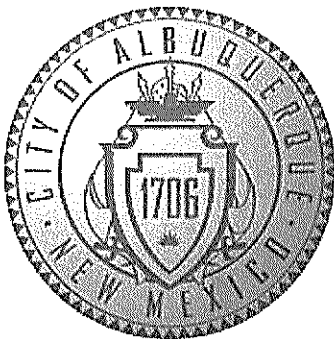


EC-22-153

**CITY OF ALBUQUERQUE****Albuquerque, New Mexico****Office of the Mayor**

Mayor Timothy M. Keller

INTER-OFFICE MEMORANDUM

August 26, 2022

TO: Isaac Benton, President, City Council**FROM:** Timothy M. Keller, Mayor *TK***SUBJECT:** RIO GRANDE BOSQUE WILDFIRE MITIGATION PROJECT

This proposed contract between the City of Albuquerque and Ciudad Soil and Water Conservation District (CIUDAD) is to implement the Hazardous Fuels Mitigation Project that is funded by a sub-grant with DHSEM through FEMA funds. This is Phase 2 of the grant project that will enable the City to treat 470-acres in the Rio Grande Bosque managed by the City's Open Space Division. Phase I of the grant project has been processed through FEMA and approved. The Phase II application is under review. City Council has already approved the required matching funds for this grant through R-19-172.

This contract with CIUDAD will assist the City in implementing the project within the allotted timeframe by utilizing a variety of crews and contactors, including youth crews. The framework for this partnership is already established under a current IGA with CIUDAD that enables the City, State and CIUDAD to conduct fuel thinning project in Major Public Open Space properties located in the East Mountains. CIUDAD is well positioned to provide subject expertise and logistical support and coordination.


TITLE/SUBJECT OF LITIGATION*** *Same as subject line on last page)*

Approved:



Lawrence Rael Date
Chief Administrative Officer

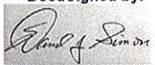
Approved as to Legal Form:

DocuSigned by:
 9/13/2022 | 8:09 AM MDT
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Lauren Keefe Date
City Attorney

Recommended:

DS
LB

DocuSigned by:
 9/6/2022 | 8:39 AM PDT
3A1B9403E7FE4D6...

David J. Simon Date
Director

Cover Analysis

1. What is it?

This proposed contract between the City of Albuquerque and Ciudad Soil and Water Conservation District is to implement the Hazardous Wildfire Mitigation Project in the Rio Grande Bosque that is funded by a sub-grant with DHSEM through FEMA funding.

2. What will this piece of legislation do?

This piece of legislation will enable the City to treat 470-acres in the Rio Grande Bosque managed by the City's Open Space Division. City Council has already approved the required matching funds for this grant through R-19-172.

3. Why is this project needed?

The purpose of the Rio Grande Bosque hazardous wildfire mitigation project is to reduce the severity of catastrophic wildfires, protect habitat for a variety of endangered and resident species, along with ultimately protecting life and property. The project site exists within the Rio Grande Valley State Park, over 4,000 acres, with the City of Albuquerque Open Space Division being the managing entity. More specifically, a 470-acre parcel has been identified for mitigation on both the west and east sides of the Rio Grande River, south of Bridge Boulevard to north of Central Avenue. In recent years, this stretch of forest has seen numerous wildfires, varying in size and severity. With modifications and impoundments created on and along the Rio Grande Valley riparian ecosystem, non-native species of plants have been able to populate large areas, adding to the overall fuel load. Currently, significant amounts of dead, downed and dry vegetative material combined with non-native vegetation exists within the project site creating a significant hazardous fuel load allowing for the possibility of catastrophic wildfires to occur. This project involves removal of invasive plant species to improve the ecological integrity of the site, reduce soil loss from erosion worsened by invasive species and ultimately reduce the hazardous fuel load potentially contributing to catastrophic wildfires. Following hazardous fuel mitigation efforts, planting of indigenous vegetation will occur to enhance habitat value for resident and migratory wildfire. This mitigation effort is designed to benefit migratory and resident birds that utilize habitat along the

Rio Grande Corridor. The target plant species for removal are Siberian Elm, Tamarisk, Russian Olive, Tree-of-Heaven as well as herbaceous invasive such as Kochia and Russian Thistle.

4. How much will it cost and what is the funding source?

The contract to implement this project

The contract amount is for \$902,671.22. Most of the funds are covered by the FEMA grant. City Council has also approved the required matching funds for this grant through R-19-172.

