

CITY of ALBUQUERQUE

TWENTY SECOND COUNCIL

COUNCIL BILL NO. R-17-195 ENACTMENT NO. _____

SPONSORED BY: Klarissa J. Peña, by request

1 RESOLUTION

2 APPROVING THE ATTACHED GRANT AGREEMENT FOR THE FY2016
3 HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT WITH THE
4 NEW MEXICO DEPARTMENT OF HOMELAND SECURITY AND PROVIDING
5 FOR AN APPROPRIATION TO THE FIRE DEPARTMENT IN FISCAL YEAR 2017.

6 WHEREAS, the New Mexico Department of Homeland Security and
7 Emergency Management are distributing funds to eligible entities; and

8 WHEREAS, the Albuquerque Fire Department will utilize this grant to attend
9 the IAFC International Hazmat Conferences; and

10 WHEREAS, grants funds in the amount of \$3,670 for this purpose are
11 available to the City of Albuquerque from the FY16 DOT Hazardous Materials
12 Emergency Preparedness Grant; and

13 WHEREAS, the City of Albuquerque is desirous of accepting these funds
14 which requires \$918 cash match to support this grant and is available in
15 General Fund.

16 BE IT RESOLVED BY THE COUNCIL, THE GOVERNING BODY OF THE CITY OF
17 ALBUQUERQUE:

18 Section 1. That the agreement with the New Mexico Department of
19 Homeland Security and Emergency Management in the amount of \$3,670 in
20 Federal Funds is hereby approved, and its acceptance and filing with the
21 appropriate official or office is and in all respects approved.

22 Section 2. That funds in the amount of \$918 are hereby appropriated to
23 the transfer to Operating Grants Fund (265) in the General Fund (110) from
24 available fund balance.

25 Section 3. That funds in the amount of \$4,588, consisting of \$3,670 in
26 federal monies from the New Mexico Department of Homeland Security and

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1 **Emergency Management and includes \$918 cash match from the General**
2 **Fund Transfer to Operating Grants Fund (265), are hereby appropriated to the**
3 **Fire Department in the Operating Grant Fund 265 for Fiscal Year 2017.**

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Mayor Richard J. Berry

CITY OF ALBUQUERQUE

Albuquerque, New Mexico

Office of the Mayor

INTER-OFFICE MEMORANDUM

March 10, 2017

TO: Isaac Benton, President, City Council

FROM: Richard J. Berry, Mayor *[Signature]*

SUBJECT: APPROVING THE AWARD FOR THE FY2016 DOT HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT.

The New Mexico Department of Homeland Security & Emergency Management Agency is distributing funds to eligible entities. The Albuquerque Fire Department is applying for grant funds in the amount of \$3,670.00. A local match totaling \$918.00 is available from the General Fund to support this grant.

This funding will be used to attend the IAFC International Hazmat Conference.


This resolution is forwarded to the Council for consideration and action.

**Legislation Title: FY2016 DOT HAZARDOUS MATERIALS EMERGENCY
PREPAREDNESS GRANT**


Recommended:

 4/1/17
Robert J. Perry Date
Chief Administrative Officer

Approved as to Legal Form:

 4/10/17
Jessica Hernandez Date
City Attorney

Recommended:

 3-10-17
David Downey Date
Fire Chief

Cover Analysis

1. What is it?

Resolution approving an agreement for FY2016 Hazardous Materials Emergency Preparedness Grant Program with the New Mexico Department of Homeland Security and Emergency Management and providing an appropriation.

2. What will this piece of legislation do?

This legislation approves an agreement of federal funding which will be used to attend the IAFC International Hazmat Conference.

3. Why is this project needed?

Funding to attend the IAFC International Hazmat Conferences.

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

FY2016 DOT Hazardous Materials Emergency Preparedness Grant is \$3,670 and requires a cash match of \$918 costs which is available in the General Fund Transfer to Operating Grants.

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

\$3,670 in Federal Funds.

