

**BOROUGH OF CLAYTON
COUNTY OF GLOUCESTER**

RESOLUTION #35-2024

**RESOLUTION AUTHORIZING THE BOROUGH OF CLAYTON TO ACCEPT A
SUBGRANT AWARD OF THE FEDERAL FISCAL YEAR 2023 OF EMERGENCY
MANAGEMENT PERFORMANCE GRANT AND EMERGENCY MANAGEMENT
AGENCY ASSISTANCE**

WHEREAS, the Borough of Clayton Office of Emergency Management has been awarded State Homeland Security Grant Program Sub-grant AFN #97.042, Subgrant Award #FY23EMPG-EMAA-0801 from the New Jersey Department of Law and Public Safety, Office of the Attorney General. The subgrant, consisting of \$10,000.00 Federal Award is for the purpose of enhancing the Borough's ability to prevent, protect against, respond to and recover from acts of terrorism, natural disasters and other catastrophic events and emergencies; and

WHEREAS, the Borough of Clayton will use these funds to enhance our Emergency Management Program and that the funds will be used for Emergency Management purposes; and

WHEREAS, the award period is from July 1, 2023 to June 30, 2024; and

WHEREAS, the subgrant award incorporates all conditions and representations contained or made in application and notice of award; and

WHEREAS, the Borough of Clayton Office Emergency Management, designated by the New Jersey State Police, Office of Emergency Management, has submitted an Application for Subgrant Award that has been required by the said New Jersey State Office of Emergency Management.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Clayton, in the County of Gloucester, State of New Jersey:

1. That the Council accepts the award of the FFY23 Emergency Management Performance Grant Program (EMPG), Emergency Management Agency Assistance Subgrant (EMAA) in the amount of up to \$10,000.00 Federal Funds from the New Jersey State Police, Office of Emergency Management.
2. That the Mayor and Director of Emergency Management are authorized to sign the appropriate subgrant award documents.

That copies of this resolutions shall be forwarded to the New Jersey State Police, Office of Emergency Management, the City Business Administrator, the Chief Financial Officer and the County Division of Emergency Management and Office of Treasury.



TOM BIANCO, Mayor

Certification

I hereby certify this is a true and exact copy of the resolution adopted by the Borough of Clayton on January 11, 2024.



Christine Newcomb, Borough Clerk

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD**

FY AND GRANT NAME FY23 EMPG	SUBAWARD AMOUNT
PROJECT TITLE Emergency Management Agency Assistance (EMAA)	Federal \$ 10,000.00 Match 0 Total \$ 10,000.00 Subrecipient Indirect Cost Rate (ICR) N/A %
SUBRECIPIENT Borough of Clayton	CFDA NO. 97.042
UEI SCMRGCPJ79T9	CFDA AMOUNT \$ 355,100,000.00
FEDERAL AWARD IDENTIFICATION NO. EMN-2023-EP-00003-S01	FEDERAL AWARD DATE 9/18/2023
FEDERAL AWARDOING AGENCY FEMA	FEDERAL AWARD AMOUNT \$ 8,518,986.00
	L&PS ICR N/A %
STATE ACCOUNT NO. 23-100-066-1200-726	DATE OF AWARD 10/18/2023

In accordance with the provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§ 5121 et seq.) as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application. An in-kind match will be provided to compensate OEM Staff to complete the tasks listed on the FY23 work plan.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY



Signature of Authorizing Official

Attorney General or Designee

Thomas Bianco, Mayor

Typed Name of Official and Title

Date

1-11-2024
Date

Subaward Number: FY23-EMPG-EMAA-0801

Subaward Period: 7/1/23 - 6/30/24

Subrecipient Fiscal Year Start Date: 1/1

Division Contact

Name: SGT. Mario Pepler # 7331

Title: NJSP - Emergency Response Bureau

Email: Mario.Pepler@NJSP.GOV

Phone Number: (609) 610-8351

**STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

**FY23
EMERGENCY MANAGEMENT PERFORMANCE GRANT
EMAA AWARD CONDITIONS**

STATE CONDITIONS

Compliance with State Laws

1. The Subrecipient agrees to comply with all requirements imposed by the New Jersey Department of Law and Public Safety (Department), and the New Jersey Division of State Police (DSP), Office of Emergency Management (OEM) concerning all federal, state, and municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subrecipient is engaged in the performance of this grant. The Subrecipient agrees that it is responsible for reviewing any changes to current applicable requirements, including relocation of citations, and any new requirements that are applicable, and the Subrecipient agrees to comply with all such requirements. Failure to comply with these laws, rules, regulations, and State Department of Treasury, Circular Letters (State Circulars) will be grounds for termination of this subaward and recoupment of monies provided pursuant the subaward.
2. The Subrecipient assures that it will comply, and all of its contractors will comply with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
3. The Subrecipient understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to \$500,000.

