

CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number _____

Meeting Type: Regular

Meeting Date: 9/24/2015

Action Requested By:
Planning

Agenda Item Type
Resolution

Subject Matter:

Resolution authorizing the Mayor to enter into an agreement with the Department of Defense Office of Economic Adjustment for grant funding to hire a consultant to prepare a Joint Land Use Study for areas surrounding Redstone Arsenal

Exact Wording for the Agenda:

Resolution to enter into an agreement with the Department of Defense Office of Economic Adjustment to receive grant funding to hire a consultant to prepare a Joint Land Use Study for areas surrounding Redstone Arsenal

Note: If amendment, please state title and number of the original

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what Council action will provide, allow and accomplish and; any other information that might be helpful.

This resolution authorizes the Mayor to enter into an agreement with the Office of Economic Adjustment in order to receive the Joint Land Use Study grant for Redstone Arsenal. This study will help adjacent communities avoid the placement of incompatible uses surrounding Redstone Arsenal. The City of Huntsville will serve as the project sponsor.

Associated Cost:

Budgeted Item: Not applicable

MAYOR RECOMMENDS OR CONCURS: Select...

Department Head: Miranda Jones

Date: 9/16/15

ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: Planning Council Meeting Date: 9/24/2015

Department Contact: Michelle G. Jordan Phone # 256-427-5411

Contract or Agreement: Agreement

Document Name: Agreement Between the City of Huntsville, Alabama and the Office of Economic Adjus...

City Obligation Amount:

Total Project Budget:

Uncommitted Account Balance:

Account Number:

Procurement Agreements

<u>Not Applicable</u>	<u>Not Applicable</u>
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Grant-Funded Agreements

Federal Other	Grant Name: <u>Redstone Arsenal Joint Land Use Study Grant</u>
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Department	Signature	Date
1) Originating	<i>Michelle G. Jordan</i>	9/16/15
2) Legal	<i>Mary C. Cates</i>	9/17/15
3) Finance	<i>[Signature]</i>	9/21/15
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)	<i>[Signature]</i>	9/21/15
b. Clerk-Treasurer (Original & 2 copies)		

RESOLUTION NO. 15-_____

WHEREAS, the Office of Economic Adjustment (OEA) assists communities impacted by the Department of Defense; and,

WHEREAS, the OEA assists communities with technical and financial assistance to plan and develop Joint Land Use Studies (JLUS) to manage and mitigate land uses adjacent to military installations; and,

WHEREAS, the City of Huntsville has been awarded a Joint Land Use Study grant to evaluate land uses adjacent to Redstone Arsenal, and,

WHEREAS, the City of Huntsville will serve as the project sponsor for this Joint Land Use Study grant.

BE IT RESOLVED by the City Council of the Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement with the Office of Economic Adjustment Department of Defense, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Office of Economic Adjustment Department of Defense Grant Agreement for Redstone Arsenal (JLUS)", consisting of twelve (12) pages, and the date of September 24, 2015, appearing on the margin of the first page, together with the signature of the President or President Pro tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk-Treasurer of the City of Huntsville, Alabama.

ADOPTED this the 24th day of September, 2015.

President of the City Council of the
City of Huntsville, Alabama

APPROVED this the 24th day of September, 2015.

Mayor of the City of Huntsville,
Alabama

**OFFICE OF ECONOMIC ADJUSTMENT
DEPARTMENT OF DEFENSE**

**GRANT AGREEMENT
FOR
REDSTONE ARSENAL (JLUS)**

I. NOTICE OF AWARD

This Agreement is between the City of Huntsville, Alabama, the Grantee, and Department of Defense, through the Office of Economic Adjustment (OEA), the Grantor. The Grantee will undertake community economic adjustment activities as described in the Application for Federal Assistance, dated August 31, 2015, at the estimated cost of \$508,015, consisting of \$450,000 from the Grantor and \$58,015 from non-Grantor sources. By signing this agreement, the authorized organizational representative assures that the recipient will carry out the project/program described in its application and will comply with the terms and conditions and other requirements as specified below, of this award. The application for assistance, and the following terms and conditions and other requirements are incorporated in this award by reference with the same force and effect as if they were given in full text.