FISCAL IMPACT ANALYSIS

TITLE: FY2016 Hazardous
Materials Emergency
Preparedness Grant

Legislation Type Resolution
FUND: Fund 265 Operating Grants Fund

Fire Department

- ☐ 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:

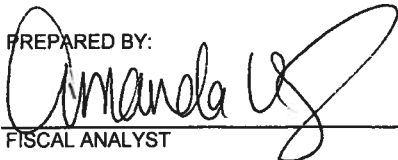
	2016	Fiscal Years 2017	2018	Total
Base Salary/Wages				-
Fringe Benefits at (use applicable rate from OMB)				-
Subtotal Personnel	-	-	-	-
Operating Expenses		4,588		
Property			-	-
Indirect Costs 4.20%	-			
Total Expenses	\$ -	\$ 4,588	\$ -	\$ 4,588
<input type="checkbox"/> Estimated revenues not affected				
<input type="checkbox"/> Estimated revenue impact				
Amount of Grant		3,670		
City Cash Match		918		
City In-kind Match				
City IDOH				
Total Revenue	\$ -	\$ 4,588	\$ -	\$ 4,588

Number of Positions created 0

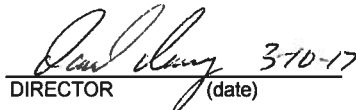
COMMENTS: Funding to attend the IAFC Conference.

COMMENTS ON NON-MONETARY IMPACTS TO COMMUNITY/CITY GOVERNMENT:
(Enter all other comments)

PREPARED BY:


FISCAL ANALYST

APPROVED:

 3-10-17
DIRECTOR (date)

REVIEWED BY:

 3-14-17
EXECUTIVE BUDGET ANALYST


BUDGET OFFICER (date)


CITY ECONOMIST



NEW MEXICO DEPARTMENT OF HOMELAND SECURITY & EMERGENCY MANAGEMENT
Sub-Grant Agreement

2016-19 Hazardous Material Emergency Preparedness (HMEP) Grant Program
2016 Federal Grant No. HM-HMP-0579-16-01-00 CFDA No. 20.703

1. SUB-GRANT NO.	2. RECIPIENT	3. FIDUCIARY
HM-HMP-0579-16-01-00-City of Albuquerque Fire Department	City of Albuquerque Fire Department	City of Albuquerque Fire Department
4. STATE DFA VENDOR NUMBER	5. DUNS NUMBER	6. EIN NUMBER
54306	835523911	85-60000102
7. RECIPIENT PHYSICAL ADDRESS	8. RECIPIENT BILLING ADDRESS	9. ISSUING OFFICE AND MAILING ADDRESS
11500 Sunset Gardens Rd. SW Albuquerque NM 88121	11500 Sunset Gardens Rd. SW Albuquerque NM 88121	New Mexico Department of Homeland Security & Emergency Management P.O. Box 27111 Santa Fe, NM 87502
10. EFFECTIVE DATE OF THIS ACTION	11. DHSEM Grant Specialist:	
9/30/2016	<i>Desk Phone:</i> 505-476-0617	
12. TERMINATION DATE	<i>Fax Number:</i> 505-476-9695	
09/30/2017	<i>Email:</i> dhsem.grants@state.nm.us	
13. FUNDING	Total Federal Awarded Amount:	\$ 3,670.00
	Total Jurisdiction Matching Amount:	\$ 917.50

14. GRANT REQUIREMENTS, ASSURANCES AND AGREEMENTS:

Projects Funded:

1. IAFC International Hazmat Conference \$3,670.00

RECITALS

WHEREAS, the New Mexico Department of Homeland Security and Emergency Management (DHSEM) has been designated by the U.S. Department of Transportation's Pipeline and Hazardous Materials Safety Administration to serve as grantee, and is thereby authorized to issue this agreement to the applicant, sub-recipient, and sub-grantee, **Albuquerque Fire Department**.

WHEREAS, funding has been obligated from the Hazardous Material Emergency Preparedness (HMEP) pursuant to a request by the applicant, sub-recipient, and sub-grantee, **Albuquerque Fire Department**.

NOW, THEREFORE it is mutually understood and agreed between the grantee, **DHSEM**, and sub-grantee, **Albuquerque Fire Department** as follows:

ARTICLE 1
CONTRACT DOCUMENTS

The following additional contract documents are fully incorporated into this agreement and thereby constitute additional terms and conditions of this agreement:

This Agreement.
DOT HMEP Grant Application.
DOT HMEP Program Guidelines.