5. Is there a revenue source associated with this contract? If so, what level of income is projected?

No

6. What will happen if the project is not approved?

If the project is not approved, or if it takes a long time to approve the contract, the City will not be able to implement the project and will lose the FEMA funding. Additionally, the project site, 470-acres in the Rio Grande Bosque, will not be treated and the potential for catastrophic wildlife in this area will remain high.

7. Is this service already provided by another entity?

No. While there may be other contractors who can conduct the fuel thinning, there is not another entity that can provide the level of oversight and coordination that CIUDAD can provide to ensure the project meets the objectives outlined in the Phase II plan and FEMA requirements.

FISCAL IMPACT ANALYSIS

TITLE: Agreement with Ciudad Soil and Water Conservation District

R: _____ O: _____

FUND: 265

Project: Phase II Bosque Wildfire Mitigation Project

DEPT: Parks & Rec

☒ No measurable fiscal impact is anticipated, i.e., no impact on fund balance over and above existing appropriations.

☐ (If Applicable) The estimated fiscal impact (defined as impact over and above existing appropriations) of this legislation is as follows:

	0	Fiscal Years 2023	2024	Total
Base Salary/Wages				-
Fringe Benefits at				-
Subtotal Personnel	-	-	-	-
Operating Expenses		902,671		902,671
Property		-	-	-
Indirect Costs	-	-	-	-
Total Expenses	\$ -	\$ 902,671	\$ -	\$ 902,671
<hr/>				
<input checked="" type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Revenue from program				
Amount of Grant		677,003	-	677,003
City Cash Match		225,668		225,668
City Inkind Match				
City IDOH	-	-	-	-
Total Revenue	\$ -	\$ 902,671	\$ -	\$ 902,671

These estimates do not include any adjustment for inflation.

* Range if not easily quantifiable.

Number of Positions created 0

COMMENTS: This contract will be paid using funding provided by FEMA, Hazard Mitigation Grant Program, Phase II. In Legislation R-19-172 Council approved a total of \$1M for this project.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:

PREPARED BY:

APPROVED:

FISCAL ANALYST

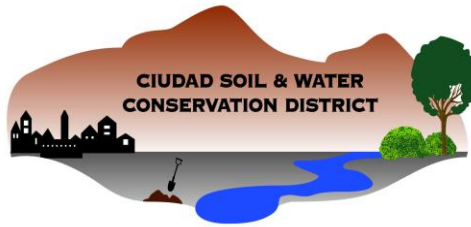
DIRECTOR (date)

REVIEWED BY:

EXECUTIVE BUDGET ANALYST

BUDGET OFFICER (date)

CITY ECONOMIST



Rio Grande Valley State Park Hazardous Fuels Mitigation Project, Phase II Implementation

Overview:

The purpose of the Rio Grande Valley State Park wildlife mitigation project is to reduce the severity of catastrophic wildfires, protect habitat for a variety of endangered and resident species, along with ultimately protecting life and property. The project site exists within the Rio Grande Valley State Park, 4,027 acres Rio Grande Cottonwood forest, with the City of Albuquerque Open Space Division being the managing entity. More specifically, a 470-acre parcel has been identified for mitigation on both the west and east sides of the Rio Grande River, south of Bridge Boulevard to north of Central Avenue. Within the 470-acre parcel, high and medium priority units have been identified and mitigation efforts will be targeted to 321.7 acres.

Currently, significant amounts of dead, downed and dry vegetative material combined with non-native vegetation exists within the project site creating a significant hazardous fuel load allowing for the possibility of catastrophic wildfires to occur. This project involves the removal of invasive plant species to improve the ecological integrity of the site, reduce soil loss from erosion worsened by invasive species and ultimately reduce the hazardous fuel load potentially contributing to catastrophic wildfires. Following hazardous fuel mitigation efforts, planting of indigenous vegetation will occur to enhance habitat value for resident and migratory wildlife. This mitigation effort is designed to benefit migratory and resident birds that utilize habitat along the Rio Grande Corridor. The target plant species for removal are Siberian Elm, Tamarisk, Russian Olive and Tree-of-Heaven.

