirmation, or P-Card back up documentation which will include receipt with vendor, copy of credit card statement showing expense charged, and payment to credit card Company for that statement)

### CONSULTANTS/CONTRACTORS

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

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

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

### **OTHER:**

- If EHP form needed – has copy of it and approval from USDHS/FEMA been included?

### MATCHING FUNDS (IF APPLICABLE)

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

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## ATTACHMENT 3 Glossary and Definitions

**Applicant:** When an entity applies for PA funding, it is the **Applicant**. Once the Applicant receives funding, it is either the **recipient, pass-through entity, or a sub-recipient**.

**Authorized Equipment List (AEL):** The Authorized Equipment List (AEL) is a list of approved equipment types allowed under FEMA's preparedness grant programs.

**Backfill:** The act of filling a position left by another employee who has been moved to another role.

**Cost Match:** Recipient or sub-recipient contribution. This can be cash (hard match) or third party in-kind (soft match). 2 C.F.R. 200.306.

*Cost Sharing or Matching:* The portion of project costs not paid by federal funds or contributions (unless otherwise authorized by federal statute). 2 C.F.R. 200.1 Cost sharing or matching.

**Declared fire:** An uncontrolled fire or fire complex, threatening such destruction as would constitute a major disaster, which the FEMA Regional Administrator has approved in response to a state's request for a fire management assistance declaration and in accordance with the criteria listed in 44 C.F.R. 204.21. Fire Management Assistance Declaration Criteria.

*Disallowed costs:* Those charges to a federal award that the federal awarding agency or pass-through entity determines to be unallowable, in accordance with the applicable federal statutes, regulations, or the terms and conditions of the federal award. 2 C.F.R. 200.1 Disallowed costs.

**Demobilization:** The process and procedures for deactivating, disassembling, and transporting back to their point of origin all resources that had been provided to respond to and support a declared fire.

**Disaster:** An emergency condition affecting all or part the state, overwhelming local resources, in which there is likely to be a significant recovery period. The Governor may request a Robert T. Stafford Act (Stafford Act) Disaster Declaration through FEMA, asking for the Public Assistance Program, Fire Management Assistance Program, Individual Assistance Program and Mitigation based upon known and estimated damage assessment data.

**Disaster Recovery Reform Act of 2018 (DRRA):** The DRRA represents the most comprehensive Emergency Management reform since the Post-Katrina Emergency Management Reform Act in 2006. It includes a larger and more reliable funding stream for pre-disaster mitigation, expanded assistance for individuals and households, and support for states, localities, tribes, and territories (SLTTs) to develop their own emergency management capabilities.

**Emergency:** A condition in which local and state emergency response agencies are overwhelmed by an incident to the point that federal assistance is needed. Unlike a disaster, an emergency does not have a recovery phase. The Governor may request a Stafford Act Emergency Declaration through FEMA, asking for the Public Assistance Program and/or Fire Management Assistance Grant.

**Emergency Work:** Work which must be done before, during and immediately after a disaster event to save lives and to protect improved property and public health and safety or to avert or lessen the threat of a major disaster. The FEMA Public Assistance emergency work Categories are:

- Category A (Debris Removal)
- Category B (Emergency Protective Measures)

**Equipment:** Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000. 2 C.F.R. 200.1 Equipment.

*Expenditures:* Charges made by a non-federal entity to a project or program for which a federal award was received. 2 C.F.R. 200.1 Expenditures.

**Federal Award:** The federal financial assistance that a recipient receives directly from a federal awarding agency or indirectly from a pass-through entity. 2 C.F.R. 200.1 Federal award.

**Federal Emergency Management Agency (FEMA):** The federal agency responsible for coordinating disaster recovery efforts in partnership with state, local, and tribal governments.

**Federal Share:** The portion of the federal award costs that are paid using federal funds. 2 C.F.R. 200.1 Federal share.

**FEMA/State Agreement:** A formal, legal document between FEMA and the state or a tribal government giving the understandings, commitments, terms, conditions, and timelines for assistance resulting from a federal disaster, emergency, or fire declaration, declared by the President.

**Governor's Authorized Representative (GAR):** The person designated by the Governor to execute all necessary documents for disaster assistance programs on behalf of the state and local grant recipients. The GAR is responsible for state compliance with the FEMA/State Agreement. The GAR may also be designated as the State Coordinating Officer.

**Hazard Mitigation:** Mitigation is the effort to reduce loss of life and property by lessening the impact of disasters.

**Hazard Mitigation (Sections 404 and 406):** Section 406 Mitigation measures are specific to the mechanism of the declared disaster and are an integral part of the reconstructed work on a facility or will protect or benefit the repaired portion of the facility. These are different from mitigation measures that are considered for eligibility under the Hazard Mitigation Grant Program (HMGP) of Section 404 of the Stafford Act. In the HMGP program, measures are proposed that may involve facilities other than those damaged by the disaster, new facilities, or even non-structural measures such as the development of floodplain management regulations.