ARTICLE 2

SCOPE OF WORK

As authorized by the Federal Hazardous Materials Transportation Law, 49 U.S.C. 5101 et seq, **Albuquerque Fire Department** shall use HMEP funds to assist in preparing for all-hazards. Specifically, these funds shall be utilized by **Albuquerque Fire Department** to help fund attendance of the IAFC International Hazmat Conference. **Albuquerque Fire Department** shall match the Federal Award Amount of **\$3,670.00**, with a local jurisdictional amount of **\$917.50**, for a total project cost of **\$4,587.50**. All work performed pursuant to this agreement must comply with the approved HMEP work plan. All work must be completed within the performance period, between **September 30, 2016 and September 30, 2017**. **Albuquerque Fire Department** 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 **Albuquerque Fire Department**.

ARTICLE 3 PROJECT IMPLEMENTATION

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

ARTICLE 4 REPORTING REQUIREMENTS

The sub recipient, **Albuquerque Fire Department** shall submit timely quarterly Financial Progress Reports to the DHSEM Grant Specialist. For grant awards, the sub-recipient shall submit a quarterly Performance Report to the Program Specialist within the DHSEM Preparedness Bureau. Use of outdated forms will not be accepted. **Quarterly reports are due: July 30, 2017.** The final report is due the following quarter after all funds have been reimbursed to the jurisdiction. Financial Progress Reports shall describe and show the status of the funds, encumbrances, receipts of program income, cash or in-kind contributions to the project, and whether or not a local match is required. The Final Narrative Report is a summary report, evaluating project activities and measuring performance against project goals and objectives for the entire performance period, and is required in addition to the last quarterly report.

The applicant must immediately report in writing to the DHSEM Grant Specialist any alleged acts or allegations of fraud or misappropriation of funds for work authorized under this Sub-Grant Agreement. This requirement extends further to an obligation by the sub-recipient to report any legal action, lawsuit, bankruptcy, or other action that may jeopardize the successful completion of any authorized project.

ARTICLE 5 REIMBURSEMENTS

Submission of a request for reimbursement must be accompanied by a financial report form. Reimbursement shall be based upon authorized and allowable expenditures consistent with project narrative and grant guidelines, and the submission of timely Financial Progress Reports. Payments may be withheld by DHSEM pending correction of deficiencies. Reimbursement of expenditures may be requested at any time within the performance period. Expenditures must be supported with source documentation (e.g. copies of invoices, receipts, timesheets with name/wage/hours, cost allocation, warrants, etc.). Grant staff will not process reimbursement, until quarterly performance and fiscal reports are submitted to DHSEM.

Personnel Costs: FOR EMPG GRANTS ONLY – All time reported must correlate with the specific term of the sub-grant agreement. Payroll reports signed and certified by the chief financial officer that capture the employee name, position, coded allocation to the project, amount paid, are acceptable. Staff may not self-certify their own time and wages. The sub-recipient shall retain all supporting payroll records, including time and attendance records signed by the employee and supervisor and copies of warrants as per the recordkeeping requirements.

Contracts: All sole-source procurements, single vendor response to a competitive bid, and contracts require DHSEM pre-approval prior to implementation. Requests for reimbursement for contractual services must be accompanied by the relevant contract.

Local Match: Local matching funds must clearly support the source, the amount, and the timing of all matching contributions.

Equipment: Allowable equipment categories are listed on the web-based Authorized Equipment List (AEL). Documentation is required per instructions attached to DHSEM quarterly reports.

Travel: All reimbursable travel must be pre-approved by DHSEM 30 days prior to travel date.

Per Diem: Reimbursements for local jurisdictions cannot exceed the rates of the New Mexico Mileage and Per Diem Act.

Training: Requires DHSEM pre-approval 30 days prior to registering or participating in training opportunities.

Exercise: Requires submission of an After-Action Report/Improvement Plan within 30 days after conduct of the exercise.

