

INTRODUCED: April 24, 2023

AN ORDINANCE No. 2023-126

To authorize the Chief Administrative Officer to accept funds in the amount of \$70,663.00 from the Virginia Department of Emergency Management, and to amend the Fiscal Year 2022-2023 General Fund Budget by increasing estimated revenues and the amount appropriated to the Department of Emergency Communications, Preparedness, and Response by \$70,663.00, for the purpose of providing the Department of Emergency Communications, Preparedness, and Response with reimbursement from the Federal Emergency Management Agency for eligible costs incurred as part of the City's response to the COVID-19 pandemic.

Patron – Mayor Stoney

Approved as to form and legality
by the City Attorney

PUBLIC HEARING: MAY 8 2023 AT 6 P.M.

THE CITY OF RICHMOND HEREBY ORDAINS:

§ 1. That the Chief Administrative Officer is authorized to accept funds in the amount of \$70,663.00 from the Virginia Department of Emergency Management for the purpose of providing the Department of Emergency Communications, Preparedness, and Response with reimbursement from the Federal Emergency Management Agency for eligible costs incurred as part of the City's response to the COVID-19 pandemic.

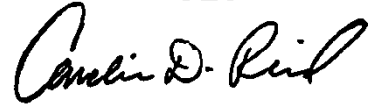
AYES: 9 NOES: 0 ABSTAIN: _____

ADOPTED: MAY 8 2023 REJECTED: _____ STRICKEN: _____

§ 2. That Ordinance No. 2022-055, adopted May 9, 2022, which adopted the General Fund Budget for the fiscal year commencing July 1, 2022, and ending June 30, 2023, and made appropriations thereto, is hereby amended by increasing estimated revenues from the funds accepted pursuant to section 1 of this ordinance and the amount appropriated by \$70,663.00, and appropriating funds in the total amount of \$70,663.00 to the Department of Emergency Communications, Preparedness, and Response, with cost center number 08703, for the purpose of providing reimbursement from the Federal Emergency Management Agency for eligible costs incurred as part of the City's response to the COVID-19 pandemic.

§ 3. This ordinance shall be in force and effect upon adoption.

**A TRUE COPY:
TESTE:**



City Clerk




City of Richmond


Intracity Correspondence


O&R REQUEST


DATE: March 24, 2023 **EDITION:** 1


TO: The Honorable Members of City Council


THROUGH: The Honorable Levar M. Stoney, Mayor 

THROUGH: Lincoln Saunders, Chief Administrative Officer 

THROUGH: Sabrina Joy-Hogg, DCAO Finance and Administration 

THROUGH: Sheila D. White, Director of Finance 

THROUGH: Jason May, Director of Budget & Strategic Planning 

THROUGH: Stephen Willoughby, Director, Department of Emergency Communications, Preparedness and Response, Emergency Management Coordinator 

FROM: Jonathan Fetterman, Senior Manager, Department of Emergency Communications, Preparedness and Response

RE: Budget Amendment - Acceptance of FEMA COVID-19 Reimbursement Funds

PURPOSE: To authorize the Chief Administrative Officer to accept funds in the amount of \$70,663.00 from the Federal Emergency Management Agency’s (FEMA) Public Assistance Program through the Virginia Department of Emergency Management (VDEM) for the reimbursement of expenditures associated with COVID Vaccination operations during the fiscal years commencing July 1, 2020 and ending June 30, 2022. To amend Ord. 2022-055 to appropriate the funds to the operating budget of the Department of Emergency Communications, Preparedness and Response.

REASON: The City has been approved for FEMA Public Assistance funds for reimbursement of costs related to the operation of vaccination sites as a part of COVID-19 response efforts in the City of Richmond, with no match required.

RECOMMENDATION: The City Administration recommends adoption of this Ordinance.

BACKGROUND: Under the President’s March 13, 2020, Coronavirus (COVID-19) emergency declaration and subsequent major disaster declarations for COVID-19, state, local, tribal, and territorial

(SLTT) government entities and certain private nonprofit (PNP) organizations became eligible to apply for assistance under the FEMA Public Assistance (PA) Program.