**Incident Period:** The time interval during which the declared disaster occurs. The Regional Administrator, in consultation with the Governor's Authorized Representative and the Principal Advisor will establish the incident period. Generally, costs must be incurred during the incident period to be considered eligible.

The declaration designates the incident period. The incident period is the span of time during which the federally declared incident occurs. This period varies in length, depending on the incident.

**Improved Project:** When performing restoration work on a damaged facility, a sub-recipient may use the opportunity to make improvements to the facility. Projects that incorporate such improvements are improved projects. The improved facility must have the same function and at least the equivalent capacity as that of the pre-disaster facility. Federal funding for improved projects is limited to the lesser of the following: the federal share of the approved estimated costs to restore the damaged facility to its pre-disaster design and function or the federal share of the actual cost of completing the improved project. The sub-recipient must obtain FEMA approval, via the NMDHSEM, for an improved project prior to

construction.

**Indirect Costs:** Costs a recipient or sub-recipient incurs for a common or joint purpose benefitting more than one cost objective that are not readily assignable to the cost objectives specifically benefited.

**Joint Field Office (JFO):** A temporary facility established in or near a declared disaster area to serve as the field headquarters for FEMA, other federal and state recovery personnel, and serve as the focal point for federal disaster operations, direction, coordination, and information.

**Large Project:** An approved project estimated to cost the same as or more than the large project threshold amount. The large project threshold is a dollar amount adjusted annually to reflect changes in the Consumer Price Index for all urban consumers. The large project threshold amount, applicable to all projects, is the amount in effect on the declaration date of the disaster, regardless of when project approval is made or when the work is performed.

**Management Costs:** Management costs are any indirect costs, any direct administrative costs, and any other administrative expenses associated with the administration of HMA awards and subawards. Management costs are provided under HMGP, HMGP Post Fire, BRIC and FMA. For the Hazard Mitigation Grant Program (HMGP) and Hazard Mitigation Grant Program Post Fire (HMGP Post Fire), recipients will be reimbursed no more than 15% of the total amount of the award, of which not more than 10% may be used by the recipient and 5% by the subrecipient. Under HMGP and HMGP Post Fire, recipients' Administrative Plans must include procedures for monitoring and reporting on subrecipient management costs before receiving funding for management costs. For Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA), recipients may apply for a maximum of 10% of the total funds requested in their application cost estimate (federal and non-federal shares) for management costs to support the sub-applications included as part of their award. Subapplicants for BRIC and FMA may apply for a maximum of 5% of the total funds requested in a sub-application for management costs. Additional information is available in FEMA Policy #104-11-1, Hazard Mitigation Grant Program Management Costs (Interim).

**Pass-through Entity:** A non-federal entity that provides a subaward to a sub-recipient to carry out part of a federal program. 2 C.F.R. 200.1 Pass through entity (PTE).

**Performance Period for Hazard Mitigation Assistance:** The period of time stipulated in the Sub-recipient Grant Agreement, as amended, during which the sub-recipient must finish the approved work. Projects completed after the active Period of Performance deadline will be considered ineligible.

**Quarterly Financial Progress Report:** The information in this report is used by NMDHSEM to monitor sub-recipient cash flow, performance, and project implementation to ensure proper use of federal funds.

**Recipient:** Formally referred to as the grantee or sub-grantee or applicant. Federally Recognized Indian Tribal Governments may also be Recipients if they so desire and if they meet FEMA requirements.

**Recovery Officer:** Aids in the administration of disaster recovery grant programs for statewide disasters and emergencies. Coordinates and co-administers disaster recovery grant programs, ensuring that they are implemented and carried out according to state and federal program requirements.

**Recovery Unit:** This is the unit within the NMDHSEM Response and Recovery Bureau designated as responsible for the programmatic administration of the FEMA PA and FMAG Programs.

**Recovery Unit Manager:** Responsible for administering and supervising staff responsible for federal and state disaster recovery programs and serves as the Deputy State Coordinating Officer (SCO) for

emergencies or major disaster declarations.

**Response & Recovery Bureau Chief:** Responsible for supervising staff responsible for federal and state disaster recovery programs and staff that provides operational response capabilities to support the citizens of New Mexico. This position also serves as State Coordinating Officer (SCO) for emergencies or major disaster declarations.

**Request for Approval Form:** Used by sub-recipient to request approval from NMDHSEM to expend funds for previously identified and approved projects. Approval must be received prior to expenditure.

**Small Project:** An approved project estimated to cost less than the large project threshold amount.

**State Coordinating Officer (SCO):** The person designated by the Governor to coordinate state and local disaster assistance efforts with those of the federal government. The GAR may also be the SCO. The Governor will name the GAR and the SCO in the FEMA/State Agreement.