Food and Beverages: Per National Preparedness Directorate (NPD) allowances, food and/or beverage expenses provided by recipients are allowable costs if:

- The food and/or beverages are provided to participants at training sessions, meetings, or conferences that are allowable activities under the NPD program guidelines; and
- Expenses incurred for food and/or beverages, and provided at training sessions, meetings, or conferences, satisfy the following tests:
 - The cost of the food and/or beverages provided is considered to be reasonable;
 - The food and/or beverages provided are subject of a work-related event and work continues after meals are served;
 - Participation by all participants is mandatory; and
 - The food and/or beverages provided are not related directly to amusement and/or social event. **(Any event where alcohol is being served is considered a social event; therefore, costs associated with the event are not allowed).**

Non-reimbursable Expenses:

- Transfer of funds between any programs Contracts, single vendor response to a competitive bid, and procurements > \$100,000 not pre-approved by DHSEM Sole source contracts and procurements not pre-approved by DHSEM;
- Training and related travel costs not pre-approved by DHSEM;
- Construction and renovation;
- Indirect costs (p. 5, Financial Progress Report);
- Supplanting (using federal funds to purchase items previously budgeted for with state or local funds);
- Maintenance and/or wear and tear costs of general use vehicles and emergency response apparatus;
- Equipment purchased for an exercise cannot be used for permanent installation and/or beyond the scope of an exercise;
- Hiring of sworn public safety officers to fill traditional public safety duties or to supplant traditional public safety positions and responsibilities;
- Weapons and ammunition;
- Entertainment and sporting events;
- Personal items such as laundry, personal hygiene items, magazines, in-room movies, personal travel, personal phone calls;
- Travel insurance, visa, and passport charges;
- Lodging costs in excess of State per diem, as appropriate;
- Lunch when travel is wholly within a single day;
- Stand-alone working meals;
- Bar charges, alcoholic beverages;
- Finance, late fees, or interest charges;
- Lobbying, political contributions, legislative liaison activities;
- Organized fund-raising, including salaries of persons while engaged in these activities;
- Land acquisition;
- Expenditures not supported with appropriate documentation when submitted for reimbursement. Only properly documented expenditures will be processed for payment. Unsupported expenditures will be returned to the jurisdiction for resubmission.

ARTICLE 6 PERFORMANCE MEASURES

Quarterly Progress Reports shall demonstrate performance and progress relative to acceptable performance on applicable critical tasks in Exercises using approved scenarios:

1. Progress in achieving project timelines and milestones.
2. Percent measurable progress toward completion of project.
3. How funds have been expended during reporting period, and explaining expenditures related to the project.

ARTICLE 7 SUB-RECIPIENT MONITORING POLICY

Periodic monitoring is required to ensure that program goals, objectives, timelines, budgets and other related program criteria are being met. DHSEM reserves the right to periodically monitor, review and conduct analysis of the financial, programmatic and administrative policies and procedures such as, accounting for receipts and expenditures, cash management, maintaining adequate financial records, means of allocating and tracking costs, contracting and procurement policies and records, payroll records and means of allocating staff costs, property/equipment management system(s), progress of project activities, etc. This may include desk and field audits. Technical assistance is available from DHSEM staff.

ARTICLE 8 PROCUREMENT

Procurement shall comply with local procurement policies and procedures, and conform to applicable State and Federal law and the standards identified in the Procurement Standards Sections of 28 CFR Parts 66 and 70, and 2 CFR Part 215 "Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments." Contractors that develop or draft specifications, requirements, Statements of Work, and/or Requests for Proposals (RFP) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement. Local bidder's preference is not allowed for federally funded procurements. Procurement transactions shall be conducted to provide maximum open and free competition. **Each sole-source procurement and/or single vendor response to a competitive bid, and all purchases require prior approval of DHSEM.**

ARTICLE 9 CONTRACTS

Any contract entered into during this grant period shall comply with local, State and Federal government contracting regulations. Contracts for professional and consultant services must include local, State and Federal government required contract language, a project budget, and require pre-approval by DHSEM prior to implementation. Contract deliverables must meet the intent of the grant application and grant requirements. Justification is required for compensation for individual consultant services, which must be reasonable and consistent with the amount paid for similar services in the market place. Detailed invoices and time and effort reports are required for consultants.