II. GRANTEE INFORMATION

- A. Grantee Name: Huntsville, City of
- B. Grantee Address: P.O. Box 308, Huntsville, Alabama 35804-0308
- C. Grantee DUNS Number: 112481325

III. GRANT AWARD DATA

- A. Project Title: Redstone Arsenal (JLUS)
- B. Federal Award Identification Number (FAIN): HQ00051510068
- C. OEA Award Number: EN1509-15-01
- D. Project Period: October 1, 2015 through April 30, 2017
- E. Statutory authority for Grant: 10 U.S. Code § 2391(b)(1)(D)
- F. This award is not for Research and Development, and is made under Catalog of Federal Domestic Assistance (CFDA) number 12.610, Community Economic Adjustment Assistance for Compatible Use and Joint Land Use Studies.

PRESIDENT OR PRESIDENT
PRO TEM OF THE CITY COUNCIL
OF HUNTSVILLE, ALABAMA

September 24, 2015

DATE

IV. COMPLIANCE BY THE GRANTEE

The Grantee's actions under this Grant shall comply with the terms and conditions of this agreement, and all applicable Federal, State, interstate and local laws and regulations. This award is governed by the guidance in 2 Code of Federal Regulations (CFR) Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," as modified and supplemented by the Department of Defense's (DoD) interim implementation found at 2 CFR Part 1103, "Interim Grants and Cooperative Agreements Implementation of Guidance in 2 CFR Part 200" (79 Federal Register 76047, December 19, 2014), all of which are incorporated herein by reference, and OEA's Terms and Conditions as stated in this award. All applicable Federal statutes and regulations are posted on OEA's website at www.oea.gov. OEA may suspend or terminate this Agreement in whole, or in part, if the Grantee materially fails to comply with any term or condition of this Agreement. The Grantee shall not incur new obligations for the terminated portions after receiving notice of the termination, and shall cancel as many outstanding obligations as possible. Additional enforcement remedies for non-compliance and termination provisions, in 2 CFR Part 200 apply to this award. The decision of the Grantor in interpreting the Terms and Conditions of this Agreement shall be final.

V. OEA GENERAL TERMS AND CONDITIONS

A. The scope of work contained in any solicitation and/or request for proposals must be reviewed and approved by OEA prior to issuance.

B. Personnel

- (1) The Grantor must approve or disapprove the selection of key personnel as identified in the application and/or this Agreement. Any new hires or changes in key personnel require prior written approval from the Grantor. Resumes, in sufficient detail to reveal the experience, education, and other general and specific qualifications for the position, must be submitted to the Grantor for its consent prior to approval of a candidate.
- (2) The Grantee agrees to comply with the requirements regarding support of salaries and wages in 2 CFR Part 200.430, "Compensation-personal services."

C. Prior Written Approval

The purpose and scope of this award is to undertake community economic adjustment activities as specified in the grant application. Any changes in the project/program described in the application to include those identified below require prior written approval from OEA in the form of an amendment request:

- (1) Changes in the specific activities described in the application.

- (2) Changes in key personnel as specified in the application and/or this agreement.
- (3) Changes in the scope of work contained in any solicitation and/or request for proposals.
- (4) Need for additional Federal funds or changes in the non-Federal match.
- (5) Budget reallocations that exceed 10 percent of the total budget among approved direct cost categories or are transferred to new budget line items.
- (6) Changes in indirect cost rates or recertification of expired indirect cost rates during the project period unless otherwise specified in this grant agreement.
- (7) Requests to purchase equipment (including software) with an estimated acquisition cost of more than \$5,000.
- (8) Requests to use Federal and/or non-Federal match funds for food and/or beverages in conjunction with meeting costs.

D. Grant Payments

- (1) A Standard Form (SF) 270, "Request for Advance or Reimbursement," shall be submitted when requesting funds. The first request for payment may be submitted electronically once you have signed the Grant Agreement.
- (2) All financial information on the SF 270 shall be shown as: Column (a)--Salaries and Benefits; Column (b)--Operating Expenses; Column (c)--Contracts.
- (3) Grant payments will be made by electronic funds transfer.
- (4) Grant funds for contractual services will be disbursed on a reimbursement basis only. Advances of up to 30 days may be requested for operational support. When Grant payments are cash advances, the amount requested will be limited to that actually required.
- (5) Grantee's payments to contractors/consultants shall be contingent upon the Grantee's acceptance of deliverables.
- (6) Requests for Federal funds (SF 270's) for final payment of consultant/contractor deliverables should be submitted to the Grantor after Grantee's acceptance of the deliverables.

