

Exhibit “A”



HE16-011
HPO Log# 16-0838
HPO-B2017-242

State of New Jersey

MAIL CODE 501-04B

DEPARTMENT OF ENVIRONMENTAL PROTECTION

NATURAL & HISTORIC RESOURCES

HISTORIC PRESERVATION OFFICE

P.O. Box 420

Trenton, NJ 08625-0420

TEL. (609) 984-0176 FAX (609) 984-0578

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

VIA OVERNIGHT MAIL

February 28, 2017

Robin Miller
Planning Board Secretary
Township of West Orange
66 Main Street
West Orange, NJ 07052

RE: Township of West Orange Grant Agreement

Dear Ms. Miller:

The Historic Preservation Office (HPO) has attached three (3) copies of the Grant Agreement for your architectural survey project in the Lower Gregory neighborhood. We have flagged the designated spaces for signatures by the Mayor and Chief Financial Officer. The Municipal Attorney may also sign, but that signature is optional. All signatures must be in blue ink.

An updated municipal resolution or a certification letter from the Clerk stating that the resolution submitted with your grant application is still in effect must also be submitted. A sample certification letter can be found on page 21 of the Grant Administration Manual.

Please return all three copies and the Clerk's certification letter to the HPO via overnight mail, or notify the HPO and we will pick up the agreements in person. Upon final execution, the HPO will provide the Township of West Orange with a copy of the fully executed agreement.

If you have any questions, please contact me at 609-984-0141. Thank you for your attention to this matter.

Very truly yours,

Jonathan Kinney
CLG Program Coordinator

Enclosures - 3 copies of Grant Agreement (HE16-011)

**GRANT AGREEMENT
BETWEEN
West Orange Township
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: HE16-011**

TABLE OF SECTIONS IN GENERAL TERMS AND CONDITIONS

- I. Grant Award Data and Signatures
- II. Compliance with Existing Laws and Policies
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- XIX. Access to Records
- XX. Record Retention
- XXI. Approvals and Authorizations
- XXII. Interest on Advance Payments and Disallowed Costs
- XXIII. Miscellaneous Provisions

TABLE OF ATTACHMENTS ATTACHED*

- | | | | |
|--------|--|---|--|
| A. | Additional Provisions and Special Modifications | ☒ yes | ☐ no |
| A-1. | Additional Federal Funded Agreement Provisions. | ☒ yes | ☐ no |
| A-1-A. | Certification of Lobbying and Disclosure of Lobbying Activities. | ☐ yes | ☒ no |
| A-2. | Federal Funding Accountability and Transparency Act (FFATA) - \$25,000 or greater . . | ☐ yes | ☒ no |
| A-3. | U.S. Environmental Protection Agency Funded Agreements | ☐ yes | ☒ no |
| A-4. | Community Development Block Grant (CDBG) Funded Projects | ☐ yes | ☒ no |
| A-4-A. | Non-Disclosure Agreement - CDBG Funded Projects | ☐ yes | ☒ no |
| B. | Approved Project Budget | ☒ yes | ☐ no |
| B-1. | Itemization and Justification of Budget. | ☐ yes | ☒ no |
| B-2. | Approved Advance Payment. | ☐ yes | ☒ no |
| C. | Expenditure Report | ☒ yes | ☐ no |
| D. | Scope of Services | ☒ yes | ☐ no |
| D-1. | Project Requirements. | ☒ yes | ☐ no |
| D-2. | Contractor's Proposal | ☐ yes | ☒ no |
| E. | ☒ Governing Body Resolution. . ☐ Corporate Resolution ☐ Certified Resolution . . . | ☒ yes | ☐ no |
| F. | Subcontractor Certification | ☒ yes | ☐ no |
| G. | Statement of Adequacy of Accounting System | ☒ yes | ☐ no |
| RB. | Reference Bibliography. | ☒ yes | ☐ no |

*Wherever this agreement form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative. "NA" or "---" (a dashed line) shall indicate that no information is to be entered on a particular blank line. No blanks may remain just prior to execution, except in the signature blocks on attachments C and F.

Federal Award Information**Federal Awarding Agency:**

Federal Award Name:

Federal Award Identification Number (FAIN):

Federal Award Date:

Total Amount of the Federal Award:

GENERAL TERMS AND CONDITIONS**I. Grant Award Data and Signatures**

Grantee's Name: (the "Grantee")	West Orange Township
Address:	66 Main Street West Orange, NJ 07052
Vendor ID #:	22-6002396
Financial Officer's - name:	John O. Gross
- Title: (the "Chief Financial Officer")	Chief Financial Officer

The State of New Jersey (The "State")**Department of Environmental Protection (the "Department" or the "DEP")**

Granting agency's - name: **Historic Preservation Office** (the Granting Agency")

- address: **Mail Code 501-04B, Historic Preservation Office,
NJDEP, P.O. Box 420, Trenton, NJ 08625-0420**

Source of Funds		AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
	State General Fund	\$ 15,000.00	17-100-042-4875-371	
	Federal			
	Grantee			
	Other (i.e. bond fund, tax fund etc.)			
		\$ 15,000.00	TOTAL APPROVED PROJECT AMOUNT	

Work Period: The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this grant commences on 10/1/2016 or the effective date, whichever is ☒ earlier ☐ later, and runs for a period of 12 months thereafter. Grant funds may be used only to satisfy obligations which arise during the work period.

PURPOSE AND AUTHORITY: Grant Project to be funded: **Intensive-Level Architectural Survey - Lower Gregory Neighborhood**

Statutory Authority for this Grant: **N.J.S.A. 13: 1D-9(r), 13:1B-15: 100et.seq., 13:1B-15.101(g)(h)(i), 13:1B-15.105, 13:1B-15.108, 13:1B-15.110**

Grant ☐ will ☒ will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Grant"), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment D, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section XXIII constitute the General Terms and Conditions portion of this agreement.