Legal Authority for Application; Resolution

4. The Subrecipient assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subrecipient assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.

Availability of Grant Funds

5. The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability of the funds appropriated by the State Legislature from State or Federal revenue or such or other funding sources as may be applicable and, in addition, if the Subrecipient's program is deemed a priority by the New Jersey Attorney General. A failure of the Department to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the agreement by the Department or an event of default under the agreement and the Department shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the grant agreement and in no event shall the agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the grant agreement.

Performance Period

6. The Subrecipient agrees that all subaward activities will only be performed within the authorized subaward period, unless an extension is granted.

Non-State Employee Status

7. The Subrecipient understands and agrees that non-State employees or other persons performing services in connection with a subaward shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.

Indemnification by Non-profit Agencies or Local Units of Government

8. The Subrecipient agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey 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 Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient'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 Subrecipient's failure to provide for the safe and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient'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.

Indemnification by State Agencies

9. The Subrecipient shall be responsible for, at its own expense defend itself against, and hereby releases the Department of Law and Public Safety for any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.

High Risk Subrecipients

10. In addition to the federal requirements regarding High Risk status, located at 2 C.F.R. §§ 200.205 and 200.207, the Subrecipient agrees that under certain instances it may be considered "High Risk":
 - A. If the Department determines that a Subrecipient:
 1. Has a history of unsatisfactory performance;

2. Is not financially stable;
 3. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Standard Grant Agreement Form, VIII Financial Management System, 07-05-OMB;
 4. Has not conformed to terms and conditions of previous awards; or
 5. Is otherwise not responsible; and the Department determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
- B. If a Subrecipient is considered "High Risk," then the Department may impose additional Special Conditions or restrictions on the Subrecipient at any time including:
1. Payment on a reimbursement basis;
 2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
 3. Requiring additional, more detailed financial reports;
 4. Additional project monitoring;
 5. Requiring the Subrecipient to obtain technical or management assistance; or
 6. Establishing additional prior approvals.
- C. If the Department decides to impose such special conditions, it will notify the Subrecipient as soon as possible, in writing, of:
1. The nature of the special conditions/restrictions;
 2. The reason(s) for imposing the special conditions;
 3. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions; and
 4. The method of requesting reconsideration of the conditions/restrictions imposed.

Amendments and Extensions

11. No amendments or contract extensions to the approved budget, objectives, or program scope as outlined in the funding Application may be made without written approval by the Department. The amendment request must be made in writing by the program director or authorized representative and must be accompanied by the revision of applicable application documents and written justification.
12. The Subrecipient shall request approval when there is reason to believe a revision or modification will be necessary for the following reasons:
 - A. Changes in the scope, objective, financial assistance, key personnel, timing of the project or program, or deviations from the approved budget.
 - B. To provide financial assistance to a third party by sub-granting, if authorized, or by another means to obtain the services of a third party to perform activities which are central to the purpose of the award.
 - C. The need for additional funding or to extend the period of availability of funds.
 - D. Adjustments between cost categories and/or shifts of funding to direct cost categories that are not part of the approved budget.
13. The Department may request changes in the scope of services of the Subrecipient to be performed hereunder. Such changes, which are mutually agreed upon by and between the Department and the Subrecipient must be incorporated in written amendments to this grant.

14. If the Subrecipient is making program expenditures or providing grant services at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant amount or provide grant services, the Department may so notify the Subrecipient. If, after consultation, the Subrecipient is unable to develop to the satisfaction of the Department a plan to rectify its low level of program expenditures or grant services, the Department may upon thirty (30) days' notice to the Subrecipient, reduce the grant amount by a sum so that the revised grant amount fairly projects program expenditures over the grant period. This reduction shall take into account the Subrecipient's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by the Department subsequent to the awarding of the grant and the funds have already been received by the Subrecipient, the reduced amount will be remitted to the Department.

Timekeeping & Overtime

15. Subrecipient must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee name, title, rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subaward activities, the Subrecipient's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
16. The Subrecipient agrees that overtime expenses must be directly related to approved subaward activities. Monthly overtime charges to the subaward must be reported on the Detailed Cost Statement (DCS) report. The DCS should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.