ARTICLE 10 AUDIT REQUIREMENTS

As the Federal grant recipient, the State of New Mexico requires a sub-recipient expending \$750,000 or more in Federal funds in the organization's fiscal year to conduct an organization-wide audit in accordance with OMB Circular A-133. **Albuquerque Fire Department** will permit the State of New Mexico Grant and Program officials and auditors to have access

to the sub-recipient's and third-party contractors' records and financial statements as necessary for the State of New Mexico to comply with OMB Circular A-133. Copies of audit findings must be submitted to DHSEM within 30 days after **Albuquerque Fire Department** receives its audit report, or within a 9-month period of the grant closeout date, whichever is earlier, in accordance with 2 AAC 45.010. Include the Federal agency name, program, grant number, and year; the CFDA title and number; and the name of the pass-through agency.

ARTICLE 11 PROPERTY AND EQUIPMENT MANGEMENT

The sub-recipient shall maintain an effective property management system; safeguards to prevent loss, damage or theft; maintenance procedures to keep equipment in good condition; and disposition procedures. A Property Inventory Report is available at www.nmdhsem.org and shall be submitted to DHSEM annually each **January 30** with the Financial Progress Report during the performance period, and continued submission is required annually until final disposition of the equipment. The sub-recipient shall, when practical, prominently display the following on any equipment purchased with award funds: **Purchased with funds provided by the U.S. Department of Homeland Security**. No equipment purchased with these grant funds may be assigned to other entities or organizations without the expressed approval in writing from DHSEM, prior to the jurisdiction's encumbrance or expenditure for that equipment.

ARTICLE 12 NEPA/EHP COMPLIANCE

The recipient must provide information to DHSEM to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with the applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, E 11988 Floodplain Management, EO 11990 Protection of Wetlands, and EO 12898 Environmental Justice. The recipient must comply with all Federal, State and Local EHP requirements and obtain applicable permits and clearances.

Recipients shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review.

Any change to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historic Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may result in ineligibility of grant funding.

ARTICLE 13 PUBLICATIONS

Publications created with funding under this grant shall prominently contain the following statement: **This Document was prepared under a sub-grant from the U.S. Department of Transportation's Pipeline and Hazardous Materials Safety Administration, and the New Mexico Department of Homeland Security and Emergency Management. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of the U.S. Department of Transportation or the State of New Mexico.**

**ARTICLE 14
RECORDKEEPING**

Grant financial and administrative records shall be maintained for a period of three (3) years following the date of the closure of the grant award, or audit if required. Time and effort, personnel and payroll records for all individuals reimbursed under the award must be maintained. Property and equipment records shall be maintained for a period of three (3) years following the final disposition, replacement or transfer of the property and equipment.

**ARTICLE 15
CHANGES TO AWARD**

All change requests must be submitted either in writing or electronically to the designated DHSEM Grant Specialist for review and possible approval. All change requests must be accompanied by a justification narrative and a budget and spending plan. All change requests must be consistent with the scope of the project and grant guidelines. Change requests will be considered only if reporting requirements are current, and all other terms and conditions of this agreement have otherwise been met at the time the request. If approved by DHSEM, 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, requests for additional funding, change in project site, or release of special conditions, will result in an amendment to this award.

