

RESOLUTION NO. 2015 - _____

A RESOLUTION AUTHORIZING THE EXECUTION OF A SUB-GRANT AGREEMENT WITH THE NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT REGARDING A GENERATOR FOR THE CITY'S PUBLIC WORKS FACILITY.

WHEREAS, the New Jersey Office of Emergency Management (NJOEM) has been designated as the Grantee to receive, administer and disburse FEMA hazard mitigation funds for mitigation projects in New Jersey; and

WHEREAS, the City of Vineland is the Sub-grantee and has submitted an application to FEMA through the Grantee for a generator for the Public Works facility; and

WHEREAS, the City of Vineland has been approved to receive the generator in accordance with conditions specified in the Sub-grant; and

WHEREAS, specifically, the Sub-grant allocates up to \$25,000 of the cost of the generator to the federal share, and any additional expenses (estimated at \$3,165) to be borne by the Sub-grantee; and

WHEREAS, it is considered in the best interest of the City of Vineland to accept the terms of the Sub-grant in order to receive the generator and improve the efficiencies of the Department of Public Works in the event of an emergency and power loss; and

WHEREAS, the City of Vineland's Office of Emergency Management (OEM) Coordinator, has been designated by FEMA as the signing official for the City for this Sub-grant.

NOW THEREFORE BE IT RESOLVED, by the Council of the City of Vineland that the City's OEM Coordinator is hereby authorized and directed to execute the attached Sub-grant agreement with the New Jersey Office of Emergency Management.

Adopted:

President of Council

ATTEST:

City Clerk

**SUB-GRANT AGREEMENT
HAZARD MITIGATION GRANT PROGRAM (CFDA#97.039)
FEMA-DR-4086-NJ-242-R**

This Sub-grant Agreement (the “Agreement”) is made and entered into by, and between, the State of New Jersey, Office of Emergency Management, located at PO Box 7068, West Trenton, New Jersey 08628 (herein referred to as the “Grantee”); and the City of Vineland, located at 640 East Wood Street, PO Box 1508, New Jersey 08362 (herein referred to as the “Sub-grantee”).

The period of performance of this Project is the period beginning **June 25, 2015** and ending **June 25, 2018**.

- 1 The provisions of The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended (“the Stafford Act”), identify the use of disaster relief funds under Section 404 (Hazard Mitigation Grant Program, “HMGP”) for a variety of hazard mitigation activities, including generators and/or quick connect switches.
- 2 Section 404 of the Stafford Act provides authorization for hazard mitigation assistance to eligible applicants, including a State Agency, through the State of New Jersey, Office of Emergency Management for funding to be used to implement the Hazard Mitigation Grant Program.
- 3 The New Jersey Office of Emergency Management (NJOEM) has been designated as the Grantee to receive, administer, and disburse FEMA hazard mitigation funds for mitigation projects in New Jersey. The Grantee shall monitor and evaluate the implementation of mitigation projects and control the disbursement of HMGP funds from FEMA.
- 4 The City of Vineland, Cumberland County is the Sub-grantee and has submitted an application to FEMA, through the Grantee (herein referred to as the “Project”). The Grantee and FEMA have approved the Project along with any exceptions that have been made prior to signing of this Agreement and FEMA has provided an award letter to the Grantee, which is incorporated herein by reference. The Sub-grantee agrees to complete the Project prior to the Project completion dated specified in the applicable award letter unless a time extension is granted by the Grantee and FEMA.
- 5 The Sub-grantee shall coordinate and monitor the implementation of the Project approved by FEMA in accordance with the terms of this Agreement and the award letter dated June 29, 2015 with Conditions of Approval.
- 6 The Sub-grantee has the legal authority to accept mitigation funds and shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving Federal and State mitigation funds. The financial management system must comply with 44 Code of Federal Regulations (C.F.R.) Part 13 and 2 C.F.R. Part 225.
- 7 The Sub-grantee shall use the mitigation funds solely for eligible costs associated with the approved scope of work in the Project.
- 8 Only those costs that are allowable as defined in 44 C.F.R. Part 13 and 2 C.F.R. Part 225, will be reimbursable:
 - a. This Grant Agreement in the amount of **\$28,165.00** (“Funds”) will serve as the contract between the Grantee and the Sub-grantee for the purpose of the approved Project Number FEMA-DR-4086-NJ-242-R. This grant amount represents the maximum federal funding currently allocated for the Project and may not be equal to the estimated cost of completing the entire Project.