Subcontracts and Assignments

17. The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Department. No rights or obligations of the Subrecipient under this subaward, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of the Department. The Subrecipient may not transfer any rights or obligations under this subaward pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
18. It is the responsibility of the Subrecipient to ensure that all subaward conditions are included in any contract made under this subaward.
19. The Subrecipient shall include in its official grant file copies of any contract with subcontractors or vendors regarding this grant program and copies of its monthly timekeeping system records. The Department reserves the right to give final written approval of subcontract or vendor budgets reimbursed with subaward funds.

Financial Management

20. The Subrecipient agrees to give the Department, OEM, DHS, or FEMA through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subrecipient's operations. The Department reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subrecipient to perform such audits.

21. The Department reserves the right to conduct audits regarding funds granted to the Subrecipient. As a requirement for further involvement in the programs, the Subrecipient shall cooperate with any such audit and make available permanent records.
22. The Subrecipient agrees to monitor all subawards, if applicable, for performance and fiscal integrity, including any required cash match. In addition, the Subrecipient will monitor all Subrecipients to ensure that required audits are performed.
23. The Subrecipient agrees to enter, maintain and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Disbursed grant funds shall be available for expenditure by the Subrecipient in accordance with the provisions of the subaward throughout the project period subject to such conditions as the Department may prescribe.
24. The Subrecipient agrees to maintain an adequate financial management system in accordance with generally accepted principles of accounting. The Subrecipient shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subrecipient shall maintain accurate and complete disclosure of financial results of each subaward in the DCS, have procedures to determine allowable costs, and provide source documentation for financial records.
25. Payments will be made to the Subrecipient in the manner determined by the Department and after receipt by the Department of a properly executed copy of this grant.
26. Program Income
 - A. Program income is defined as gross income earned by the Subrecipient from grant-supported activities.
 - B. The Subrecipient must comply with State Circular Letter 07-05-OMB and Federal program income requirements found at 2 C.F.R. §§ 200.80 and 200.307.
 - C. Unless the grant provides otherwise, the Subrecipient shall have no obligation to the Department with respect to royalties received as a result of copyrights or patents produced under the grant.
 - D. All other program income earned during the grant period shall be retained by the Subrecipient and used in accordance with the allowable costs of the subaward.

Purchases

27. The Subrecipient agrees that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.
28. The Subrecipient agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, 11-09-OMB, when using subaward funds to purchase food, beverages and refreshments for project activities.
29. The Subrecipient agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subrecipient agrees to maintain an inventory list on all equipment and consumable supplies purchased with grant funds in the official grant file.
30. For purchase of services by State Agencies, Independent State Agencies or Legislature, the

Subrecipient agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.

Training and Travel

31. The Subrecipient agrees to submit a written request to the Department and receive written approval before expending any grant funds allocated for training or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subrecipient's use of any grant funds for allowable travel is controlled by the current State Travel regulations, State Circular 16-11-OMB. Exceptions to this policy may be considered on a case-by-case basis when justified by extenuating circumstances. A Subrecipient seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.

Work Product Publication

32. The Subrecipient agrees that the Department reserves the right to require the Subrecipient not to publish any work, which right shall not be exercised unreasonably. The Subrecipient assures that any publication by the Subrecipient shall include, on the title page, a standard disclaimer of responsibility by the Department for any opinions or conclusions contained therein.

Public Works Contractor Registration

33. The Subrecipient's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.

Bonding and Insurance

34. Bonding and insurance, as applicable, shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.

Problems Affecting Subrecipient Performance

35. The Subrecipient shall inform the Department of the following types of conditions which affect program objectives and performance as soon as they become known:
- A. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by the Department required to resolve the situation.
 - B. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
36. The Department may, at its discretion, make site visits to:
- A. Review program accomplishments and management control systems.
 - B. Provide such technical assistance as may be required.
 - C. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
 - D. Ensure compliance with all pertinent civil rights laws and regulations.

Enforcement

37. The Subrecipient agrees that it will maintain data and information and submit timely reports,

including programmatic progress and financial reports, as the Department may require. If reports are not submitted as required, the Department may, at its discretion, suspend payments on this subaward. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subrecipient on this or any grant with other state agencies until the required reports have been submitted.

