

R15-105

MEMORANDUM OF UNDERSTANDING (MOU)

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE STATE OF NEW JERSEY

AND BOROUGH OF MERCHANTVILLE

This Memorandum of Understanding (Agreement), made and entered into between the New Jersey Office of Emergency Management, hereinafter referred to as the "NJOEM," and

Officially domiciled at Borough of Merchantville

Hereinafter referred to as the Subgrantee relating to application for grants under the Federal Emergency Management Agency (FEMA) Public Assistance and/or Hazard Mitigation programs for presidentially declared major disasters.

WHEREAS, The NJOEM, on behalf of the State of New Jersey, is the Grantee receiving funding under the FEMA Public Assistance and/or Hazard Mitigation programs as authorized under the Stafford Act and has the fiduciary responsibility to ensure those funds are spent on eligible Subgrantee facilities and activities, and are properly reimbursed to the Subgrantee; and

WHEREAS, under current information provided, FEMA has determined that the Subgrantee is eligible to apply for and/or receive FEMA funding under the Public Assistance and/or Hazard Mitigation programs, subject to approval of a Project Worksheet for Public Assistance or application for a Hazard Mitigation grant;

WHEREAS, this agreement is part of the application for Disaster Assistance and will become effective and binding upon approval of a Project Worksheet or Hazard Mitigation Grant and signature on behalf of NJOEM;

NOW, THEREFORE, in consideration thereof, the parties hereby agree as follows:

Responsibilities of the Subgrantee

The Subgrantee is primarily responsible for compliance with and agrees to obtain a working knowledge of the Stafford Act and all applicable FEMA regulations as provided in 44 CFR and FEMA policies that govern the Public Assistance and/or Hazard Mitigation programs and shall adhere to the application of the Stafford Act and those applicable regulations and policies and OMB Circulars A-87, A-102 A-110 and A-133 as a condition for the acceptance of and expenditure of said FEMA funding.

As a further condition for the acceptance of and expenditure of FEMA funding, the Subgrantee hereby agrees to follow all NJOEM guidelines, regulations and directives, to include but not be limited to the following:

Use NJEMGrants.org, as applicable, to access forms and submit Requests For Reimbursement (RFR) and supporting documentation.

Subgrantee agrees to promptly notify NJOEM and FEMA of any project that involves the following:

Work taking place in floodplains or wetlands

Improved projects that increase the size of footprint of a facility (PA Program)
Alternate projects (PA Program)
Relocated projects
Hazard mitigation projects affecting floodplains or wetlands, such as culvert enlargements
Any project that changes the function of a facility
Work affecting facilities with historic significance

Such projects have the potential to be subject to additional FEMA review as they may trigger additional Federal compliance requirements in accordance with the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA), Executive Order 11988 (Floodplain Management), Endangered Species Act (ESA) and other applicable Federal Laws.

The Subgrantee shall assure that all project documents are made available to NJOEM, FEMA, Department of Homeland Security, Office of Inspector General (OIG) or to any other state or federal agency as determined by NJOEM, to include but not limited to: insurance policies, insurance proceeds received as a result of the disaster, and all other documentation substantiating eligible costs.

All records, reports, documents and other material delivered or transmitted to NJOEM by the Subgrantee shall become the property of NJOEM.

The Subgrantee shall obtain and maintain such types and extent of insurance as are reasonable available, adequate, and necessary to protect against future loss from similar hazards to the extent required under 44 CFR 206.250-206.253. This insurance must, at a minimum, be in the amount of the Federal grant award plus any non-Federal share.

The Subgrantee is responsible for compliance with all federal and state laws, regulations and policies. The Subgrantee should pay particular attention to those regulations and policies whose non-compliance may take Subgrantee eligible for corrective action under the NJOEM. Those policies are listed in Exhibit B, attached to and made part of this MOU.

The Subgrantee may be required to execute a separate subgrant agreement for Hazard Mitigation Grant Program projects in addition to this MOU.

The Subgrantee agrees to monitor NJEMGrants.org for any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements.

The undersigned, as the appointed agent of the Subgrantee hereby declares that the individual(s) named herein as the Subgrantee's agent(s) are knowledgeable of the requirements outlined herein.