**Sub-recipient:** Formally referred to as the sub-grantee or applicant, is a state agency, local government, tribal government, other legal governmental entity, or a private non-profit (PNP) organization that receives a sub-grant award and which is accountable to the state for the use of the funds provided. The FEMA reserves the final decision as to sub-recipient eligibility.

**Supplanting:** When a state or unit of local government reduces state or local funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity. When supplanting is not permitted, federal funds must be used to **supplement** existing state or local funds for program activities and may not replace state or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace state or local funding that is required by law. If a question of supplanting arises, the sub-recipient or grantee will be required to substantiate that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. US Department of Justice Office of Justice Programs, Grants 101.

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## **ATTACHMENT 4**

### **Acronyms**

**AEL:** Authorized Equipment List  
**AGAR:** Alternate Governor's Authorized Representative  
**ASB:** Administrative Services Bureau of NMDHSEM  
**CFDA:** Catalog of Federal Domestic Assistance  
**DAC:** Direct Administrative Costs  
**DOT:** Department of Transportation  
**DPS:** Department of Public Safety  
**DRRA:** Disaster Recovery Reform Act of 2018  
**DSCO:** Deputy State Coordinating Officer  
**DSIBD:** Deputy State Infrastructure Branch Director  
**DSPAGS:** Deputy State Public Assistance Group Supervisor  
**EMAC:** Emergency Management Assistance Compact  
**EMMIE:** Emergency Management Mission Integrated Environment  
**EMNRD:** Energy, Minerals and Natural Resources Department  
**FEMA:** Federal Emergency Management Agency  
**FFATA:** Federal Funding Accountability and Transparency Act  
**FMAG:** Fire Management Assistance Grant  
**GAR:** Governor's Authorized Representative  
**IMAS:** Intrastate Mutual Aid System  
**INF:** Immediate Needs Funding  
**IOF:** Initial Operating Facility  
**JFO:** Joint Field Office  
**NSPO:** Net Small Project Overrun  
**NMDHSEM:** New Mexico Department of Homeland Security and Emergency Management  
**ONA:** Other Needs Assistance  
**OMB:** Office of Management and Budget  
**PA:** Public Assistance  
**PAGS:** Public Assistance Group Supervisor  
**PAPPG:** Public Assistance Program and Policy Guide  
**PDA:** Preliminary Damage Assessment  
**PDMG:** Program Delivery Manager  
**PIO:** Public Information Officer  
**PNP:** Private Non-Profit  
**POP:** Period of Performance  
**PW:** Project Worksheet  
**R&R:** Response & Recovery Bureau  
**REC:** Record of Environmental Consideration  
**RO:** Recovery Officer  
**RP A:** Request for Public Assistance  
**SCO:** State Coordinating Officer  
**SOW:** Scope of Work  
**SHARE:** New Mexico Statewide Human Resources, Accounting, and Management Reporting System

**SIBD:** State Infrastructure Branch Director  
**SPAGS:** State Public Assistance Group Supervisor  
**SPAO:** State Public Assistance Officer  
**USDHS:** United States Department of Homeland Security  
**USFS:** US Forest Service  
**VFO:** Virtual Field Office

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# City of Santa Fe New Mexico

## Finance Department

### Project Ledger Request Form



Date of Request: 09/06/24

Project Title: Ashbaugh Park Stormwater Infiltration Project

Project Type:  CIP  Grant  Internal Tracking

Department: Public Works/OEM Project Manager: Zoe Isaacson/Kyle Morgan Ext: 629-2539

Project Date Range: 02/15/2024 to 02/14/2027  Create Fixed Asset

Project ID: OEM2523103

Grant ID: F2513

Approved By: E.LUJAN 9/27/2024

Entered By: PL/CT (Finance Use Only)

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

Funding Source: Dept of Homeland Security/FEMA % of Funding: 75% - \$540,263.60

MUNIS ORG: 2310411/2212850 MUNIS OBJ: 490580 Awarded Amount: \$506,577/\$33,687

Funding Source: Stormwater Utility Fee (Fund 231) % of Funding: 25%

MUNIS ORG: N/A MUNIS OBJ: N/A Awarded Amount: 168,858.87

#### 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, Construction, 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 OBJs, optional)

Phase: Design MUNIS ORG: 2310411 MUNIS OBJ: 572960

Phase: Professional Contracts MUNIS ORG: 2212850 MUNIS OBJ: 510300

Phase: \_\_\_\_\_ MUNIS ORG: \_\_\_\_\_ MUNIS OBJ: \_\_\_\_\_

Contract number: \_\_\_\_\_ Comments/Other: \_\_\_\_\_

#### **GRANTS ONLY:**

Grantor Name: NMDHSEM-P/T EMT2022-BR-002 Awarded Amount: 540,263.60

AR Charge Code: 2310411/2212850-490580  Grant funds multiple projects  
(Complete a form for each project)