FISCAL IMPACT / COST: Total amount of reimbursement is \$70,663.00 (\$21,828.00 for meals provided to vaccination site workers and 48,835.00 for costs associated with rental of HVAC equipment) in reimbursement of expenditures associated with COVID vaccination sites.

FISCAL IMPLICATIONS: There are no known fiscal implications to this O&R Request as it proposes to accept reimbursement of costs incurred in past two fiscal year.

BUDGET AMENDMENT NECESSARY: Yes

REVENUE TO CITY: The City of Richmond will receive \$70,663.00 in reimbursement funds from the Federal Emergency Management Agency (FEMA).

DESIRED EFFECTIVE DATE: Upon adoption.

REQUESTED INTRODUCTION DATE: April 24, 2023

CITY COUNCIL PUBLIC HEARING DATE: May 8, 2023

REQUESTED AGENDA: Consent

RECOMMENDED COUNCIL COMMITTEE: Public Safety

CONSIDERATION BY OTHER GOVERNMENTAL ENTITIES: N/A

AFFECTED AGENCIES: The Departments of Finance, Budget and Strategic Planning,

RELATIONSHIP TO EXISTING ORD. OR RES.: Ord. 2022-055; COVID -19 Local Emergency Declaration – Resolution No: 2020-R025

REQUIRED CHANGES TO WORK PROGRAM(S): None

ATTACHMENTS:

- City of Richmond Resolution No. 2020-R025, COVID-19 Declaration of Local Emergency
- VDEM Public Assistance Award Letter
- VDEM Public Assistance Grant Agreement

STAFF: Jonathan Fetterman, Senior Manager, 646-1340, jonathan.fetterman@rva.gov



COMMONWEALTH OF VIRGINIA

Department of Emergency Management

9711 Farrar Court, Suite 200, North Chesterfield, Virginia 23236
TEL 804.267.7600 TDD 804.674.2417 FAX 804.272.2046

December 27, 2022

LEVAR STONEY
MAYOR
Richmond, City of
201 East Franklin Street
Richmond, VA, 23219

RE: Public Assistance Award Letter for COVID-19
CFDA #: 97.036
FIPS #: 760-67000-00
Award #: PA-03-VA-4512

Dear MR. LEVAR STONEY,

The Virginia Department of Emergency Management is pleased to notify you that the Federal Emergency Management Agency has awarded project worksheets (PWs) for **FEMA-DR-4512 - VA**. The funds have been obligated through the Public Assistance Grant Program, CFDA #97.036. Included in this award package is a Sub-recipient Grant Agreement that can be accessed through our grants management system, <https://vdem.emgrants.com/>.

Reimbursements will be processed upon receipt of the executed grant agreement, which must be uploaded and advanced to Step 4 in vdem.emgrants.com.

If you have any questions regarding this award, please contact Robbie Coates, grants manager for disaster programs, at robert.coates@vdem.virginia.gov

Sincerely,

A handwritten signature in blue ink that reads "Cheryl Adkins".

Cheryl Adkins, Governor's Authorized Representative



COMMONWEALTH OF VIRGINIA

Department of Emergency Management

9711 Farrar Court, Suite 200, North Chesterfield, Virginia 23236
TEL 804.267.7600 TDD 804.674.2417 FAX 804.272.2046

February 24, 2023

**Commonwealth of Virginia
Public Assistance Program
FEMA- 4512 -DR-VA
State Recipient/Sub-recipient Disaster Assistance
Agreement CFDA# 97.036**

Section 1 – Purpose

This Agreement is made on 2/24/2023 by and between the State/Recipient, the Virginia Department of Emergency Management, hereinafter “VDEM,” and Richmond, City of , hereinafter “Sub-recipient.” This Agreement shall apply to all assistance funds provided by or through VDEM to the Sub-recipient as a result of the disaster called COVID-19 from 1/20/2020 through , and pursuant to the disaster declaration made by the President of the United States numbered FEMA- 4512 - DR-VA.