**ARTICLE 16
OTHER GENERAL PROVISIONS**

- A. Performance Period:** The performance period for this grant award is February 24, 2017 through September 30, 2017. Monies may not be obligated outside of this time period. An obligation occurs when funds are encumbered, as with a purchase order and/or commitment of salaries and benefits. All obligated and encumbered funds must be liquidated within 45 days of the end of the performance period when the Final Progress Reports are due.
- B.** The sub-recipient shall comply with the requirements and restrictions of the HMEP Program Guidelines. By signing this obligating award document, the sub-recipient certifies it has read, understood and accepted these documents as binding.
- C. Financial Expenditures:** The signature of the signatory officials on this award certifies that all financial expenditures, including all supporting documentation submitted for reimbursement, have been incurred by the jurisdiction. And, are eligible and allowable expenditures consistent with the grant guidelines for this project. The sub-recipient shall follow the financial management requirements imposed on them by DHSEM, which includes the requirements of U.S. Department of Homeland Security.
- D.** The signature of the signatory officials on this award attests to **Albuquerque Fire Department** understanding, acceptance, and compliance with Lobbying; Debarment, Suspension and other responsibility matters; Drug-free Workplace; Conflict of Interest, and Non-Supplanting certifications. Federal funds will not be used to supplant State or local funds. Federal funds must be used to supplement existing funds to augment program activities, and not replace those funds which have been appropriated in the budget for the same purpose. Potential supplanting may be the subject of application and pre-award, post-award monitoring, and audit.
- E. Accounting System:** Albuquerque Fire Department shall ensure the accounting system used allows for separation of fund sources. These grant funds cannot be commingled with funds from other federal, state or local agencies, and each award is accounted for separately.
- F. Other Requirements:** Albuquerque Fire Department shall comply with Federal Civil Rights Laws and Regulations: Title VI of the Civil Rights Act of 1964, 49 CFR Part 21 Non-discrimination In Federally-Assisted Programs of the Department of

Transportation, 28 CFR Section 50.5 U.S Department of Justice Guidelines for Enforcement of 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, Act of 1975, Titles II and III of the Americans with Disabilities Act of 1991, and The Civil Rights Restoration Act of 1987 Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency. **Albuquerque Fire Department** will take reasonable steps to ensure Limited English Proficient (LEP) persons have meaningful access to its programs and activities. Executive Order 13347 Individuals with Disabilities in Emergency Preparedness requires government to support safety and security for individuals with disabilities in situations involving disasters, including earthquakes, tornadoes, fires, floods, hurricanes, and acts of terrorism.

- G. Other Requirements:** **Albuquerque Fire Department** certifies that it has an Affirmative Action Plan/Equal Employment Opportunity Plan (for USDHS/DOJ grants). An EEOP is not required for recipients of less than \$25,000.00 or fewer than 50 employees.
- H. Other Requirements:** **Albuquerque Fire Department** certifies that its employees are eligible to work in the U.S. as verified by Form I-9, Immigration & Naturalization Service Employment Eligibility.
- I. Other Requirements:** It is the responsibility of **Albuquerque Fire Department** as the recipient of these federal funds to fully understand and comply with:

Office of Management and Budget (OMB) Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (also known as the "A-102 Common Rule"). These A-102 requirements are also located within DHS regulations at Title 44, Code of Federal Regulations (CFR) Part 13.

OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations, relocated to 2 CFR Part 215.

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

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

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

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

The above requirements are found at:

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

ARTICLE 17

PENALTY FOR NON COMPLIANCE

For the reasons listed below, special conditions may be imposed, reimbursements may be partially or wholly withheld, the award may be wholly or partly suspended or terminated, or future awards, reimbursements and award modifications may be withheld. DHSEM may institute the following, but is not limited to, withholding authority to proceed to the next phase of a project, requiring additional or more detailed financial reports, additional project monitoring, and/or establish additional prior approvals. DHSEM shall notify the sub-recipient of its decision in writing stating the nature and the reason for imposing the conditions/restrictions, the corrective action required and timeline to remove them, and the method of requesting reconsideration of the imposed conditions/restrictions. The sub-recipient must respond within 5 days of receipt of notification.

- a. Unwillingness or inability to attain project goals
- b. Unwillingness or inability to adhere to Special Conditions listed in Block 12
- c. Failure or inability to adhere to grant guidelines and federal compliance requirements
- d. Improper procedures regarding contracts and procurements
- e. Inability to submit reliable and/or timely reports
- f. Management systems which do not meet federal required management standards

ARTICLE 18 TERMINATION

For Cause: If performance is not occurring as agreed, the award may be reduced or terminated without compensation for reduction or termination costs. DHSEM will provide notice of five (5) days to the sub-recipient stating the reasons for the action, steps taken to correct the problems, and the commencement date of the reduction or termination. DHSEM will reimburse the sub-recipient only for acceptable work or deliverables, necessary and allowable costs incurred through the date of reduction or termination. Final payment may be withheld at the discretion of DHSEM until completion of a final DHSEM review. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