Total estimated cost of the Project:	\$28,165.00
Total Federal share:	\$25,000.00
Total non-federal share:	\$ 3,165.00

- b. The Sub-grantee agrees to provide the Grantee documentation showing a full accounting of 100% of the eligible project costs as required by 44 C.F.R. 13.24 for individual Project costs, including those in excess of the federal share allocated. Project management costs shall be submitted separately. The Sub-grantee shall be responsible for tracking and verification of all costs.
 - c. Any revision, change or modification to the approved scope of work must be submitted to Grantee and be approved by the NJ Sandy Recovery Field Office prior to implementation and/or construction. Any revision, change or modification that does not receive prior NJ Sandy Recovery Field Office approval will violate the conditions of the grant.
 - d. All work under this Agreement shall be completed by the date indicated in the FEMA award letter, unless an extension is approved by the Regional Administrator.
- 9 The Sub-grantee shall return to Grantee any grant funds which are not supported by audit or other Federal or State review of documentation maintained by the Sub-grantee.
- 10 The Sub-grantee shall maintain records for the period set forth in 44 C.F.R. 13.42 and shall give State and Federal agencies access to, and the right to examine all records and documents related to use of mitigation funds.
- 11 The Sub-grantee shall track and verify compliance with all applicable State and local ordinances, laws, regulations, building codes and standards applicable to this Project as follows:
- a. The Sub-grantee shall obtain all Federal, State and/or local permits prior to commencing construction.
 - b. The Sub-grantee shall consult with the local floodplain administrator and obtain any necessary permits prior to implementation of this Project.
 - c. All permits shall be submitted to Grantee who shall review, maintain and submit to FEMA copies of all permits.
 - d. Failure of the Sub-grantee to obtain all required permits associated with the approved scope of work violates the condition of the project approval and may result in a determination that no Federal funding is eligible to be reimbursed for this Project.
- 12 The Sub-grantee agrees to require compliance with local regulations pertaining to the National Flood Insurance Program (NFIP).
- 13 The Sub-grantee shall comply with 44 C.F.R.13.36 in all procurements, including the contract provisions found in subsection 13.36(i)(l)-(13). In particular,
- a. The Sub-grantee shall comply, as applicable, with provisions of Federal laws and regulations pertaining to labor standards, and the State of New Jersey Prevailing Wages laws and regulations.
 - b. The Sub-grantee shall not enter into any contract with any party which is debarred or suspended from participating in Federal assistance programs, or is otherwise ineligible pursuant to E.O. 12549, Debarment and Suspension, as implemented at 44 C.F.R. 13.35. The Sub-grantee shall not enter into any contract with any party which is listed in the State of New Jersey Consolidated Debarment Report.
- 14 The Sub-grantee has read, understands, and shall comply with the State of New Jersey Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, State Circular 04-04-OMB, and OMB Circular A-133.

- 15 The Sub-grantee shall submit to the Grantee quarterly progress reports (QPR), due the 7th day of the month after the end of the quarter on the following schedule:
- a.

January – March	Due April 7
April – June	Due July 7
July – September	Due October 7
October – December	Due January 7
 - b. Failure to provide the required reports will result in suspension of grant funds until the required reports are provided and approved by the Grantee.
 - c. The QPR should reflect the status and completion date for the Project and any problems or circumstances affecting the completion date, scope of work, Project costs, or which could be expected to result in noncompliance with the approved grant conditions.