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

For the Grantee **


 (signature)

(signature)

John Kuehne

(print name)

, Deputy Attorney General

(print name), Attorney for Grantee

Date: 2/21/17

Date: _____

* A confidential and privileged memorandum pre-approving this agreement as to legal form ☐ has ☒ has not been provided to the Granting Agency by the Deputy Attorney General.

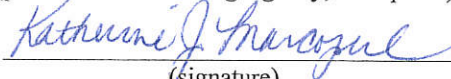
** Approval of this agreement by an attorney for Grantee is ☐ mandatory ☒ optional.

APPROVAL OF GRANTING AGENCY

Historic Preservation Office

(print name of Granting Agency; all capitals)

By:


 (signature)
Katherine J. Marcopul

(print name)

Adminstrator

(print title)

Date: 1/13/2017EXECUTION SIGNATURES

the signatures below, the Grantee and the State (the 'parties') execute this agreement and confirm that they are mutually bound by provisions contained in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED

West Orange Township

(print Grantee's name; all capitals)

By: _____
(signature)**Robert D. Parisi**

(Print name)

Mayor

(print title)

Date: _____

COUNTERSIGNED:

THE STATE OF NEW JERSEY

By: The DEP

By: _____
(signature)**Rich Boornazian**

(print name)

Assistant Commissioner

(print title; Commissioner or authorized delegate)

Date: _____



II. Compliance with Existing Laws and Policies

The Grantee, in order to induce the State to award the grant and enter into this agreement, agrees in the performance of this agreement to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Failure to comply with such laws, rules, regulations or policies shall be grounds for termination of this agreement. Such laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., if applicable, is by this reference incorporated as part of this agreement and the Grantee agrees to comply with it. The Grantee warrants that neither it nor any subcontractor it might employ to perform work in furtherance of this agreement is suspended, debarred or otherwise listed or is on record in the Office of the Commissioner or Department of Labor for failure to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act. The Grantee further warrants that it and any subcontractors it might employ to perform work in furtherance of this agreement shall comply with the New Jersey Prevailing Wage Act.
- B. The parties agree that, if applicable, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. are by this reference incorporated as part of this agreement and are binding upon them. The Grantee agrees and guarantees to afford equal opportunity in performance of this agreement in accordance with an affirmative action program approved by the State Treasurer. Further, if the cited laws and regulations apply to this agreement, the Grantee agrees as follows:
 1. The Grantee shall not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. The Grantee shall take affirmative action to ensure that such applicants are recruited and employed, that employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees, and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
 2. The Grantee shall, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation or sex;
 3. The Grantee shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency grant officer, advising the labor union or workers' representative of the Grantee's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 4. The Grantee shall include these same provisions in any subcontract for work in furtherance of this agreement.
- C. The act codified at N.J.S.A. 52:13D-12 et seq., the "New Jersey Conflicts of Interest Law", and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law, are by this reference incorporated as part of this agreement. The Grantee represents and affirms neither itself nor any of its employees, its subcontractors, its subcontractors' employees is engaged in any conduct which constitutes a conflict of interest under, or a violation of, either the New Jersey Conflicts of Interest Law or the Local Government Ethics Law.
- D. The Grantee represents and warrants:
 1. that no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15,
 2. that it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19,
 3. that it is, and will remain, in full compliance with N.J.S.A. 40A:11-1 et seq., the Local Public Contracts Law, if applicable,
 4. that it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations), if applicable, and
 5. that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- E. The Grantee shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.

- F. The Grantee shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- G. The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.
- H. The Grantee warrants that in performing its responsibilities under this agreement, it shall comply with all local, state, and federal laws, rules, and regulations applicable to this agreement and to the work to be done hereunder. Failure to comply will constitute a material breach of this agreement.
- I. New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.
- J. The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
 - 1. United States Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
 - 2. Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.)
<http://www.whitehouse.gov/omb/grants/chart.aspx>, and
 - 3. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

III. Insurance

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- C. Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than:
 - \$1,000,000 Bodily Injury, Each Occurrence
 - \$1,000,000 Disease Each Employee
 - \$1,000,000 Disease Aggregate Limit

IV. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive

examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

V. Assignments and Subcontracts

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

- A. As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment F, Subcontractor Certification.
- B. The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.
- C. The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

VI. Availability of Funds

- A. The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.
- B. The Department may encumber and commit to any agreement only those funds which have been appropriated and are available during the State fiscal year in which the agreement is executed. For any agreement which will be completed during that fiscal year, the State's grant amount will be fully encumbered and committed. However, for any agreement, the performance of which will span more than one State fiscal year, the Department may or may not be able to encumber and commit the full grant amount and the full funding of the agreement may depend upon subsequent fiscal year appropriations by the State Legislature.
- C. The parties understand that this agreement is fully or partly funded as designated in Section II of Attachment A, Additional Provisions and Special Modifications.

VII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

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

VIII. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements (2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law).