Section 2 – General Statement of Terms and Conditions

This Agreement is subject to the general conditions that follow and any special conditions attached hereto. This award is also subject to all applicable rules, regulations, and conditions prescribed by the Federal Emergency Management Agency (FEMA) and the Commonwealth of Virginia.

Section 3 – Term of the Agreement and Effective Date

This Agreement between VDEM and the Sub-recipient shall be effective upon execution of the Agreement by both VDEM and Sub-recipient and is effective upon the date the fully executed Award Acceptance Agreement is received by VDEM.

Section 4 – Scope of the Agreement

This Agreement shall apply to all Public Assistance disaster funds provided through VDEM to the Sub-recipient as a result of the above referenced disaster.

Section 5 – Conflicts of Interest

1. The Sub-recipient must disclose, in a timely manner and in writing to FEMA and VDEM, any potential conflict of interest in the federal award cycle.
2. The Sub-recipient must disclose, in a timely manner and in writing to the FEMA and VDEM, all violations of federal criminal law involving fraud, bribery, or gratuity potentially affecting the federal award.

Section 6 – Failure to Comply

Failure to comply with the conditions and requirements set forth in this Agreement will result in the suspension of and/or recovery by VDEM of funding for projects under this sub-award under the above referenced disaster and may affect the Sub-recipient’s eligibility for future funding under the Public Assistance Program.

Section 7 – Accounting and Record Keeping

The Sub-recipient shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with generally accepted accounting standards and shall maintain all records and supporting documentation associated with the disaster in accordance with 2 CFR § 200.333. The Sub-recipient shall retain documentation supporting each claim for a period of not less than three years from the date of the final payment and; the Sub-recipient shall give state and federal agencies designated by the Governor’s Authorized Representative (GAR) or Alternate GAR access to and the right to examine all records and documents related to the use of disaster assistance funds.

Section 8 – Procurement

The Sub-recipient agrees to abide by its respective procurement rules, policies, and/or procedures as outlined in 2 CFR §§ 200.318–200.326. If there are no written rules, the Sub-recipient agrees to abide by the Commonwealth of Virginia’s procurement rules, policies, and/or procedures. A copy of the Sub-recipient procurement policy will be provided to VDEM upon request.

Section 9 – Audit

The Sub-recipient is aware that under the conditions of 2 CFR §§ 200.500–200.521, a non-federal entity that expends \$750,000 or more during the non-federal entity’s fiscal year in federal awards must have a single or program-specific audit conducted for that year.

Section 10 – Governing Laws, Regulations, and Statutes

The Sub-recipient hereby assures and certifies compliance with all applicable statutes, regulations, policies, guidelines, and requirements, including, but not limited to those listed in Appendix A.

Section 11 – General Conditions and Standard Assurances

The designated agent of the Sub-recipient certifies that:

1. The Sub-recipient’s designated agent has legal authority to apply for assistance on behalf of the Sub-recipient and is authorized to execute all required forms on behalf of the Sub-recipient.
2. The Sub-recipient shall provide all necessary financial and managerial resources to meet the terms and conditions of receiving federal and state disaster assistance.
3. The Sub-recipient certifies that all costs claimed under this application are for actual costs incurred by the Sub-recipient in the performance of authorized work as defined in the eligibility criteria established by the FEMA.
4. The total grant award from VDEM for

Richmond, City of

is \$70,663.00, provided through the FEMA Public Assistance Grant Program, FEMA-DR- 4512 -VA. FEMA shall provide funds for \$70,663.00 of the eligible costs, VDEM shall provide funds for \$0.00 of eligible costs, and the Sub-recipient agrees to provide cost share in the amount of \$0.00.

The state share is derived from the Commission on Local Government’s fiscal stress index (Code of Virginia §44-146.28) and will be disbursed upon authorization and appropriation of fund from the Virginia Department of Planning and Budget. Private non-profits will not receive a state share.