E. Advance Payments

- (1) Any Grant funds advanced or paid and not needed for approved grant purposes shall be reported immediately to the Grantor. Grantees are to submit

payments, including refunds or reimbursements, directly to the Grantor's Fiscal Agent, the Defense Finance and Accounting Service (DFAS) Cleveland through one of the following methods:

(a) Via ACH with the following information:

Bank Name: Credit Gateway

RTN: 051036706

A/C: 220031

(b) Via Wire with the following information:

Bank Name: US Treasury

City: New York, NY

Country: USA

RTN: 021030004

Swift: FRNYUS33FX1

Account Name: DFAS-Cleveland

Account Number: 00008522

(2) The Grantor will not accept any paper checks or returned funds directly.

F. Grantee Contributions

Contributions to this project by non-Grantor sources are expected to be paid out at the same general rate as Grant funds.

G. Separate Bank/Fund Accounts

- (1) The Grantee is not required to establish a separate bank account but may do so. The Grantee, however, must maintain accounting records to adequately identify the source and application of Grant funds. Other considerations, such as Federal Deposit Insurance Corporation coverage, shall be in accordance with the provisions of 2 CFR Part 200.
- (2) Interest earned on Grant funds shall be reported to the Grantor and used to reduce the Federal share of this Grant. The Grantee may retain interest on any Grant funds not to exceed \$500 per year for administrative expenses. Any additional interest earned on Federal advance payments deposited in interest-bearing accounts must be remitted annually to the Department of Health and Human Services Payment Management System (PMS) through an electronic medium using either Automated Clearing House (ACH) network or a Fedwire Funds Service payment. Remittances must include pertinent information of the payee and nature of payment in the memo area (often referred to as "addenda records" by financial institutions) as that will assist in the timely posting of interest earned on Federal funds. Pertinent details include the Payee Account Number (PAN) if the payment originated from PMS, or Agency information if the payment originated from ASAP, NSF, or another

Federal Agency payment system. The remittance must be submitted as follows:

- (a) For ACH Returns:
Routing Number: 051036706
Account number: 303000
Bank Name and Location: Credit Gateway—ACH Receiver
St. Paul, MN

- (b) For Fedwire Returns*:
Routing Number: 021030004
Account number: 75010501
Bank Name and Location: Federal Reserve Bank Treas
NYC/Funds Transfer Division New York, NY
(*Please note organization initiating payment is likely to incur
a charge from your financial institution for this type of
payment)

H. Reimbursement for Travel

Reimbursement for travel (transportation, food, and lodging) in the performance of Grant activities shall be consistent with those normally allowed in like circumstances in the non-Federally sponsored activities of the Grantee. Grantees may follow their own established rate but any travel allowance policies in excess of Federal limits must receive prior approval from the Grantor.

I. Use of Consultants/Contractors

- (1) Procurement of consultant or contractor services shall be in accordance with all standards and procedures set forth in 2 CFR Part 200. The following terms are intended merely to highlight some of these standards and are, therefore, not inclusive.
- (2) All procurement transactions, regardless of whether negotiated or advertised and without regard to dollar value, shall be conducted in a manner that provides maximum open and free competition.
- (3) Formal advertising, with adequate purchase description, sealed bids, and public openings, shall not be required for small purchase procurements that are less than the simplified acquisition threshold, currently set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 in accordance with 41 U.S.C. 1908 as \$150,000 unless otherwise required by State or local law or regulation. If small purchase procedures are used, price or rate quotations shall be obtained. Micro-purchases of supplies or services, the aggregate amount of which does not exceed the micro-purchase threshold currently set by the Federal Acquisition Regulation at \$3,000 may be used in order to expedite the completion of lowest-dollar small purchase transactions.

- (4) The Grantee shall maintain a code or standards of conduct which shall govern the performance of its officers, employees, or agents in contracting with and expending Federal Grant funds. Grantee's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from a contractor or potential contractors. To the extent permissible by State or local law, rules, or regulations, such standards shall provide for penalties, sanctions, or other disciplinary actions to be applied for violations of such standards by the Grantee's officers, employees, or agents, or by contractors.
- (5) The Grantee shall ensure that every consultant and every contractor it employs under the Grant complies with the terms of this Agreement as though the consultant or contractor were a party to this Agreement.
- (6) The Grantee is the responsible authority, without recourse to the Grantor, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of the Grant.

J. Contractor Deliverables

- (1) A disclaimer statement will appear on the title page of any study prepared under this Grant. It will read:

“This study was prepared under contract with the City of Huntsville, Alabama, with financial support from the Office of Economic Adjustment, Department of Defense. The content reflects the views of the City of Huntsville and does not necessarily reflect the views of the Office of Economic Adjustment.”