This City of Albuquerque working with SWCA completed Phase I of the project that included an Environmental Assessment, required permits, a project plan, and submitting a Phase II packet to DHSEM. The City of Albuquerque will work with Ciudad Soil & Water Conservation District, which will provide programmatic support, in order to accomplished the Phase II Implementation of Rio Grande Valley State Park Hazardous Fuels Mitigation Project.

Scope of Service:

The City and Ciudad Soil & Water Conservation District (SWCD) mutually agree that the Ciudad SWCD shall perform the following Scope of Services in support of the Rio Grande Valley State Park Hazardous Fuels Mitigation Project, Phase II Implementation:

1. Work with the City to manage and oversee the Phase II Implementation Plan as approved by DHSEM and FEMA
2. Deliver technical assistance during the project to ensure the Rio Grande Valley State Park Wildfire Mitigation Implementation Plan is carried out successfully and treatment is done accordingly
3. Ensure selected subcontractors are trained, understand Implementation Plan, and have the knowledge to carry out the plan
4. Monitor progress of treatment sites in collaboration with Fire Ecologist
5. Oversee Professional Service Agreements with subcontractor who conduct thinning and herbicide treatment and professional fire ecologist to ensure work is completed within the contract requirements, within the allotted time frame, and within budget
6. Issue payments to subcontractors upon successful completion of treated units and/or services rendered
7. Procure all supplies and equipment for project
8. Ensure proper record keeping during project implementation and retain records for a period of five (5) years following the close of the project
9. Compile invoice to the City of Albuquerque and include proper documentation while submitting in a timely manner
10. Assist the City with project quarterly reporting
11. Draft an Operations and Maintenance (O&M) Plan prior to project close out, in collaboration with the City

Budget Total:

\$ 902,671.22

Budget Overview:

Budget Line Item	Amount
Fire Ecologist Project Support and Monitoring	\$ 8,090.63
Site Work	\$751,085.00
Supplies	\$ 54,416.25
Equipment	\$ 43,195.00
Public Outreach	\$ 2,900.00
Subtotal	\$859,686.88
Ciudad SWCD Project Support (5%)	\$ 42,984.34
Total	\$902,671.22

Method of Payment:

Ciudad SWCD will submit monthly invoices to the City of Albuquerque. Ciudad SWCD will bill for actual expenses incurred for Fire Ecologist Project Support and Monitor, Site Work, Supplies, Equipment, and Public Outreach budgetary line items and will include documentation of these expenditures. For the Ciudad SWCD Project Support budget line item, Ciudad SWCD will bill based on the percentage of contractual completion. Upon receipt of a properly documented invoice, the City of Albuquerque will issue payment within sixty (60) days.

EXHIBIT B
FEMA CONTRACT REQUIREMENTS
IN COMPLIANCE WITH 2 CFR PART 200, APPENDIX II

CSWCD (referred to in this Exhibit B as the “Contractor”) shall be required to comply with the applicable provisions of 2 CFR Part 200, Appendix II, as follows:

1.	<p>Equal Employment Opportunity</p> <p>During the performance of this contract, the Contractor agrees as follows:</p> <p>(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:</p> <p>Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.</p> <p>(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.</p> <p>(3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.</p> <p>(4) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments</p>	<p>All contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3; construction work.</p>
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under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the

	<p>compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.</p> <p>The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.</p>	
2.	<p>Davis Bacon Act</p> <p>The Contractor agrees to place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or sub-contract must be conditioned upon the acceptance of the wage determination. The Contractor must report all suspected or reported violations to the City, who will report the same to the federal awarding agency.</p> <p>All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 CFR Part 5, as applicable.</p> <p>Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in wage determination made by the Secretary of Labor. Additionally, Contractor is required to pay wages not less than once a week.</p>	Applicable for prime construction contracts over \$2,000 awarded by non-Federal entities; construction work
3.	<p>Copeland Anti-Kickback Act</p> <p>Contractor shall comply with 18 U.S.C. §874, 40 U.S.C. §3145, and the requirements of 29 CFR Part 3 as may be applicable, which are incorporated by reference into this contract.</p> <p>The Contractor or Subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime</p>	For construction work over \$2,000

