

RESOLUTION NO. 2021-163

A RESOLUTION AUTHORIZING THE ACCEPTANCE OF  
THE NATIONAL ENVIRONMENTAL ASSESSMENT  
REPORTING SYSTEM AWARD PROGRAM GRANT FROM  
THE NATIONAL ENVIRONMENTAL HEALTH  
ASSOCIATION.

WHEREAS, the City of Vineland, Department of Health, has been selected by the National Environmental Health Association to receive an award of grant funding for up to \$2,700.00 for the National Environmental Assessment Reporting System (NEARS) Award Program; and

WHEREAS, this grant will provide for the following:

1. Inspectors will be trained through the online Environmental Assessment Series (EATS) on conducting foodborne illnesses. Training will be after normal work hours and all involved training salaries will be paid through this grant.
2. Enable the Health Department to purchase and/or update environmental sampling/other investigation equipment to build capacity in foodborne outbreak investigation.

WHEREAS, it is the desire of the Vineland Department of Health to accept the NEARS grant for the grant period of April 1, 2021 through July 31, 2021; now, therefore,

BE IT RESOLVED by the City Council of the City of Vineland as follows:

1. THAT Health Director or his designee are hereby authorized and directed to execute the Letter of Agreement and such other documents as required between the National Environmental Health Association and City of Vineland.
2. THAT the City of Vineland agrees to undertake its obligations under the grant agreement.

Adopted:

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President of Council

ATTEST:

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City Clerk



720 South Colorado Blvd.  
Suite 1000-N  
Denver, Colorado 80246-1926  
Phone (303) 756-9090  
Fax (303) 691-9490  
www.neha.org

## SUBAWARD AGREEMENT

This Subaward Agreement is effective as of the date of the later signature indicated below, between the National Environmental Health Association (NEHA) with its principal place of business, 720 S Colorado Boulevard, Suite 1000N, Denver, Colorado 80246 and the City of Vineland Health Department (hereinafter referred to as "Subrecipient"), with its principal place of business at 640 E Wood Street, PO Box 1508, Vineland, NJ 08362-1508.

WHEREAS, NEHA wishes to hire Subrecipient to perform the services specified herein for NEHA to enhance the programmatic activities of a grant;

WHEREAS, Subrecipient wishes to perform such services for NEHA.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties, intending to be legally bound, do hereby agree as follows:

### ARTICLE I: SPECIAL PROVISIONS

1. PURPOSE OF AGREEMENT: Subrecipient agrees to fully engage and participate in the NEARS Explorer program in support of NEHA's programmatic activities under CDC-RFA-OT18-1802 as described in Attachment I. The terms of Attachment I shall be incorporated into this Agreement as if fully set forth herein. Subrecipient shall act at all times in a professional manner consistent with the standards of the industry.
2. TERM OF AGREEMENT: The term of the Agreement shall begin on April 1, 2021 through July 31, 2021, unless earlier terminated in accordance with the terms herein. Expiration of the term or termination of this Agreement shall not extinguish any rights or obligations of the parties that have accrued prior thereto.
3. PAYMENT FOR PARTICIPATION: In consideration for participation in the NEARS Explorer program, NEHA agrees to reimburse the Subrecipient for eligible costs incurred up to \$2,700. Eligible costs are those previously approved by NEHA and are listed in Attachment I. All payments will be made within 30 days of receipt of final invoice from Subrecipient and following approval by NEHA for approved activities, as outlined on Attachment I. The final invoice must be received by NEHA no later than 30 days after the end date of the Agreement.

### ARTICLE II: GENERAL PROVISIONS

1. PAYMENT OF TAXES AND OTHER LEVIES: Subrecipient shall be exclusively responsible for reporting and payment of all income tax payments, unemployment insurance, worker's compensation insurance, social security obligations, and similar taxes and levies.
2. INDEMNIFICATION: Subrecipient agrees to defend, hold harmless and indemnify NEHA and its directors, officers, employees, representatives, agents, and contractors from and against all losses, costs, damages, claims, expenses, or other liability whatsoever (including all reasonable attorneys' fees) arising out of or connected with Subrecipient's services under this Agreement, including, but not limited to, any

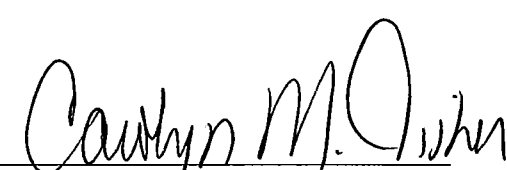
accident or injury to persons or property.

3. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement must be made in writing and signed by both parties.
4. CONTINGENCY CLAUSE: This Agreement is subject to the terms of any agreement between NEHA and its Primary Funder and in particular may be terminated by NEHA without penalty or further obligation if the Primary Funder terminates, suspends or materially reduces its funding for any reason. Additionally, the payment obligations of NEHA under this Agreement are subject to the timely fulfillment by the Primary Funder of its funding obligations to NEHA.
5. INTERFERING CONDITIONS: Subrecipient shall promptly and fully notify NEHA of any condition that interferes with, or threatens to interfere with, the successful carrying out of Subrecipient's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof.
6. TERMINATION: Either party may terminate this Agreement upon at least fifteen (15) days prior written notice to the other party.
7. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the subrecipient.
8. ADDITIONAL FUNDING: No additional funds will be allocated to this project beyond the amount listed in #3 under Special Provisions of this Agreement.
9. NOTICE: All notices, including invoices, required to be delivered to the other party pursuant to this Agreement shall be in writing and shall be sent via email.
10. AUTHORITY TO BIND: Each party hereby represents and warrants that the person signing below has the authority to bind such party to this Agreement.

**NEHA:**

**SUBRECIPIENT:**

By: 

By: 

Name: Gail P. Vail, CPA, CGMA

Name: Carolyn M. Fisher

Title: Associate Executive Director,  
Finance and Administration

Title: PR. REHS

Date: 3/24/2021

Date: 3/29/2021

# National Environmental Health Association

## SUBRECIPIENT AGREEMENT – ATTACHMENT I

### SCOPE OF WORK

During the term of this Agreement, Subrecipient agrees to the following:

Funding will support food safety program initiatives to explore involvement in CDC's National Environmental Assessment Reporting Systems. Supported activities include:

- Staff time to learn about NEARS, such as
  - Taking Environmental Assessment Training (EATS) or equivalent training course as identified by NEHA to conduct environmental assessments
  - Participating in a NEARS webinar training session
  - Attending a regional or national NEARS presentation
- Purchase of environmental sampling/other investigation equipment to build capacity in foodborne outbreak investigation.
- Activities that encourage local programs within the state to participate.

#### **Technical Requirements:**

The agreement between NEHA and subrecipient is to be performed April 1, 2021 through July 31, 2021. Subrecipient shall provide the following technical requirements:

1. Have a state or local food safety program.
2. The ability to attend online trainings and webinars.
3. Have the ability to register for NEARS.

#### **Reporting Schedule**

Subrecipient shall submit a final summary report using the provided and approved NEHA final report template. Final reports must be submitted, along with the final invoice, to Laura Wildey at [lwildey@neha.org](mailto:lwildey@neha.org) and cc: [ppd\\_invoices@neha.org](mailto:ppd_invoices@neha.org) no later than August 31, 2021.

#### **Deliverables:**

The deliverables for the work to be performed include the following:

1. Completion of the online Environmental Assessment Training Series (EATS), or alternate approved training course
2. Completion of the Introduction to NEARS webinar series hosted by CDC
3. Registered as a NEARS site (optional)
4. Final report and invoice submitted to NEHA by August 31, 2021