- (2) The contractor identification will appear on the title page of the study funded by this grant.
- (3) Any final study shall be submitted electronically. The document will be dated the month and year that it is submitted to the Grantor.

K. Post-Award Monitoring

(1) Grantee Reporting

- (a) The Grantee shall provide interim performance reports and a final performance report. The performance reports will contain information on the following:
 - (i) A comparison of actual accomplishments to the objectives established for the period.
 - (ii) The reasons for slippage if established objectives were not met.

- (iii) Additional pertinent information when appropriate.
 - (iv) An accounting, by the budget line items approved for this project, of expenses incurred during the reporting period, including the amount of Grant funds on hand at the beginning and end, and non-Grantor share of contributions over the term.
 - (v) The final performance report must contain a summary of activities for the entire Grant period. All required deliverables should be submitted with the final performance report.
- (b) An interim and a final SF 425, "Federal Financial Report," are required for this Grant. The final SF 425 covering the entire period of this Grant, shall be submitted to the Grantor within 90 days after the end date of the Grant. Any grant funds actually advanced and not needed for Grant purposes shall be reported immediately to the Grantor and returned to the Grantor's Fiscal Agent in accordance with the guidance provided in Section V.E. of this Agreement.
- (c) The enclosed "Schedule of Reports" provides reporting periods and dates due for this award.
- (2) The Grantor reserves the right to conduct on-site reviews and/or off-site desk reviews to confirm compliance with programmatic and administrative terms and conditions.

L. Activities Prohibited

- (1) Duplication of Work: The purpose and scope of work for which this Agreement is made shall not duplicate programs for which moneys have been received, are committed, or are applied for from other sources, public or private. Upon request of the Grantor, the Grantee shall submit full information about related programs that will be initiated within the Grant period.
- (2) Other Funding Sources: Grantor's funds budgeted or granted for this program shall not be used to replace any financial support previously provided or assured from any other source.
- (3) Funds for Attorney/Consultant Fees: The Grantee hereby agrees that no funds made available from this Grant shall be used, directly or indirectly, for paying attorneys' or consultants' fees in connection with securing grants or other services provided by the Grantor, for example, preparing the application for this assistance. However, attorneys' and consultants' fees incurred for meeting this Agreement's requirements may be eligible project costs and may be paid out of funds made available from this Agreement provided such costs are otherwise eligible.

- (4) The Grantee is prohibited from using funds provided from this Grant or personnel employed in the administration of this program for political activities, sectarian or religious activities, lobbying, political patronage, or nepotism activities.
- (5) Grant funds may not be used for marketing or entertainment expenses.
- (6) Grant funds may not be used for capital assets, such as the purchase of vehicles, improvements and renovation of space, and repair and maintenance of privately owned vehicles.

M. Audits

- (1) The Grantee agrees to comply with audit requirements as specified in 2 CFR Part 200.
- (2) The Grantee shall ensure audits are properly performed, and furnish the required data collection forms and audit reporting packages to the Federal Audit Clearinghouse (FAC). The Grantee shall upload audit reports into the FAC through the Internet Data Entry System (IDES) at <https://harvester.census.gov/fac/collect/ddeindex.html#>.
- (3) The Grantee shall provide any audit with findings related to this award, with copies of the reporting package (including corrective action plans), management letters issued by an auditor, and audit working papers, to the Grantor.
- (4) The Grantor will seek to issue a management decision to the Grantee within six months of receipt of an audit report with findings, and the Grantee shall take timely and corrective action to comply with the management decision.
- (5) The Grantor reserves the right to conduct an independent follow-up audit.

N. Requirement to Post an Abstract

Pursuant to the requirements of Section 8123 of the Department of Defense Appropriations Act, 2015, the Grantee is hereby informed that the Office of Economic Adjustment is required to post a publicly releasable abstract statement that describes the project or program supported by this Grant, in terms that the public can understand, to a Department of Defense website. By signing this award agreement, the Grantee accepts this requirement and confirms OEA may publicly release and post an abstract obtained from the Grantee's grant application to a Department of Defense website.

VI. NATIONAL POLICY REQUIREMENTS

A. Debarment and Suspension

The Grantee agrees to comply with 2 CFR Parts 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” and 1125, “Department of Defense Nonprocurement Debarment and Suspension.” The Grantee also agrees to communicate the requirement to comply with Parts 180 and 1125 to entities and persons at the next lower tier with whom the recipient enters into transactions that are “covered transactions” under Parts 180 and 1125.