Grantor Id: 700034 Federal CFDA (if applicable): 97.047

*(If grants please provide all grant award documents with form)*  Attached Grant Documentation






# 2022\_BRIC\_SGA\_Stormwater

Final Audit Report

2024-10-02

Created:	2024-10-01
By:	JULIE KENNY (jckenny@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAOXnMZJgFIHoQ0NQyWEge3pZwuP0ceQV8

## "2022\_BRIC\_SGA\_Stormwater" History

-  Document created by JULIE KENNY (jckenny@santafenm.gov)  
2024-10-01 - 11:53:31 PM GMT- IP address: 63.232.20.2
-  Document emailed to Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov) for signature  
2024-10-01 - 11:54:16 PM GMT
-  Email viewed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)  
2024-10-02 - 1:31:55 AM GMT- IP address: 73.228.44.222
-  Document e-signed by Rebecca Mnuk-Herrmann (ramnukherrmann@santafenm.gov)  
Signature Date: 2024-10-02 - 1:32:31 AM GMT - Time Source: server- IP address: 73.228.44.222
-  Agreement completed.  
2024-10-02 - 1:32:31 AM GMT











# BRIC\_2022\_Stormwater\_Council\_Packet\_2024-10-21

Final Audit Report

2024-11-01

Created:	2024-10-30
By:	Justin Gonzales (jmgonzales@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5yePzQ2dVA9dubnDj89TMAHBCoWau3U

## "BRIC\_2022\_Stormwater\_Council\_Packet\_2024-10-21" History

-  Document created by Justin Gonzales (jmgonzales@santafenm.gov)  
2024-10-30 - 4:23:41 PM GMT- IP address: 63.232.20.2
-  Document emailed to BRIAN WILLIAMS (bgwilliams@santafenm.gov) for signature  
2024-10-30 - 4:30:32 PM GMT
-  Email viewed by BRIAN WILLIAMS (bgwilliams@santafenm.gov)  
2024-10-30 - 5:02:29 PM GMT- IP address: 104.47.65.254
-  Document e-signed by BRIAN WILLIAMS (bgwilliams@santafenm.gov)  
Signature Date: 2024-10-30 - 5:03:22 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to rawheeler@santafenm.gov for signature  
2024-10-30 - 5:03:26 PM GMT
-  Email viewed by rawheeler@santafenm.gov  
2024-10-31 - 5:08:29 PM GMT- IP address: 104.47.65.254
-  Signer rawheeler@santafenm.gov entered name at signing as RW  
2024-10-31 - 5:08:44 PM GMT- IP address: 63.232.20.2
-  Document e-signed by RW (rawheeler@santafenm.gov)  
Signature Date: 2024-10-31 - 5:08:46 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov) for signature  
2024-10-31 - 5:08:48 PM GMT
-  Email viewed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)  
2024-10-31 - 5:26:22 PM GMT- IP address: 104.47.64.254

 Document e-signed by HENRI HAMMOND-PAUL (hmhammondpaul@santafenm.gov)

Signature Date: 2024-10-31 - 5:26:33 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to mtbonifer@santafenm.gov for signature

2024-10-31 - 5:26:35 PM GMT

 Email viewed by mtbonifer@santafenm.gov


2024-10-31 - 9:47:25 PM GMT- IP address: 104.47.65.254

 Signer mtbonifer@santafenm.gov entered name at signing as Matthew Bonifer

2024-10-31 - 9:47:59 PM GMT- IP address: 63.232.20.2

 Document e-signed by Matthew Bonifer (mtbonifer@santafenm.gov)


Signature Date: 2024-10-31 - 9:48:01 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov) for signature

2024-10-31 - 9:48:03 PM GMT

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2024-10-31 - 11:24:04 PM GMT- IP address: 104.47.65.254

 Document e-signed by ajhopkins@santafenm.gov ajhopkins@santafenm.gov (ajhopkins@santafenm.gov)

Signature Date: 2024-10-31 - 11:25:16 PM GMT - Time Source: server- IP address: 63.232.20.2

 Document emailed to EMILY OSTER (ekoster@santafenm.gov) for signature

2024-10-31 - 11:25:18 PM GMT

 Email viewed by EMILY OSTER (ekoster@santafenm.gov)

2024-11-01 - 5:40:44 PM GMT- IP address: 104.47.64.254

 Document e-signed by EMILY OSTER (ekoster@santafenm.gov)

Signature Date: 2024-11-01 - 5:46:15 PM GMT - Time Source: server- IP address: 63.232.20.2

 Agreement completed.

2024-11-01 - 5:46:15 PM GMT