The Subgrantee hereby acknowledges that failure to adhere to all applicable state and federal law, regulations, policies and directives may result in suspension and/or termination of funding/reimbursements and/or all of part of the de-obligation of previously received funding.

Responsibilities of the NJOEM

NJOEM agrees to maintain NJEMGrants.org subject to the availability of funding.
NJOEM shall, through the Subgrantee's assigned Disaster Recovery Specialists, review Subgrantee's Request For Reimbursements, assist Subgrantee in correcting any deficiencies, and disburse reimbursement requests to the Subgrantee as timely as possible.

NJOEM shall communicate to the Subgrantee, in a timely manner, any changes in law, regulations, policy or procedure which affects the Subgrantee's grant requirements through NJEMGrants.org, or appropriate alternate methods of communication.

NJOEM shall provide technical assistance, advice on best practices and other education outreach programs to assist the Subgrantee in the formulation and management of its FEMA grants (see Disclaimer paragraph herein below).

Term of Agreement

This MOU shall remain in full force and effect as long as the Subgrantee has outstanding FEMA grants that have not been closed out and/or the Subgrantee receives future FEMA funding, including the record retention period. Any changes in regulations, policies or procedures applicable to disaster funding shall constitute an amendment to this Agreement.

Results of De-Obligation

The Subgrantee acknowledges that all final actions by FEMA to de-obligate funding are the financial responsibility of the Subgrantee and said amounts de-obligated shall be remitted to NJOEM by the Subgrantee immediately upon demand or in accordance with NJOEM policy.

Limitation of Liability

The Subgrantee acknowledges that this MOU is intended for the benefit of the Grantee and the Subgrantee and does not confer any rights upon any third parties. Furthermore, the Subgrantee hereby agrees to hold harmless and indemnify Grantee from any actions or claims brought on behalf of any third parties to whom services or materials are provided or who provides services or materials under any project funded by the FEMA Public Assistance and/or Hazard Mitigation programs.

Disclaimer

In its capacity as the Grantee and state of fiduciary of Federal Emergency Management Agency (FEMA), and other federal grant funds, the NJOEM provides technical assistance and education outreach programs to current and potential Subgrantees (collectively referred to as "Subgrantees") of the FEMA Public Assistance and/or Hazard Mitigation programs.

Technical assistance includes the application of specific knowledge to a specific situation in order to address a specific need and as such is not a legal opinion or an endorsement of the Subgrantee's grants management practice, Education outreach programs include general programmatic grants management guidance for a Subgrantee to use in administering its own grants management program. NJOEM does not render legal opinions to Subgrantees, but rather provides information intended to assist a Subgrantee prudently manage its own grants management program by employing effective methods and sound practices to manage FEMA grants.

Technical assistance and other grants management information provided by NJOEM and adopted by the Subgrantee, does not serve as NJOEM's endorsement of the Subgrantee's grants management practice and does not relieve the Subgrantee of the responsibility of assuring that its grants management practice is in compliance with applicable laws, regulations and policies as required by the FEMA Public Assistance and/or Hazard Mitigation programs.

The Subgrantee, by its decision to participate in the FEMA Public Assistance and/or Hazard Mitigation programs, bears the ultimate responsibility for ensuring compliance with all applicable state and federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by NJOEM, FEMA, or any other state and federal agencies with audit, regulatory, or enforcement authority. Throughout the grants management process, NJOEM, as the state fiduciary of this federal funding, reserves the right to demand that the Subgrantee comply with all applicable state and federal laws,

regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protest those funds for which it is responsible.

Discrimination Clause

The Subgrantee agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran’s Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and the Americans with Disabilities Act of 1990.

The Subgrantee agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, or disabilities.

Any act of discrimination committed by the Subgrantee or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

Notices

All notices and other communications pertaining to this Agreement shall be in electronic format and/or writing and shall be transmitted either by e-mail, personal hand-delivery (and receipted for) or deposited in the United States Mail, as certified mail, return receipt requested and postage prepaid, to the other party, addressed as follows:

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first written above.

WITNESSES:

State’s Witness
Name:

State Coordinating Officer
Name:
Title:
Telephone Number:

Date

Entity’s Witness
Name: Denise L. Brouse

Chief Elected/Appointed Official
or Chief Executive Officer
Name: Edward F. Brennan
Title: Mayor
Telephone Number: 856 662 2474

Date