IX. Method of Payment

- A. Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.
1. If Attachment B-2, Approved Advance Payment, provides for a justification of an advance payment and if Section III of Attachment A, Additional Provisions and Special Modifications, so provides, an initial advance payment will be made to the Grantee upon receipt by the Department of a properly executed copy of this agreement, signed by an appropriate officer of the Grantee organization, together with a properly executed invoice form.
 2. Progress payments shall be made by the Department on a periodic basis as prescribed in Section III.B of Attachment A, Additional Provisions and Special Modifications. Such payments shall be issued only upon receipt of the required financial and narrative reports described in Section XIII of the General Terms and Conditions of this agreement, Financial and Performance Reporting. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated in Section III of Attachment A, Additional Provisions and Special Modifications.
 3. If Section III of Attachment A, Additional Provisions and Special Modifications, so provides, a portion of the grant will be withheld pending receipt of the required final reports described in Section XVII of the General Terms and Conditions of this agreement, Grant Closeout Procedures.
 4. The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.
 5. Grantee may not use any grant funds to satisfy any obligation which arose outside the work period.
- B. If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

X. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements indicated in Section IV of Attachment A, Additional Provisions and Special Modifications, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

XI. Project Income

Project income must be accounted for as indicated in Section V of Attachment A, Additional Provisions and Special Modifications. "Project income" means gross income earned by the Grantee from grant-supported activities. Such earnings include, but are not limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights. In all cases, interest earned on advances of grant funds shall be remitted to the Department, except for interest earned on advances to instrumentalities of a state as provided by the federal Intergovernmental Cooperation Act of 1968, P. L. 90-577.

XII. Financial Management System

The Grantee's Chief Financial Officer, as designated in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, shall be responsible for maintaining an adequate financial management system. The Chief Financial Officer shall notify the Department when the Grantee cannot comply with the requirements established in this Section XII, Financial Management System.

- A. Grantee financial management system shall provide for:
1. accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,

2. records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
 3. effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
 4. comparison of actual outlays with budgeted amounts for all major cost categories on Attachments B, Approved Project Budget; B-1, Itemization and Justification of Budget; D, Scope of Services; and D-2, Grantee's Proposal, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
 5. accounting records that are supported by source documentation,
 6. procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and
 7. procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.
- B. If required by Section VI of Attachment A, Additional Provisions and Special Modifications, the Department may require the submission of Attachment G, Statement of Adequacy of Accounting System.
- C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph B of this Section XII, Financial Management System, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

XIII. Financial and Performance Reporting

- A. Attachment B, Approved Project Budget, is the approved financial plan to carry out the purpose of this agreement. The budget shall be itemized to disclose specifically the agreement tasks and project activities to be funded.
- B. The Grantee shall submit interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures with the Approved Project Budget. These reports shall be submitted on a periodic basis as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, and must be certified by the Grantee's Chief Financial Officer.
- C. The Grantee shall submit performance reports on an interim basis as prescribed by the Department in Section VII of Attachment A, Additional Provisions and Special Modifications. Performance reports shall present the following information for each agreement task and shall include all available and relevant, quantitative data pertaining to production of project work units, completion of agreement tasks, and actual costs for each unit or task:
1. a comparison of actual accomplishments to the objectives established in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Grantee's Proposal, for the reporting period,
 2. reasons why established goals were not met or tasks were not completed as scheduled, and
 3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
- D. The Grantee shall submit a final report on its overall performance of this agreement, as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures for the entire project with the Approved Project Budget, certified by the Chief Financial Officer, and a final performance report.
- E. Extensions of reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement or any other agreement entered into between the Department and the Grantee and shall take action to suspend payments to the Grantee by other State agencies.
- G. If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

XIV. Monitoring Performance

- A. The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Grantee's Proposal.
- B. The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
 - 1. problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods, and
 - 2. favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.
- C. The Department may, at its discretion, make site visits to:
 - 1. review project accomplishments and management control systems,
 - 2. audit the financial records pertaining to this agreement, and
 - 3. provide such technical assistance as may be required.
- D. If the Grantee is not performing satisfactorily in the sole judgment of the Department, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

XV. Audit Requirements

- A. All agreements are subject to audit by the State. This agreement may be audited at the discretion of the State up to five (5) years after the date of last payment under this agreement or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.
- B. Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, 2 CFR Part 200, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a local government funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 15-08-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and 2 CFR Part 200. If the Grantee expends a total of \$750,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

Grantees that expend less than \$750,000 in federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, 2 CFR Part 200 and State policy.
- C. Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section XVI of the General Terms and Conditions of this agreement, Agreement Amendment; Section XVIII of the General Terms and Conditions of this agreement, Termination, Expiration, and Suspension; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- D. In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the State, subject to audits by the State at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit required in Section VIII of Attachment A, Additional Provisions and Special Modifications.
- E. Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

XVI. Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, unless the amendment being documented is of the type described in paragraph A, B, or C of this Section XVI, Agreement Amendment. If the amendment is of the type described in paragraph A, B, or C below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by authorized representatives of the parties will be required. As a nonrestrictive example only, if the Department requests, and the Grantee consents to, any amendment to the scope of the services to be performed by the Grantee, including any increase in the amount of the approved budget, such amendment must be memorialized by a completed amendment form, formally executed by authorized representatives of both parties.

- A. The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total grant amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total grant amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500.
 1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular cost objective.
 2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
 1. the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
 2. the Department notifies the Grantee at least thirty (30) days in advance of any reduction,
 3. after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
 4. the Department considers the Grantee's fixed costs when making any reduction.
- C. The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the expiration date as described in Section XVIII.A.2 of the General Terms and Conditions of this agreement, Termination, Expiration, and Suspension. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The Grant Officer shall decide whether to grant the extension. The amendment form documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Grant Officer may approve proposed substitutions to the personnel and/or subcontractors identified and approved for this agreement. The Grantee must submit a written request to the Department which includes:
 1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
 2. Vitae/credentials which demonstrates that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
 3. A declaration that the substitution will be provided at no additional cost to the State.

XVII. Closeout Procedures

The closeout of this agreement shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the steps enumerated below.

- A. The Grantee shall submit a final report as provided in Section VII of Attachment A, Additional Provisions and Special Modifications. The Department may permit extensions when requested in writing by the Grantee.
- B. The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Attachment B, Approved Project Budget.