38. The Subrecipient must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subrecipient monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
39. If the Subrecipient materially fails to comply with the terms of an award, whether stated in a state or federal statute or regulation, an assurance, general condition, special condition, in a state plan or application, a notice of award, or elsewhere, the Subrecipient agrees that the Department may take one or more of the following actions, as appropriate in the circumstances:
 - A. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
 - B. Disallow all or part of the cost of the activity or action not in compliance.
 - C. Wholly or partly suspend or terminate the current award for the Subrecipient's program.
 - D. Withhold further awards for the program.
 - E. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
 - F. Take other remedies that may be legally available.
40. In taking an enforcement action, the Department may provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.
41. The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Subrecipient from being subject to State and Federal debarment and suspension procedures.
42. When the Subrecipient has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subrecipient agrees that the Department may suspend the grant and withhold further payments; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; or decide to terminate the grant in accordance with the below paragraph. The Department shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.

The Subrecipient agrees that the Department may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. The Department shall notify the Subrecipient in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Subrecipient or recoveries by the Department under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

43. The Department and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions,

including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

44. The Department may terminate this grant for convenience, upon 60 days written advance notice to the Subrecipient, for any reason whatsoever, including lack of funding available to the Department. Upon receipt of a notice of termination for convenience, the Subrecipient shall cease incurring additional obligations of subaward funds. However, the Department shall allow the Subrecipient to incur all necessary and proper costs which the Subrecipient cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
45. If the subaward is terminated for the Subrecipient's failure to comply with Federal statutes, regulations, or terms and conditions of the Subaward, the Department will provide notification to the Subrecipient, including information that the decision may be considered in evaluating future applications received from the Department.
46. The Subrecipient shall return any subaward funds that are not supported by an audit or other Federal or State review of documentation maintained by the Subrecipient.

Record Retention

47. Unless otherwise directed by the Department, state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress or audit finding involving grant records started before the end of the seven-year period.

Closeout Procedures

48. The Subrecipient shall submit final expenditure and performance reports as prescribed by the Department and in the timeframes set forth in the subaward agreement upon completion of the grant period or termination of the grant.
49. The Department may permit extensions when requested in writing by the Subrecipient.
50. The Subrecipient will, together with the submission of the final report, refund to the Department any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by the Department to be retained.
51. The Department reserves the right to recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.

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FEDERAL CONDITIONS

Compliance with Federal Laws

52. The Subrecipient will follow all applicable requirements and procedures as required by the Department of Homeland Security (DHS), the Federal Emergency Management Agency (FEMA), the Emergency Management Performance Grant (EMPG) Program, any Grant Program Solicitation Reference Guides, and any requirements outlined in the notification, award, and other letters sent to the Subrecipient. The Subrecipient agrees that it is responsible for reviewing any changes to current applicable requirements, including relocation of citations, and any new requirements that are applicable, and the Subrecipient agrees to comply with all such requirements. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward and recoupment of monies provided pursuant the subaward.
53. The Subrecipient agrees to comply and assure the compliance of its contractors with the applicable statutory provisions including Section 662 of the Post-Katrina Emergency Management Reform Act of 2006 (PKEMRA), as amended, (Pub. L. No. 109-295) (6 U.S.C. § 762); the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended (Pub. L. No. 93-288) (42 U.S.C. §§ 5121 et seq.); the Earthquake Hazards Reduction Act of 1977, as amended (Pub. L. No. 95-124) (42 U.S.C. §§ 7701 et seq.); and the National Flood Insurance Act of 1968, as amended (Pub. L. No. 90-448) (42 U.S.C. §§ 4001 et seq.).
54. The Subrecipient agrees to comply with 2 C.F.R. Part 200 et seq., the “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” as adopted by DHS at 2 C.F.R. Part 3002, and State Circular Standard Grant Agreement Section, X. Allowable Costs, 07-05-OMB. The Part 200 Uniform Requirements consolidate and supersede the cost principles, administrative requirements, and audit requirements previously found in Office of Management and Budget (OMB) Circulars A-102, A-110, A-21, A-87, A-122, and A-133.
55. The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with the FY-2022 Emergency Management Performance Grant guidelines and application kit.

Single Audit Act

56. As required under the Federal Single Audit Act of 1984, Pub. L. 98-502, as amended, the Subrecipient agrees to comply with the organizational audit requirements of 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. 200.500, et seq.), the Government Accountability Office's Government Auditing Standards (Yellow Book), and the State Circular, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid, 15-08-OMB. The Subrecipient further understands and agrees that funds may be withheld, or other related requirements may be imposed, if outstanding audit issues (if any) from 2 C.F.R. Part 200, Subpart F audits (and any other audits of grant funds) are not satisfactorily and promptly addressed.