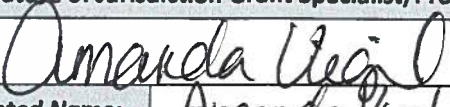
For Convenience: This Agreement may be terminated without cause by either of the parties upon written notice delivered to the other party at least 30 days prior to the intended date of termination. A termination pursuant to this provision does not nullify a party's obligations for performance or liabilities for failure to perform already incurred prior to the date of termination. Any project may be terminated upon convenience, in whole or in part, for the convenience of the Government. The U.S. Department of Transportation (USDOT) and the DHSEM, by written notice, may terminate this grant, in whole or in part, when it is in the Government's interest. Allowable costs obligated and/or incurred through the date of termination shall be reimbursed. Any equipment purchased under a terminated grant may revert to DHSEM at the option of DHSEM.

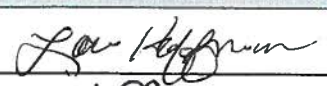
The acceptance of a grant from the United States creates a legal duty and obligation on the part of the sub-grantee to use the funds or property made available in accordance with the conditions of the grant as administered by and through the New Mexico Department of Homeland Security and Emergency Management.

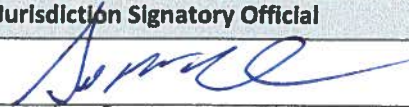
ARTICLE 19 SPECIAL CONDITIONS

*** Grant funds cannot be expended until these conditions have been met.**

No Special Conditions Issued for this Sub-Grant

Signature of Jurisdiction Grant Specialist/Program Manager		DATE	2/22/2017
		PHONE	768-9304
Printed Name:	Amanda Vigil	EMAIL	amondavigil@cabg.gov

Signature of Jurisdiction Chief Financial Officer		DATE	1 Mar. 17
		PHONE	505-768-3365
Printed Name:	Lou Hoffman	EMAIL	lhoffman@cabg.gov

Signature of Jurisdiction Signatory Official		DATE	
		PHONE	505 768.3000
Printed Name:	Robert Perry	EMAIL	rperry@cabg.gov

DHSEM Chief Financial Officer		DATE	
Printed Name:	Sarah J. Peterson, CFO, NMDHSEM		

DHSEM Signatory Official		DATE	
Printed Name:	M. Jay Mitchell, Cabinet Secretary, NMDHSEM		

Attachment I

Required Reimbursement Checklist

Please Note: 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 filing.

Training Equipment

1. Have all invoices been included?
2. Has an AEL # been identified for each purchase?
3. If service/warranty expenses are listed, are they only for the performance period of the grant?
4. 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)
5. If EHP form needed – has copy of it and approval from DHS been included?

Consultants/Contractors

1. Does the amount billed by consultant add up correctly?
2. Has all appropriate documentation to denote hours worked been properly signed?
3. 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).
4. Has the invoice from consultant/contractor been included?
5. 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)

1. 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)?
2. Has a time period summary sheet been included for total claimed amount?
3. 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).
4. Does the back-up documentation include a copy of the check stub per employee for the time period covered?
5. Does the back-up documentation provided match the time period for which reimbursement is being requested?

Training

1. Is the course DOT approved? Is there a course or catalog number? If not, has DHSEM approved the non-DOT training? Is supporting documentation included your reimbursement request?
2. Have sign-in sheets, rosters and agenda been provided?
3. If billing for overtime and/or backfill, has a spreadsheet been provided that lists attendee names, department, # of hours spent at training, hourly rate and total amount paid to each attendee? Have print outs from entity's financial system been provided as proof attendees were paid? For backfill, has a clear delineation/cross reference been provided showing who was backfilling who?
4. Have the names on the sign-in sheets been cross-referenced with the names of the individuals for whom training reimbursement costs are being sought?
5. Has any expenditures occurred in support of the training (e.g., printing costs, costs related to administering the training, planning, scheduling, facilities, materials and supplies, reproduction of materials, and equipment)? If so, receipts and proof of payment must be submitted. (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).

Matching Funds

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