- C. The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- D. In the event a final audit has not been performed prior to the closeout of this agreement, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.
- E. The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section VIII of the General Terms and Conditions of this agreement, Property Management Standards.
- F. The Grantee shall comply with any Federal audit or closeout procedures applicable to this agreement and/or identified by the Department as necessary to qualify for Federal reimbursement for any funds expended under this agreement.
- G. The Department retains the right to request any additional information necessary to close out this agreement and may retain any final grant payment until the closeout procedure is completed.

XVIII. Termination, Expiration, and Suspension

- A. The following definitions shall apply for the purposes of this Section XVIII, Termination, Expiration, and Suspension.
 - 1. Termination - The "termination" of this agreement means the cancellation of unsatisfied, contractual obligations prior to the completion of the agreement tasks by the Grantee. Work should stop unless the Grantee wants to continue at its own expense.
 - 2. Expiration Date - The "expiration date" of this agreement is the agreed upon date at which time the term of this agreement automatically ends absent a formal written amendment agreement executed by the parties. The expiration date of this agreement shall be the third anniversary of the date the work period would end as initially agreed upon in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.
 - 3. Suspension - The "suspension" of this agreement means a temporary cessation of State support or assistance pending corrective action by the Grantee or pending a decision to terminate the agreement by the Department. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required for good cause to stop by the Department.
- B. If the Grantee fails to comply with any term, condition, requirement, or provision of this agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this agreement within the time frames set for herein, the Department may upon notice to the Grantee suspend this agreement and withhold further payments, prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee, or decide to terminate this agreement in accordance with paragraph C of this Section XVIII, Termination, Expiration, and Suspension. The Department may, at its sole discretion, allow Grantee to incur additional costs that could not be reasonably avoided during the period of suspension provided that said costs meet the provisions of 2 CFR Part 200 appropriate federal common rule or any other applicable state or federal requirements.
- C. The Department may terminate this agreement, in whole or in part, upon thirty (30) days' notice, whenever it determines that the Grantee has failed to comply with any term, condition, requirement, or provision of this agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this agreement within the time frames set forth therein. The Department shall promptly notify the Grantee, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Department retains the right to recover any improper expenditures from the Grantee and the Grantee shall return to the Department any improper expenditures no later than thirty (30) days after the date of termination. The Department may, at its sole discretion, allow Grantee to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of 2 CFR Part 200, appropriate federal common rule or any other applicable state or federal requirements.
- D. The Department and the Grantee may terminate this agreement 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 date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.
- E. The closeout procedures described in Section XVII of the General Terms and Conditions of this agreement, Closeout Procedures, shall apply in all cases of termination of this agreement.

XIX. Access to Records

- A. The Grantee agrees to make available to the Department, any Federal agency whose funds are expended in the course of this agreement, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Grantee's operations.
- B. Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.
- D. The State reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

XX. Record Retention

- A. The Grantee shall retain financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to this agreement (a) for a period of five (5) years from the date of last payment under this agreement or the Department's record retention schedule, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below.
 - 1. If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
 - 2. Records for nonexpendable property acquired with Department funds shall be retained for five (5) years after its final disposition.
- B. The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

XXI. Approvals and Authorizations

- A. Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.
- B. If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution or authorization is received.
- C. If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- D. If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications.
- E. If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

XXII. Interest on Advance Payments and Disallowed Costs

- A. Advance Payments: The Grantee is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to \$100 per year may be retained by the Grantee for documented administrative expenses. If this agreement is federally funded, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this agreement is funded by the State, interest above \$100 per year may be retained by the Grantee for purposes of this agreement or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.
- B. Disallowed Costs: Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails timely to return the funds or appeals the disallowed costs, an interest charge as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications, shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. If the Grantee is successful on appeal, the accrued interest will be canceled.

XXIII. Miscellaneous Provisions

- A. Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.
- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be (1) the terms and conditions of this agreement; (2) any State Agency application form or specific correspondence describing the Project and/or soliciting a Grantee's proposal; and (3) the Grantee's proposal (d-2).

NOTE: The only exception to the above is that consistency with rules and regulations promulgated pursuant to the State Program's enabling legislation shall always have precedence in any conflict with the terms and conditions of the agreement.

- C. Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:
 - 1. The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.
 - 2. If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- D. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.
- E. Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- F. Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- G. Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- H. Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- I. Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.

- J. Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.
- K. Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.
- L. Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.
- M. Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown in Section I, Grant Award Data and Signatures, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.
- N. Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- O. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- P. Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.
- Q. Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure or otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section XVIII of this agreement.

**GRANT AGREEMENT
BETWEEN
West Orange Township
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: HE16-011**

ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

This Attachment A adds the terms, conditions, requirements, and provisions specified in Sections I through XI below, and makes the modifications specified in Section XII below, to the preceding General Terms and Conditions of the agreement between **West Orange Township** and the State of New Jersey, by and for the DEP.

I. Insurance (See Section III of the General Terms and Conditions of this agreement, Insurance.)

A. The Grantee maintains and must continue to maintain the required insurance coverages as follows:

1. comprehensive general liability

- ☒ insurance
☐ self-insurance
☐ not required

2. automobile liability

- ☒ insurance
☐ self-insurance
☐ not required

3. worker's compensation

- ☒ insurance
☐ self-insurance
☐ not required

4. employer's liability

- ☒ insurance
☐ self-insurance
☐ not required

B. Certificates of insurance or documentation of self-insurance

- ☐ are on file with the Department.
☐ will be forthcoming within 30 days after the effective date of this agreement.
☒ other (explain) On file with the Grantee

NOTE: No payment can be made until the Department has received acceptable documentation of these required coverages.

II. Availability of Funds (See Section VI of the General Terms and Conditions of this agreement, Availability of Funds.)

Based upon funds available to the Department in the State's fiscal year, the agreement (the sum of the State, the federal, and if through the State treasury, the other amounts, shown as components of the Total Project Amount in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures) is

- ☒ fully funded.
☐ partially funded in the amount of \$_____
☐ not applicable.