16 ENFORCEMENT (44 C.F.R.13.43)

- a. If the Sub-grantee fails to comply with the terms of the award, whether stated in a Federal statute or regulation, an assurance, in a State plan or application, a notice of award, or elsewhere, FEMA may take one or more of the following actions, as appropriate in the circumstances:
 - 1) Temporarily withhold cash payments pending correction of the deficiency;
 - 2) Disallow all or part of the cost of the activity or action not in compliance;
 - 3) Wholly or partly suspend or terminate the current award for the program;
 - 4) Withhold further awards for the program; and
 - 5) Take other remedies that may be legally available.
- b. In taking an enforcement action, FEMA and/or the Grantee shall provide an opportunity for such hearing, appeal, or other administrative proceeding to which the Grantee or the Sub-grantee is entitled under any statute or regulation applicable to the action involved.
- c. Costs resulting from obligations incurred by the Sub-grantee during a suspension or after termination of an award are not allowable unless FEMA expressly authorizes them in the notice of suspension or termination. Other costs during suspension or after termination that are necessary and not reasonably avoidable are allowable if:
 - 1) The costs result from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of a termination, are not cancelable; and
 - 2) The costs would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes place.

17 ENVIRONMENTAL COMPLIANCE

- a. The Sub-grantee shall require compliance with 44 C.F.R. Part 10 Environmental Considerations, National Environmental Policy Act (NEPA), and other Federal and State environmental laws and regulations in the implementation of the Project. FEMA performs the Environmental and Historic Preservation review for approval of the Project and consistency with federal laws. The approved Project has been determined by FEMA to be Categorically Excluded from Environmental review in accordance with 44 C.F.R. Part 10.8(c). Therefore no environmental assessment or impact statement will be prepared.
- b. Failure of the Sub-grantee to comply with any environmental condition or requirement in the conditions of award will result in the Grantee withholding funds.

18 CLOSE-OUT (44 C.F.R. 13.50)

- a. The Sub-grantee will notify the Grantee that the Project has been completed, and shall provide a Final Progress Report and financial report by the end of the close-out period approved by FEMA. The Grantee shall conduct or arrange for a final site visit within 30 days of receiving the final progress report and financial report, and shall provide the Sub-grantee with the findings within 30 days of the visit. The findings will outline the results of the site visit and in particular any upward or downward adjustment to allowable costs.
- b. The close-out of the grant does not affect the right of FEMA to disallow costs and recover funds on the basis of a later audit or other review, the obligation to return any funds due as a result of later refunds, corrections, or other transactions, records retention as required in 44 C.F.R.13.42, Property management requirements in 44 C.F.R.13.31 and 13.32, and audit requirements in 44 C.F.R. 13.26.
- c. Any funds not returned within a reasonable period of time after request, may result in an administrative offset against other requests for assistance, withholding advance payments otherwise due, and other action permitted by law.

19 SCOPE OF WORK

- a. The approved Scope of Work (SOW) for the Project is to purchase and install one (1) permanent diesel-powered generator to supply emergency power during and after severe weather events at the Public Works Facility, located at 1086 East Walnut Road. The generator will be installed and maintained according to all applicable state and local building codes and standards.
- b. Any request for substitution must be submitted in writing.

20 PERIOD OF PERFORMANCE EXTENSION

Should the Sub-grantee require a period of performance extension, a written request must be submitted to the Grantee at least 90 days prior to the completion deadline established by the Grantee (June 25, 2018). This written request must include a justification for the extension, including: a summary of all work completed and remaining; a Statement demonstrating that all work can be completed within the extension period; a revised budget form (if applicable); copies of contracts between the Sub-grantee and third parties for work to be performed; and any other material supporting the extension.

21 INDEMNIFICATION

The Sub-grantee agrees that it shall be solely responsible for and shall keep, save and hold the State of New Jersey and its employees harmless from all claims, loss, liability, expense or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Sub-grantee's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Sub-grantee's services that results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Sub-grantee's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault or default of the Sub-grantee. The Sub-grantee's responsibility shall also include all legal fees and costs that may arise from these actions. The Sub-grantee's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

Signature page follows

STATE OF NEW JERSEY

HAZARD MITIGATION GRANT PROGRAM

IN WITNESS WHEREOF, the parties hereto have executed this Sub-Grant Agreement and have herein set their respective names on the day and year set forth below:

SUB-GRANTEE –CITY OF VINELAND

Date

GRANTEE-NEW JERSEY OFFICE OF EMERGENCY MANAGEMENT

SFC Michael Gallagher
State Hazard Mitigation Officer
State of New Jersey, Office of Emergency Management

Date