B. Drug-Free Workplace

The Grantee agrees to comply with Subpart B, “Requirements for Recipients Other Than Individuals,” of 32 CFR Part 26, “Governmentwide Requirements for Drug-Free Workplace (Financial Assistance).”

C. Hatch Act

The Grantee is advised that its employees may be subject to the Hatch Act (5 U.S.C. § 1501-1508). If doubt exists in particular cases, the Grantee should seek legal counsel.

D. Universal Identifier Requirements and Central Contractor Registration

The Grantee agrees to comply with the requirements of 2 CFR Part 25, as amended, “Universal Identifier and Central Contractor Registration.” The System for Award Management (SAM) has replaced the CCR system.

E. Trafficking Victims Protection Act of 2000

The Grantee agrees to comply with the requirements of 2 CFR Part 175, “Award Term for Trafficking in Persons.”

F. Reporting Sub-award and Executive Compensation Information

The Grantee agrees to comply with the requirements of 2 CFR Part 170, “Reporting Sub-award and Executive Compensation Information.”

G. Restrictions on Lobbying

The Grantee agrees to comply with the requirements of 31 U.S.C. § 1352, “Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions.” Appropriated funds cannot be used to pay any person to influence or attempt to influence employees of any agency or Congress.

- H. Links to the requirements referenced above as well as the full listing of all National Policy Requirements are provided on the OEA website at www.oea.gov.
- I. Prohibition on Using Funds under Grants and Cooperative Agreements with Entities that Require Certain Internal Confidentiality Agreements
- (1) The Grantee may not require its employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that fraud, waste, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
 - (2) The Grantee must notify its employees, contractors, or subrecipients that the prohibitions and restrictions of any internal confidentiality agreements inconsistent with paragraph I.(a) of this award provision are no longer in effect.
 - (3) The prohibition in paragraph I.(a) of this award provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information. If the Government determines that the Grantee is not in compliance with this award provision, it:
 - (a) Will prohibit the Grantee's use of funds under this award, in accordance with section 743 of Division E of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235) or any successor provision of law; and
 - (b) May pursue other remedies available for the Grantee's material failure to comply with award terms and conditions.

VII. PROJECT SPECIFIC TERMS AND CONDITIONS

A. BUDGET

The approved budget for this grant award is as follows:

APPROVED BUDGET			
OBJECT CLASS CATEGORY	FEDERAL	NON-FEDERAL	TOTAL PROJECT COSTS
Personnel	\$0	\$58,015	\$58,015
Fringe Benefits	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Contractual	\$450,000	\$0	\$450,000
Construction	\$0	\$0	\$0
Other	\$0	\$0	\$0
Total Direct Charges	\$450,000	\$58,015	\$508,015
Indirect Costs: ___% Base	\$0	\$0	\$0
Total Project Costs	\$450,000	\$58,015	\$508,015
Total Project Costs	88.6%	11.4%	100%
Program Income	\$0	\$0	\$0
Total	\$450,000	\$58,015	\$508,015

B. The Grantee assures that \$58,015 or 11.4 percent of the total project costs shall be contributed by non-Grantor sources.

C. The Grant period is from October 1, 2015, through April 30, 2017.

THE TERMS OF THIS GRANT ARE AGREED TO BY:

Patrick O'Brien

 Patrick J. O'Brien
 Director
 Office of Economic Adjustment

9/15/2015 1:23:31 PM

 DATE

 Thomas M. Battle
 Mayor
 City of Huntsville

 DATE

Schedule of Reports
For
Redstone Arsenal (JLUS)
FAIN: HQ00051510068

October 1, 2015 through April 30, 2017

<u>Interim Performance Reports</u>	<u>Due Date</u>
10/01/2015 through 03/31/2016	04/30/2016
04/01/2016 through 09/30/2016	10/31/2016
10/01/2016 through 04/30/2017	07/31/2017
 <u>Final Performance Report</u>	
10/01/2015 through 04/30/2017	07/31/2017
 <u>Interim Federal Financial Report (SF 425)</u>	
10/01/2015 through 09/30/2016	10/31/2016
 <u>Final Federal Financial Report (SF 425)</u>	
10/01/2015 through 04/30/2017	07/31/2017
 <u>Deliverables</u>	
	07/31/2017