PW#	Version	Eligible Amount	Federal Share %	Federal Obligated Amount	State Share %	State Obligated Amount	Local Share %	Local Amount
206	0	\$21,828.00	100.00%	\$21,828.00	0.00%	\$0.00	0.00%	\$0.00
206	1	\$48,835.00	100.00%	\$48,835.00	0.00%	\$0.00	0.00%	\$0.00
Total:		\$70,663.00		\$70,663.00		\$0.00		\$0.00

5. The Sub-recipient is aware that limited funding may be made available for mitigation of future disaster damages, which requires cost-sharing on the basis of 75% federal and 25% non-federal contribution, and that the Sub-recipient may be required to provide the full non-federal share for such mitigation activities.
6. The Sub-recipient shall establish and maintain a proper accounting system to record expenditures of disaster assistance funds in accordance with federally accepted accounting standards or as directed by the GAR or Alternate GAR.
7. Sub-recipient shall not deviate from the Scope of Work as provided and described in the Project Worksheet(s), without first receiving written approval from the FEMA through VDEM.
8. The Sub-recipient shall begin and complete all items of work within the time limits established by the GAR or Alternate GAR.
 - a. Emergency Work (Categories A and B) shall be completed within six months from 4/02/2020 , the date of the Federal Disaster Declaration. **Period of Performance date is** .
 - b. Permanent Work (Categories C – G) shall be completed within 18 months from 4/02/2020 , the date of the Federal Disaster Declaration: **Period of Performance date is** .
 - c. Extensions may be granted, upon request, for those factors that are out of the span of control of the Sub-recipient. The Sub-recipient must write a letter to the GAR or Alternate GAR at VDEM, requesting an official extension and supplying valid documentation/reasoning as to why the project cannot be completed on time. This request must be submitted through the vdem.emgrants.com through the time extension request workflow. Authorization for an extension remains at the discretion of VDEM and/or FEMA and will be made in writing by VDEM or FEMA depending on the agency's respective extension authority.
9. Sub-recipient will submit to VDEM quarterly updates on all open projects. These updates will be due on April 15, July 15, October 15, and January 15 and must be submitted in vdem.emgrants.com through the quarterly reporting workflow.
10. The Sub-recipient shall, upon the request of VDEM, participate in initial, interim, and final site inspections with the State Public Assistance Officer or designee.
11. The Sub-recipient shall comply with all applicable codes and standards in completion of eligible repair or replacement of damaged public facilities.
12. The Sub-recipient shall comply with any requirement by FEMA to obtain and maintain any insurance coverage prior to receipt of funding. The Sub-recipient shall produce evidence and documentation of said insurance coverage. The Sub-recipient shall ensure that all applicable local, state, and federal permits have been obtained prior to starting any construction and that all projects are consistent with current codes and standards.
13. The Sub-recipient will engage VDEM and FEMA as soon as it identifies a change to the Statement of Work, in order to allow FEMA time to review changes for eligibility and environmental and historic preservation (EHP) compliance requirements prior to commencement of work. If the Sub-recipient begins work associated with a change before FEMA's review and approval, it will jeopardize public assistance funding.
14. The Sub-recipient shall comply with all federal and state statutes and regulations relating to non-discrimination