Debarment and Suspension

57. All Subrecipients must comply with Executive Orders 12549 and 12689, and 2 C.F.R. Part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance program or activities.
58. The Subrecipient must comply with State Executive Order No. 34 (Byrne, March 17, 1976), and

State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA.

59. The Subrecipient must inform the Department when the Subrecipient suspends or debars a contractor.

Employee and Consultant Compensation

60. The Subrecipient agrees that federal grant funds should not be used to pay employee annual cash compensation in an amount that exceeds 110% of the maximum salary payable to a member of the Federal government's Senior Executive Service at an agency with a Certified SES Performance Appraisal System for that year. (The salary table for SES employees is available at <http://www.opm.gov>).

Employment Eligibility Form

61. Organizations funded under this federal grant program must agree to complete and keep on file, as appropriate, the Immigration and Naturalization Service Employment Eligibility form (I-9). This form is to be used by the recipient of Federal Funds to verify that persons employed by the recipient are eligible to work in the United States.

FFATA, DUNS, and SAM Requirements

62. The Subrecipient agrees to comply with applicable requirements of the Federal Funding Accountability and Transparency Act (FFATA) and its associated regulations, obtain a Data Universal Numbering System (DUNS) number, and must register with the System of Award Management (unless exempted under 2 C.F.R. 25.100) in order to receive funds provided through this Subaward.

Procurement and Sole Source Justification

63. The Subrecipient agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be conducted pursuant to 2 C.F.R. 200.317-.326, all other applicable federal and state requirements, and in manner providing full and open competition.

Adherence to the standards contained in the applicable federal and state laws and regulations does not relieve the Subrecipient of the contractual responsibilities arising under its procurements. The Subrecipient is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of contracts entered in support of a grant.

64. All noncompetitive (e.g., sole source) procurements by grant and cooperative agreement recipients in excess of \$150,000.00, which is currently the Simplified Acquisition Threshold stated in the Federal Acquisition Regulations, must receive prior approval from the Department. (The simplified acquisition threshold is set by Federal Acquisition Regulation at 48 C.F.R. Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908, and is periodically adjusted for inflation).

In accordance with 2 C.F.R. §200.320(f), a noncompetitive procurement process may be used when a Subrecipient can document:

- A. The item or service is available only from a single source;
- B. A true public exigency or emergency exists; or
- C. After a competitive solicitation, competition is considered inadequate.

Note: If an entity is ineligible to be a direct recipient of a specific Federal award, it may not be awarded a sole source contract under that program.

Procurement of Recovered Materials

65. All Subrecipients must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Drug-Free Workplace Regulations

66. All Subrecipients must comply with the Drug-Free Workplace Act of 1988 (412 U.S.C. § 701 et seq.), which requires that all organizations receiving grants from any Federal agency agree to maintain a drug-free workplace. These regulations are codified at 2 C.F.R. 3001, which adopts the Government-wide implementation (2 CFR part 182) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 8101).

Duplication of Benefits

67. Any cost allocable to a particular Federal award provided for in 2 C.F.R. Part 200, Subpart E, Cost Principles, may not be charged to other Federal awards to overcome fund deficiencies, to avoid restrictions imposed by Federal statutes, regulations, or terms and conditions of the Federal awards, or for other reasons. However, this prohibition would not preclude the non-Federal entity from shifting costs that are allowable under two or more Federal awards in accordance with existing Federal statutes, regulations, or the terms and conditions of the Federal awards.

Equipment and Supplies

68. The Subrecipient agrees that all equipment and supplies purchased under the subaward will be tagged and properly inventoried to reflect use of Federal funds. The Subrecipient agrees to use, maintain, and dispose of equipment and supplies purchased or leased with subaward funds pursuant to federal requirements found at 2 C.F.R. § 200.313 and 2 C.F.R. § 200.314, respectively.

False Claims Act and Program Fraud Civil Remedies

69. All Subrecipients must comply with the requirements of 31 U.S.C. § 3729 which set forth that no recipient of federal payments shall submit a false claim for payment. See also 38 U.S.C. § 3801-3812 which details the administrative remedies for false claims and statements made. Subrecipient must also comply with the requirements of the New Jersey False Claims Act, N.J.S.A. 2A:32C-3.