III. Method of Payment (See Section IX of the General Terms and Conditions of this agreement, Method of Payment.)

- A. Advance payment, if justified and itemized in Attachment B-2, Approved Advance Payment, is
☐ authorized for \$
☒ not applicable.
- B. Progress payments
☐ shall be made on a (e.g. mo./qtr./deliverable) basis for \$ per payment.
☐ shall be based on actual expenditures submitted on a (e.g. mo./qtr.) basis accompanied by receipts.
☒ shall be made on submission of deliverables in accordance with the project specifications and requirements.
☐ are not applicable.
- C. Final payment of (amount or description)
☒ shall be withheld pending receipt of all final reports.
☐ is not applicable.
☐ (other, specify)

NOTE: No payment can be made unless a proper state invoice is submitted with appropriate justification, receipts, etc. and unless any required expenditure and performance reports are submitted.

IV. Matching and Cost Sharing Requirements (See Section X of the General Terms and Conditions of this agreement, Matching and Cost Sharing Requirements.)

- ☐ The Grantee shall provide the matching or cost sharing amounts indicated in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, and described further in Attachment B, Approved Project Budget.
☒ Matching and cost sharing requirements do not apply.

V. Project Income (See Section XI of the General Terms and Conditions of this agreement, Project Income.)

- A. Royalties, if any, received as a result of copyrights or patents produced under this agreement shall be
☒ paid to the Department.
☐ retained by the Grantee.
☐ not applicable.
- B. Other project income, if any, as defined in Section XI of the General Terms and Conditions of this agreement, Project Income, shall be
☐ added to funds committed to the project by the Department and used to further eligible project objectives.
☐ deducted from the total project costs for the purpose of determining the net costs on which the Department shall base grant payments.
☒ paid to the Department.
☐ retained by the Grantee.
☐ not applicable.

VI. Certification of Adequacy of Accounting System (See Section XII of the General Terms and Conditions of this agreement, Financial Management System.)

- A. A statement attesting to the adequacy of the Grantee's accounting system in accordance with the standards set forth in Section XII of the General Terms and Conditions of this agreement, Financial Management System,
☐ must be completed, on Attachment G, Statement of Adequacy of Accounting System, by the Chief Financial Officer identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.
☒ is not required.
- B. Financial reports shall be prepared in a manner consistent with the Grantee's normal accounting records, which are kept on
☐ a cash basis.
☒ an accrual basis.
☐ modified accrual basis.
☐ (other, specify)

VII. Financial and Performance Reporting (See Section XIII of the General Terms and Conditions of this agreement, Financial and Performance Reporting.)

- A. All financial reports must be certified by the Chief Financial Officer.
- B. Interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, shall be submitted
☐ on a _____ (e.g. mo./qtr.) basis, no later than _____ days immediately following the end of the period.
☒ (other, specify) in accordance with the Attachment D, Schedule, but no later than the due date of the final expenditure report.
- C. Performance reports shall be submitted on a periodic (e.g. qtr./annual) basis. These reports should be submitted no later than _____ days after the end of each reporting period.
- D. A final expenditure report, including a completed copy of Attachment C, Expenditure Report, and a final performance report shall be submitted by the Grantee no later than 30 days after the Grantee's completion of all agreement tasks, the expiration date of this agreement, or the termination of this agreement, whichever first occurs.

VIII. Audit Requirements (See Section XV of the General Terms and Conditions of this agreement, Audit Requirements.)

- A. Under the federal Single Audit Act or the State Circular Letter 15-08-OMB,
☒ this agreement is subject to a single audit and will be audited as such on Grantee's fiscal year.
☐ this agreement is not subject to a single audit and shall be audited as indicated in paragraphs B and C below.
- B. If this agreement is not subject to a single audit under paragraph A above,
☐ the agreement shall otherwise be audited at the end of the work period.
☐ the agreement may otherwise be audited at the Department's discretion up to three years after the end of the work period.
- C. If this agreement is audited under paragraph B above, the audit shall be conducted by
☐ State auditors.
☐ Department internal auditors.
☐ a CPA firm appointed by Department.
☐ a CPA firm chosen by the Grantee.
☐ (other, specify)
- D. The Department's records show the Grantee's fiscal year ends on 12/31. The Grantee shall notify the Department immediately if this date is incorrect or is changed.
- E. Copies of all audit reports must be submitted to DEP, Office of Audit, PO Box 402, Trenton, NJ, 08625-0402 and to the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, not later than nine months after the close of the Grantee's fiscal year.

IX. Agreement Amendment (See Section XVI of the General Terms and Conditions of this agreement, Agreement Amendment.)

All budget revisions and modifications must be submitted, in writing, to (name) Jonathan Kinney, (title) Senior Historic Preservation Specialist or the successor to that position (the "Grant Officer").

X. Authorizations and Disclosures (See Section XXI of the General Terms and Conditions of this agreement, Approvals and Authorizations.)

- A. The Grantee is
☒ a local government agency.
☐ a New Jersey corporation.
☐ an out-of-state corporation.
☐ (other, specify).
- B. Appended hereto as Attachment E, Governing Body Resolution, Corporate Resolution or Certified Resolution, is
☒ a governing body resolution.
☐ a corporate resolution.
☐ a certified resolution.
☐ no resolution.

C. A Grantee's Stockholder Disclosure Statement is

- ☐ submitted herewith.
☒ not applicable.

D. A certificate of authority for Grantee to do business in New Jersey

- ☐ will be submitted.
☒ is not applicable.

NOTE: No payment can be made until the Department has received any documents required under this Section X, Authorizations and Disclosures.

XI. Interest (See Section XXII of the General Terms and Conditions of this agreement, Interest on Advance Payments and Disallowed Costs.)