15. The Sub-recipient shall comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards.
16. The Sub-recipient agrees to establish internal personnel safeguards, which will prohibit employees from using their positions for a purpose that creates, or gives the appearance of creating, a desire for private gain for themselves or for others, particularly those persons who have a family, business, or other tie to the employee.
17. The Sub-recipient agrees to comply with provisions of the Drug-Free Workplace Act as set forth in Attachment B and incorporated herein.
18. The Sub-recipient agrees that it will not use any federal funds for lobbying and will disclose the use of non-federal funds for lobbying by filing any documentation and/or forms that are required by either the federal government or the Commonwealth as set forth in Attachment A and incorporated herein.
19. The Sub-recipient agrees to comply with the Assurances Non-Construction Programs requirements, which are incorporated herein.
20. The Sub-recipient certifies that the federal and state disaster assistance requested through the submission of this application does not and will not duplicate any financial assistance or cost reimbursement received for the same disaster cost or loss under any other program or from insurance or any other source.
21. The Sub-recipient shall not enter into cost plus percentage of cost contracts for completion of disaster restoration or repair work projects.
22. The Sub-recipient shall not enter into any contracts for which payment is contingent upon receipt of state or federal funds.
23. The Sub-recipient shall not enter into any contract with any party that is debarred or suspended from participating in federal assistance programs.
24. The Sub-recipient shall return to the state, within 30 days of such request by the GAR or Alternate GAR, any advance funds that are not supported by audit or other federal or state review of documentation maintained by the Sub-recipient. If the Sub-recipient fails to refund the monies, the Commonwealth reserves the right to offset the amount due against any existing or future sums of money owed to the Sub-recipient by any Commonwealth agency or department.

Section 12 - Amendment

This Agreement may be modified, amended, altered, or changed at any time by VDEM. All amendments will be made in writing to the Sub-recipient. Amendments may also be made by mutual consent between VDEM and Sub-recipient, if agreed to in writing and executed by both parties.

Section 13 – Termination of Agreement

Termination of this Agreement can occur as an effect of the following results:

1. Proper completion and closeout of this project;
2. Termination for Breach
 - a. In the event of breach by the Sub-recipient of this Agreement, VDEM shall provide written notice to the Sub-recipient specifying the manner in which the Agreement has been breached. If a notice of breach is given and the Sub-recipient has not substantially corrected the breach within 60 days of receipt of the written notice, VDEM shall have the right to terminate the Agreement. The Sub-recipient shall be paid for no service rendered or expense incurred after receipt of the notice of termination, except such fees and expenses incurred prior to the effective date of termination that are necessary for curtailment of its work under the Agreement.
3. Termination for Convenience or other termination as allowed or required by 44 CFR for projects which cannot be completed as described in the FEMA-approved grant project application and the Scope of Services – Attachment D, herein.
 - a. Communication of this decision and information related to the project termination will be provided to the Sub-recipient in coordination with FEMA through registered mail.

Article XIV – Entire Agreement

This Agreement represents the complete and final understanding of VDEM and the Sub-recipient. No other understanding, oral, or written, regarding the subject matter of this Agreement, may be deemed to exist or to bind the parties at the time of execution.

Signed for the Sub-recipient:

Authorized Agent Name and Title

Sub-recipient's Authorized Agent (Signature)

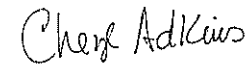
Date

Signed for the State/Recipient:

Virginia Department of Emergency Management

Cheryl Adkins, Chief Financial Officer

Typed Name and Title



Chief Financial Officer (Signature)

12/27/2022

Date

Attachment A
CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

This certification is required by the regulations implementing the New Restrictions on Lobbying, 44 CFR Part 18. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Authorized Agent

Date

ATTACHMENT B
Administrative Requirements and Guidance

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, and as implemented by 44 CFR §§ 13, 206.
- Flood insurance purchase requirements of the Flood Disaster Protection Act, 42 U.S.C. §§ 4001 *et seq.*, as amended.
- National Environmental Policy Act, 42 U.S.C. §§ 4321 *et seq.*, as amended, and its applicable Federal Regulations found at 44 CFR Part 10.
- Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, as amended.
- Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 *et seq.*, as amended.
- Endangered Species Act of 1973, 7 U.S.C. § 136, 16 U.S.C. §§ 1531 *et seq.*, as amended.
- National Historic Preservation Act, 16 U.S.C. § 469, 470 *et seq.*, as amended, and its applicable Federal Regulations found at 36 CFR § 800 and 44 CFR § 208.
- Executive Order 11593, Protection and Enhancement of the Cultural Environment
- Hatch Act, 5 U.S.C. § 7324 *et seq.*, as amended, which limits the political activities of public employees.
- 2 CFR § 200 (Uniform Guidance)