Conflict of Interest

70. The Subrecipient must disclose in writing any potential conflict of interest to the Department in accordance with applicable DHS policy pursuant to 2 C.F.R. § 200.112. The Subrecipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

Relocation Assistance

71. The Subrecipient agrees to comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §4601 et seq., which provides for fair and equitable treatment of persons displaced as a result of federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.

Labor and Wage Requirements

72. The Subrecipient agrees to comply with the minimum wage and maximum hours provision of the Federal Fair Labor Standards Act, 29 U.S.C. § 201 et seq., and the New Jersey Prevailing Wage

Act, N.J.S.A. 34:11-56.25 et seq.

Environmental and Historic Preservation

73. The Subrecipient will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 U.S.C. §4321, and Executive Order No. (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. §1451 et seq. and the Coastal Barrier Resources Act, 16 U.S.C. §3501 et seq., which limits federal expenditures affecting the Coastal Barrier Resources System; (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. §7401 et seq.; (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 U.S.C. §300f et seq., as amended; and, (h) protection of endangered species under the Endangered Species Act of 1973, 16 U.S.C. §1531, as amended.
74. The Subrecipient agrees to comply, if applicable, with the flood insurance purchase requirements of Section 102 (1) of the Flood Disaster Protection Act of 1973, Pub. L. 93-234, 87 Stat. 975, approved December 31, 1976, §102 (a), 42 U.S.C. §4001 et seq., which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
75. DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
76. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.
77. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Reporting Matters Related to Recipient Integrity and Performance

78. If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal assistance exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, you must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated herein by reference.

Age Discrimination Act of 1975

79. All Subrecipients must comply with the requirements of the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving Federal financial assistance.

Americans with Disabilities Act of 1990

80. All Subrecipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12101–12213).

Title VI of the Civil Rights Act of 1964

81. All Subrecipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), codified at 6 C.F.R. Part 21 and 44 C.F.R. Part 7, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Civil Rights Act of 1968

82. All Subrecipients must comply with Title VIII of the Civil Rights Act of 1968, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, an sex (42 U.S.C. § 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see 24 C.F.R. § 100.201).

Limited English Proficiency (Civil Rights Act of 1964, Title VI)

83. All Subrecipients must comply with the Title VI of the Civil Rights Act of 1964 (Title VI) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. Providing meaningful access for persons with LEP may entail providing language assistance services, including oral interpretation and written translation. In order to facilitate compliance with Title VI, recipients are encouraged to consider the need for language services for LEP persons served or encountered in developing program budgets. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000), requires federal agencies to issue guidance to recipients, assisting such organizations and entities in understanding their language access obligations. DHS published the required recipient guidance in April 2011, DHS Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons, 76 Fed. Reg. 21755-21768, (April 18, 2011). The Guidance provides helpful information such as how a recipient can determine the extent of its obligation to provide language services; selecting language services; and elements of an effective plan on language assistance for LEP persons. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-accesspeople-limited> and additional resources on <http://www.lep.gov>.

Title IX of the Education Amendments of 1975 (Equal Opportunity in Education Act)

84. All Subrecipients must comply with the requirements of Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 et seq.), which provides that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving Federal financial assistance. These regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Rehabilitation Act of 1973

85. All Subrecipients of must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

Whistleblower Protection Act

86. All Subrecipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C. § 2409, 41 U.S.C. 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Lobbying Prohibitions

87. All Subrecipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under an award may be expended by the recipient to pay any person to influence, or attempt 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 any Federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.

Non-Supplanting Requirement

88. Subrecipients who receive awards made under programs that prohibit supplanting by law must ensure that Federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-Federal sources. Where federal statutes for a particular program prohibits supplanting, applicants or recipients may be required to demonstrate and document that a reduction in non-Federal resources occurred for reasons other than the receipt of expected receipt of Federal funds.

Trafficking Victims Protection Act of 2000

89. All Subrecipients of financial assistance will comply with the requirements of the government-wide award term which implements Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104), located at 2 C.F.R. Part 175. This is implemented in accordance with OMB Interim Final Guidance, Federal Register, Volume 72, No. 218, November 13, 2007.

In accordance with the statutory requirement, Section 106(g) of the TVPA, as amended, authorizes the Department to terminate this subaward, without penalty, if the Subrecipient:

- A. Engages in severe forms of trafficking persons during the period of time that the award is in effect;
- B. Procures a commercial sex act during the period of time that the award is in effect; or
- C. Uses forced labor in the performance of the award or subawards under the award.

The full text of the award term is provided at 2 C.F.R. § 175.15 and is incorporated here by

reference.