A. Interest above \$100 per year on advance payment of State funds

- ☐ may be retained by the Grantee for documented purposes under this agreement.
☐ shall be remitted to the Department on a quarterly basis.
☒ will not exist because no advance payment is authorized.
☐ (other, explain)

NOTE: On federally funded grants, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government.

B. Interest on payments of disallowed costs not returned within 30 days of request shall accrue in favor of the State at the rate specified in the "Notice of Intent to Collect" document (ADM-182).

XII. Modifications to General Terms and Conditions

The General Terms and Conditions of this agreement are changed, supplemented, or deleted ("modified") as specified in this Section XII, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this agreement. If all modifications do not fit on this page, the numeral "4" in the phrase "of 4" in the header of each page of this Attachment A must be changed to equal the total number of pages in this Attachment A, and each new page must be identified and successively numbered in the same manner as the first five pages.

- ☐ This Section XII does not contain modifications to the General Terms and Conditions of this agreement.
☒ This Section XII does contain modifications to the General Terms and Conditions of this agreement. Attachment A comprises 9 pages.

• see attached modifications 19.5-9

Grant Identifier: HE16-011
West Orange Township, Intensive-Level Architectural Survey

XII. Modifications to General Terms and Conditions

- A. Special Availability of Funds: Notwithstanding anything to the contrary in Section VI of the General Terms and Conditions of this Agreement, Grantee may charge to the project only costs incurred during the period defined in the Attachment D, Schedule. Administrative and all project costs must be documented in accordance with the Procedural Guidelines for Recipients of Historic Preservation Survey and Planning Grants and Certified Local Government Grants (hereinafter referred to as the Guidelines) and must be in compliance with the budget contained in Attachment B.
- B. Special Method of Payment Conditions: Notwithstanding anything to the contrary in section IX of the General Terms and Conditions of this Contract the Grantee shall be entitled to reimbursement for eligible costs in accordance with the regulations policies and procedures of the National Park Service in the Department of the Interior, the Office of Management and Budget, the General Services Administration, and the Historic Preservation Office (HPO) in the New Jersey Department of Environmental Protection. The Grantee will pay all salaries and expenses and submit to the Department appropriate documentation as per the above mentioned Guidelines to substantiate and certify all costs incurred. The Grantee shall be entitled to reimbursement for up to one hundred percent (100%) of eligible and appropriately documented costs, however, compensation shall not exceed the authorized grant award. The Grantee must submit appropriate documentation for payment of expenses, in accordance with the budget outlined in Attachment B, not more than three (3) times during the period of the agreement.
- C. Special Limitations on Use of Funds: Grant funds must be used only for allowable costs as defined in the project budget contained in Attachment B, Administrative and Procedural Guidelines for Recipients of Historic Preservation Survey and Planning Grants and Certified Local Government Grants, and NPS-49.
- D. Final Disposition of Materials: Notwithstanding anything to the contrary in the General Terms and Conditions of this agreement, the Grantee shall, at the conclusion of the project, submit to the Department all work products and materials resulting from the project undertaken pursuant to this agreement. These work products shall include, but not be limited to, all photographic negatives and prints, completed survey forms, maps, and final reports. Except as otherwise provided by the General Terms and Conditions of this agreement, the Grantee is free to copyright any survey or planning materials developed in the course of this project. However, the State and Federal agencies reserve hereby a royalty-free non-exclusive and irrevocable right to reproduce, publish or otherwise use, and to authorize others to use, the work for public information and governmental purposes. This provision shall not be construed to allow any person performing services pursuant to the terms of this agreement to copyright materials resulting from the survey or planning work described herein except in the name and on behalf of the Grantee. Any publication including audio visual materials generated by the project shall acknowledge that information contained therein was made possible by a grant-in-aid from the U.S. Department of the Interior, National Park Service administered by the Historic Preservation Office, Department of Environmental Protection in accordance with Attachment D-1.
- E. Budget Revision and Modification: Notwithstanding anything to the contrary in Section XVI of the General Terms and Conditions and Attachment A, Section IX of this agreement, the Grantee shall request, in writing, the approval of the Administrator or Grant Officer designated in

Attachment A, Section IX when there is reason to believe a revision or modification will be necessary for the following reasons:

1. Changes in the scope, objective, financial assistance, program income, key personnel, timing of the project or obtaining the services of a third party to perform activities which are central to the purpose of the awards.
2. The need for additional funding or to extend the period of availability of funds.
3. Revisions to the approved budget categories exceeding ten percent (10%) required prior written approval from the Department. The Department reserves the right to reject any direct costs in excess of ten percent (10%) of the budget figures specified in Attachment B of this agreement which have not been approved thirty (30) days prior to the grant end date.

- F. Requirements As To Time: Notwithstanding anything to the contrary in Section XVIII of the General Terms and Conditions or any other parts of this agreement, time is of the essence with respect to the deadlines established within this agreement. Actions and conduct on the part of the Grantee contrary to the deadlines shall allow the Department to exercise its rights under termination and suspension therein, except that the notice requirement therein shall be reduced to ten (10) days rather than the thirty (30) days stated.

Therefore, if the Grantee fails to submit project initiating documentation which is acceptable to the Department or fails to begin or complete the project within the time periods specified in this agreement, or fails to meet interim payment and reporting schedules, then any such failure shall be considered good cause for termination of this agreement. In such event, all finished and unfinished documents, data, studies, and reports prepared by the Grantee under this agreement shall, at the option of the Department, become the Department's property and the Grantee shall be entitled to reimbursement in accordance with Section IX of the General Terms and Conditions of this agreement for any satisfactory work completed. Notwithstanding the above, the Grantee shall not be relieved of liability to the Department for damages sustained by the Department by virtue of any breach of the agreement. Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accordance with the legal rights and liabilities of the parties.