	<p>contractor shall be responsible for the compliance by any subcontractor with all of these contract clauses.</p> <p>A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor or subcontractor as provided in 29 CFR §5.12.</p>	
4.	<p>Contract Work Hours and Safety Standards Act (40 U.S.C.A. §§ 3702, 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5)</p> <p>Overtime requirements: As applicable, no Contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.</p> <p>Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth above, the Contractor or any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, the Contractor and subcontractor shall be liable to the United States, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth above.</p> <p>Withholding for unpaid wages and liquidated damages: The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of Section 3702.</p> <p>Subcontracts: Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 CFR §5.5, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of 29 CFR §5.5.</p>	Applicable for contracts over \$100,000 or that involve mechanics or laborers
5.	Rights to Inventions Made under a Contract or Agreement	Applicable to funding agreements under 37 CFR 401.2(a)

	<p>If the award meets the definition of “funding agreement” under 37 CFR §401.2(a) and the City wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the City must comply with the requirements of 37 CFR Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.</p>	
6.	<p>Clean Air Act and Federal Water Pollution Control Act</p> <p>The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 <i>et seq.</i></p> <p>The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.</p> <p>The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.</p>	Applicable to contracts over \$150,000
7.	<p>Debarment and Suspension</p> <p>This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such, the Contractor is required to verify that none of the Contractor’s principals (defined at 2 CFR §180.995) or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).</p> <p>Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.</p> <p>This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to the City, the federal government may pursue available remedies, including but not limited to, suspension and/or debarment.</p> <p>The bidder or proposer agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, while this offer is valid and throughout the period of any contract that may arise from this offer. This bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.</p>	Applicable to all contracts: 1) over \$25,000, 2) requiring FEMA approval, 3) for federally required audit services, or 4) a subcontract meeting requirement 1 or 2
8.	<p>Byrd Anti-Lobbying Amendment</p>	Applicable to all contracts; contracts over \$100,000 must certify compliance

	<p>Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certifications to the awarding agency.</p> <p>If the Agreement exceeds \$100,000, the Contractor must certify compliance with the Byrd Anti-Lobbying Amendment. <u>(Appendix A)</u></p>	
9.	<p>Procurement of Recovered Materials</p> <p>In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:</p> <ol style="list-style-type: none"> 1. Competitively within a time frame providing for compliance with the Agreement performance schedule; 2. Meeting Agreement performance requirements; or 3. At a reasonable price. <p>Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.</p> <p>The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.</p>	<p>Applicable if applicant is a state or political subdivision of the state, and the work involves the use of materials where the purchase price of an item exceeds \$10,000 (including value of item acquired over the year)</p>
10.	<p>Access to Records</p> <p>The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.</p> <p>The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.</p> <p>The Contractor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Agreement.</p> <p>In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.</p>	<p>Applicable to all contracts</p>

11.	<p>Changes or Modifications to the Agreement</p> <p>The cost of any change, modification, change order, or constructive change must be allowable, allocable, within the scope of the FEMA grant or cooperative agreement, and reasonable for the completion of the scope of the project.</p>	Applicable to all contracts
12.	<p>DHS Seal, Logo, and Flags</p> <p>The Contractor shall not use the DHS seals, logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.</p>	Applicable to all contracts
13.	<p>Compliance with Federal Law, Regulations and Executive Orders</p> <p>This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of this Agreement. The Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.</p>	Applicable to all contracts
14.	<p>No Obligation by Federal Government</p> <p>The federal government is not a party to this Agreement and is not subject to any obligations or liabilities to the City, Contractor, or any other party pertaining to any matter resulting from the Agreement.</p>	Applicable to all contracts
15.	<p>Program Fraud and False or Fraudulent Statements or Related Acts</p> <p>The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.</p>	Applicable to all contracts
16.	<p>Prohibition On Certain Telecommunications and Video Surveillance Services or Equipment (2 CFR § 200.216)</p> <p>(a) Recipients and sub recipients are prohibited from obligating or expending loan or grant funds to:</p> <p>(1) Procure or obtain;</p> <p>(2) Extend or renew a contract to procure or obtain; or</p> <p>(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation,</p>	Applicable to all contracts that involve use of covered telecommunications equipment

	<p>Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).</p> <p>(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.</p> <p>(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.</p> <p>(b) In implementing the prohibition under Public Law 115-232, section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.</p> <p>(c) See Public Law 115-232, section 889 for additional information.</p> <p>(d) See also § 200.471.</p>	
17.	<p>§ 200.322 Domestic preferences for procurements.</p> <p>(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, 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). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.</p> <p>(b) For purposes of this section:</p> <p>(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.</p> <p>(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.</p>	

APPENDIX B.2, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Page 20 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date