Internal Controls

90. The Subrecipient agrees to:

- A. Establish and maintain effective internal control over the Federal award that provides reasonable assurance that the award is managed in compliance with Federal statutes, regulations, and the terms and conditions of the Federal award. These internal controls should be in compliance with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States and the “Internal Control Integrated Framework”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);
- B. Comply with Federal statutes, regulations, and the terms and conditions of the awards;
- C. Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and
- D. Take reasonable measures to safeguard protected personally identifiable information and other information DHS or the Department designates as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state and local laws regarding privacy and obligations of confidentiality.

Specific Conditions

91. The Subrecipient agrees that the Department is authorized to impose additional specific award conditions, as needed, in accordance with 2 C.F.R. §200.207.

Vehicle Operation Requirements

92. Pursuant to Executive Order 13513, Subrecipients and their contractors are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or-rented vehicles or government-owned vehicles, or while driving personally-owned vehicles when on official Government business or when performing any work for or on behalf of the Government. These efforts may include conducting education, awareness, and other outreach for employees about the safety risks associated with texting while driving and should encourage voluntary compliance with the Subrecipient’s text messaging policy when off duty.

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FY23 EMPG Special Conditions

Acknowledgment of Federal Funding from DHS

93. All Subrecipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with Federal funds.

Publications

94. To assist in information sharing, the Subrecipient shall provide the Department with a copy of any publication (including those prepared for conferences and other presentations) 120 days prior to public release. Publications include any written, visual or sound material substantively based on the project, formally prepared by the award Subrecipient for dissemination to the public. Any publications - excluding press releases and newsletters -whether published at the Subrecipient's or Department's expense, shall contain the following statement: "This project was supported by Award No. FY23 EMPG-0801, awarded by the United States Department of Homeland Security, Federal Emergency Management Agency. The opinions, Endings, and conclusions or recommendations expressed in this publication/program/exhibition are those of the authors) and do not necessarily reflect those of the Department of Homeland Security." This statement shall appear on the first page of written publications. For audio and video publications, it shall be included immediately after the title of the publication in the audio or video file.
95. The Subrecipient shall transmit to the Department copies of all official award-related press releases at least ten (10) working days prior to public release.

Resolution Required

96. Subrecipients (with the exception of State Agencies) are required to submit a resolution authorizing the acceptance of the Federal share as well as any match, if applicable.

Quarterly Reports

97. The Subrecipient assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information, as the Department or DHS may require. Specifically, the Sub recipient must submit to the DSP, Grants Administration Bureau, financial reports including DCS, and process reports every three months and at the end of the sub award period. Funds will be distributed on a reimbursement basis as costs are incurred. Payments will be generated when both narrative and fiscal reports have been received by the Department. Failure to submit reports as required may result in forfeiture of funds for the reporting period in question. Reporting period and due dates are as follows:

A.	Sept 1 – November 30	Due December 10
B.	December 1 – February 28	Due March 10
C.	March 1 – May 31	Due June 10
D.	June 1 – August 31	Due Sept 10

Activities Conducted Abroad

98. All Subrecipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Best Practices for Collection and Use of Personally Identifiable Information (PII)

99. DHS defines personally identifiable information (PII) as any information that permits the identity

of an individual to be directly or indirectly inferred, including any information that is linked or likable to that individual. All Subrecipients who collect PII are required to have a publicly-available privacy policy that describes standards on the usage and maintenance of PII they collect. Subrecipients may also find as a useful resource the DHS Privacy Impact Assessments: http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_guidance_june2010.pdf and http://www.dhs.gov/xlibrary/assets/privacy/privacy_pia_template.pdf.

Copyright

- 100.** All Subrecipients must affix the applicable copyright notices of 17 U.S.C. § 401 or 402 and an acknowledgement of Government sponsorship (including award number) to any work first produced under Federal financial assistance awards.

Patents and Intellectual Property Rights

- 101.** Unless otherwise provided by law, Subrecipients are subject to the Bayh-Dole Act. Pub. L. No. 96-517, as amended, and codified in 35 U.S.C. § 200 et seq. All Subrecipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from financial assistance awards are in 37 C.F.R. Part 401 and the standard patent rights clause in 37 C.F.R. § 401.14.

Federal Debt Status

- 102.** All Subrecipients are required to be non-delinquent in their repayment of any Federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129 and form SF-424B, item number 17 for additional information and guidance.