- G. Subcontractor Certification: Notwithstanding anything to the contrary in Section V of the General Terms and Conditions or in Attachment F of this agreement, the Grantee hereby agrees to include the Subcontractor Certification (Attachment F) as part of any contract executed with any and all subcontractors or consultants and submit the entire contract including signed Subcontractor Certification, and the support documentation outlined in Attachment D-1 to the HPO for review and written approval before proceeding in conformance with Section V of the General Terms and Conditions of this agreement.
- H. Lobbying With Appropriated Funds: Historic Preservation Fund grants must conform to provisions of 18 USC 1913: "No part of the money appropriated by an enactment of Congress, shall be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation: but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation of appropriations which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the

Congress, commonly referred to as "lobbying" are unallowable as charges to National Park Service assisted grants.

- I. **Discrimination:** The Grantee shall not discriminate against any employee engaged in the work required to produce the services covered by this agreement, or against any applicant for such employment because of age, race, creed, color, national origin, ancestry, sex, marital status or physical handicap and will take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their age, race, creed, color, national origin, ancestry, sex, marital status or physical handicap. This provision shall include but not be limited to, the following: employment upgrading, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation and the selection for training including apprenticeship. The Grantee shall insert a similar provision in all subcontracts. The parties to this agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, dealing with discrimination in employment on public contracts, and the Rules and Regulations promulgated pursuant thereto, are hereby made a part of this agreement and are binding upon them to negligence, fault, or default of the Grantee. The Grantee's liability under this Agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from any act occurring prior to termination. Grantee shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or nation or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 101-6106), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.O. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42U.S.C. 3601 et. seq.), as amended, relating to nondiscrimination in the sale, rental of financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- J. **Debarment and Suspension:** The Grantee shall comply with Executive Order 12549 as implemented in the United States Department of the Interior regulation, 43 CFR 12.100 through 12.510, Subpart-D-Government-wide Department and Suspension (Non-procurement). Organizations and individuals suspended or barred from doing business are listed in Lists of Parties Excluded from Federal Procurement or Non-procurement Programs. The Grantee shall complete the Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion, Lower Tier Covered Transactions, Attachment H. A telephone inquiry answering service is available General Service Administration's (GSA's) Office of Acquisition Policy for general questions about entries in List of Parties. The number to call either during or after normal business hours is (202) 786-0688.
- K. **MANDATORY AFFIRMATIVE ACTION LANGUAGE GOODS SERVICES AND PROFESSIONAL SERVICES CONTRACTS P.L. 1975, c. 127 (N.J.A.C. 17:27)**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital

status or sex. The Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to pose in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause;

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex;

The contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with the regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to attempt in good faith to schedule minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in area, including employment agencies, placement bureau, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

- L. Audit: The Grantee shall comply with 2 CFR Part 200. Further, the Grantee shall submit a Data Collection Form For Reporting On Audits Of States, Local Governments and Non-Profit Organizations (Form SF-SAC) and one (1) copy of the signed reporting package shall be submitted, where applicable, to the National Park Service within 30 days of the completed audit.

GRANT AGREEMENT
BETWEEN
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GRANT IDENTIFIER: HE16-011

ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS

I. Debarment and Suspension

The Grantee (Loan Recipient or Contractor) shall fully comply with Executive Order 12549 as implemented in federal regulation entitled *GOVERNMENTWIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)*, 2 CFR Part 180, Subpart C - *Responsibilities of Participants Regarding Transactions (Doing Business with Other Persons)* and the applicable Federal agency Common Rule regulations found in <http://www.whitehouse.gov/omb/grants/chart.aspx>. The Grantee (Loan Recipient or Contractor) is responsible for ensuring that any lower tier covered transaction as described in Subpart B of 2 CFR Part 180 and the applicable Federal agency Common Rule regulations, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. The Grantee (Loan Recipient or Contractor) is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. The Grantee (Loan Recipient or Contractor) acknowledges that failing to disclose the information as required at 2 CFR 180.355 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

The Grantee (Loan Recipient or Contractor) may access the Excluded Parties List System at <http://www.sam.gov>.

II. Restrictions on Lobbying

A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

- (1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay 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 any of the following covered Federal actions: 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) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Attachment A-1-A, page 1, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.
- (3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Attachment A-1-A, page 2, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.

Attachment A-1-A ☐ is ☒ is not required to be completed as part of this agreement

B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

III. Compliance with the Civil Rights Act of 1964

- A. The Grantee (Loan Recipient or Contractor) must comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and a variety of program-specific statutes with non-discrimination requirements.
- B. Other civil rights laws may impose additional requirements on the Grantee (Loan Recipient or Contractor) to which the Grantee (Loan Recipient or Contractor) must comply. These laws include, but are not limited to, Title VII of the Civil Rights Act of 1964 (prohibiting race, color, national origin, religion, and sex discrimination in employment), the Americans with Disabilities Act (prohibiting disability discrimination in employment and in services provided by State and local governments, businesses, and nonprofit agencies), and the Fair Housing Act (prohibiting race, color, national origin, age, family status, and disability discrimination in housing), as well as any other applicable civil rights laws.

IV. Trafficking Victim Protection Prohibition Statement

- A. To implement requirements of Section 106 of the Trafficking Victims Protection Act of 2000, as amended, and the requirements contained in federal regulation 2 CFR Part 175, *TRAFFICKING IN PERSONS*, the Department may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity fails to comply with these requirements. The Grantee (Loan Recipient or Contractor) must inform the Department immediately of any information received from any source alleging a violation of a prohibition in the Prohibition Statement below.
- B. The Grantee (Loan Recipient or Contractor) must include the requirements of the Prohibition Statement below in any subaward you make to a private entity.