Fly America Act of 1974

- 103.** All Subrecipients must comply with Preference for U.S. Flag Air Carriers: (air carriers holding certificates under 49 U.S.C. § 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

Hotel and Motel Fire Safety Act of 1990

- 104.** In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225(a), all Subrecipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225.

USA Patriot Act of 2001

- 105.** Subrecipient must comply with the requirements of the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175-175c. Among other things, the USA PATRIOT Act prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose.

Use of DHS Seal, Logo, and Flags

- 106.** All Subrecipients must obtain DHS's approval prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard

seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials. DHS Specific Acknowledgments and Assurances.

- 107.** All Subrecipients must acknowledge and agree—and require any sub-recipients, contractors, successors, transferees, and assignees acknowledge and agree—to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
- A. Subrecipients must cooperate with any compliance review or compliance investigations conducted by DHS.
 - B. Subrecipients must give DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 - C. Subrecipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 - D. Subrecipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 - E. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years, not every time an award is made. After the initial submission for the first award under which this term applies, recipients are only required to submit updates every two years, not every time a grant is awarded. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhscivil-rights-evaluation-tool>.

The United States has the right to seek judicial enforcement of these obligations.

Incorporation by Reference of Funding Opportunity Announcement

- 108.** All of the instructions, guidance, limitations, and other conditions set forth in the Federal and State Notice of Funding Opportunities (NOFO) for this program are incorporated herein by reference. All Subrecipients must comply with any such requirement set forth in the program NOFOs.
- 109.** The Subrecipient agrees that this award supports the work described in the recipient's proposal, which is incorporated into this award by reference. Where the terms of award and proposal differ, the terms of the award shall prevail.

Acceptance of Post Award Changes

- 110.** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.

SAFECOM

- 111.** Subrecipients who receive awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency

Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Energy Policy and Conservation Act

112. All Subrecipients must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issues in compliance with this Act.

Terrorist Financing

113. All Subrecipients must comply with U.S. Executive Order 13224 and U.S. law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of recipients to ensure compliance with the E.O. and laws.

National Environmental Policy Act

114. All Subrecipients must comply with the requirements of the National Environmental Policy Act (NEPA) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which requires Subrecipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

Nondiscrimination in Matter Pertaining to Faith-Based Organizations

115. All Subrecipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.

Acceptance of Post Award Changes

116. In the event FEMA or the Department determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, Subrecipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Subrecipient acceptance of the changes to the award.

Prior Approval for Modification of Approved Budget

117. Before making any change to the Department approved budget for this award, the Subrecipient must request prior written approval from the Department where required by 2 C.F.R. Section 200.308. For award with an approved budget greater than \$250,000, the Subrecipient may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from the Department where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget the Department last approved. The Subrecipient must report any deviations from its the Department approved budget in the first Federal Financial Report (SF-425) the Subrecipient submits following any budget deviation, regardless of whether the budget deviation require prior written approval.

Disposition of Equipment

118. When original or replacement equipment acquired under this award by the Subrecipient is no longer needed for the original project or program or for other activities currently or previously supported by the Department, the Subrecipient must request instructions from the Department to make proper disposition of the equipment pursuant to 2 C.F.R. Section 200.313.

John S. McCain National Defense Authorization Act of Fiscal Year 2019

- 119.** All subrecipients, and their contractors and subcontractors, are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. sections 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute - as it applies to DHS recipients, subrecipients, and their contractors and subcontractors - prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons.

Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

- 120.** All subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act Sections 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. *See also* Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States--this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

DHS Standard Terms and Conditions Generally

- 121.** The Fiscal Year (FY) 2023 DHS Standard Terms and Conditions apply to all new federal financial assistance awards funded in FY 2023. These terms and conditions flow down to subrecipients unless an award term or condition specifically indicates otherwise. The United States has the right to seek judicial enforcement of these obligations. All legislation and digital resources are referenced with no digital links. The FY 2023 DHS Standard Terms and Conditions will be housed on dhs.gov at www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.

Disposition of Equipment Acquired Under the Federal

- 122.** State subrecipients must follow the disposition requirements in accordance with state laws and procedures.

CERTIFICATION

I certify that the programs proposed in my application meet all the requirements of the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, FY23EMPG Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that I will comply with the provisions of the federal grant program, these conditions, and all other applicable federal and state laws, regulations, and guidelines.

Borough of Clayton

Subrecipient



Signature of Authorized Official

Thomas Bianco

Printed Name of Authorized Official

FY23-EMPG-EMAA- 0801

Subaward #

Mayor

Title

1/11/24

Date