Prohibition Statement - You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not engage in severe forms of trafficking in persons during the period of time that the award is in effect; procure a commercial sex act during the period of time that the award is in effect; or use forced labor in the performance of the award or subawards under the award.

V. National Environmental Policy Act (NEPA)

The Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until the required environmental review process, if applicable, is completed in compliance with the National Environmental Policy Act (NEPA), 42 United States Code 4321, et seq., its implementing regulations 40 CFR Part 1500-1508, and other applicable federal agency NEPA requirements. Further, the Grantee (Loan Recipient or Contractor) shall not begin any implementation work under this Agreement until compliance with the Endangered Species Act, 16 USC 1531, et seq., and the National Historic Preservation Act, 16 USC 470 et seq., if applicable, is completed.

VI. Eligible Workers

- A. The Grantee shall ensure that all employees of the Grantee and the Grantee's contractors funded under this agreement complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 USC 1324a). The Grantee and the Grantee's contractors shall comply with the regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental agreement under this agreement.
- B. The Grantee agrees to make these forms available in accordance with the access to records and record retention provisions of this agreement.

VII. Requirement for Data Universal Numbering System (DUNS) number

As a condition of this agreement, the Grantee (Loan Recipient or Contractor) must provide to the Department its Data Universal Numbering System (DUNS) number. A DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the internet (<http://fedgov.dnb.com/webform>). No Grantee (Loan Recipient or Contractor) may receive a subaward unless this number is provided below:

Grantee (Loan Recipient or Contractor) DUNS Number 060801172

VIII. Drug-Free Workplace Compliance

Grantee (Loan Recipient or Contractor) hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended and with 2 CFR Part 182 and Part 2429. Further, Grantee (Loan Recipient or Contractor) will endeavor to ensure that Contractors and any third parties providing services are in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 2 CFR Part 182 and Part 2429.

**GRANT AGREEMENT
BETWEEN
West Orange Township
(Name of Grantee)
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GRANT IDENTIFIER: HE16-011
APPROVED PROJECT BUDGET**

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs					
Salaries	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fringe Benefits	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
B. Consultants and Subcontractors	\$ 15,000.00		\$ 15,000.00	\$ 0.00	\$ 0.00
C. Other Costs Specify below					
▪ Legal Notices	\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
▪ Printing	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
D. Audit	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Subtotal Direct Costs	\$ 15,000.00	\$ 0.00	\$ 15,000.00	\$ 0.00	\$ 0.00
Less Program Income (enter as negative)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Direct Costs	\$ 15,000.00	\$ 0.00	\$ 15,000.00	\$ 0.00	\$ 0.00
Indirect Costs (indicate rate: 0.00%)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL PROJECT AMOUNT	\$ 15,000.00	\$ 0.00	\$ 15,000.00	\$ 0.00	\$ 0.00

TOTAL GRANT AMOUNT is ☒ the sum of "Federal" and "State" column totals \$ 15,000.00
☐ the sum of "Federal" "State" and "Other" column totals \$

The sums identified in the "Total Budget" column are itemized and justified in (check one or more as appropriate)

- ☒ Attachment D, Scope of Services, on page(s) all.
- ☐ Attachment D-2, Grantee's Proposal, on page(s) _____.
- ☐ Attachment B-1, Itemization and Justification of Budget, comprising 1 page(s).

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EXPENDITURE REPORT: For the period beginning _____ and ending _____

ACCOUNT DESCRIPTION	APPROVED PROJECT BUDGET	PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES	ACTUAL EXPENDITURES AS OF _____ (date)	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
A. Personnel Costs					
Salaries	\$ 0.00				
Fringe Benefits	\$ 0.00				
B. Consultants and Subcontractors	\$ 15,000.00				
C. Other Costs Specify below:					
▪ Legal Notices	\$ 0.00				
▪ Printing	\$ 0.00				
▪	\$ 0.00				
▪	\$ 0.00				
▪	\$ 0.00				
D. Audit	\$ 0.00				
Subtotal Direct Costs	\$ 15,000.00				
Less Program Income (enter as negative)	\$ 0.00				
Total Direct Costs	\$ 15,000.00				
Indirect Costs (indicate rate 0.00%)	\$ 0.00				
TOTAL PROJECT AMOUNT	\$ 15,000.00				

CERTIFICATION BY CHIEF FINANCIAL OFFICER

I certify that the above expenditures for the period are accurate as stated, that all procurements for which payment is required have been made in accordance with the standards contained in this agreement, and that each obligation for which an expenditure is listed arose during the work period.

Date: _____

Signature: _____
(Signature)

Name: _____
(print name)

Title:

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SCOPE OF SERVICES

The Scope of Services for this agreement comprises Attachment ~~D-2~~; Grantee's Proposal; any project requirements delineated in Attachment D-1, Project Requirements; and any modifications, amendments, and additions to the Grantee's proposal discussed in this Attachment D. In case of conflict among the provisions of Attachments D, D-1, and ~~D-2~~, the order of priority shall be: (1) Attachment D-1, (2) Attachment D, (3) ~~Attachment D-2~~. This Attachment D comprises 1 page(s), including this page.

The Grantee shall employ at a minimum the services of an Architectural Historian qualified in accordance with the National Park Service Professional Qualifications Standards, to produce an intensive-level architectural survey of approximately fifty-two (52) historic resources in the Lower Gregory residential neighborhood. Surveyed resources may be documented individually.

Information generated from this Intensive-level Architectural Survey will enable the Township of West Orange's Planning Board, Zoning Board of Adjustment, and Historic Preservation Commission to make informed land use decisions in accordance with the municipal Master Plan, local ordinances, and the Municipal Land Use Law. It will also assist the West Orange Historic Preservation Commission in making reasonable, consistent, and justifiable decisions.

The survey must be conducted in accordance with the New Jersey State Historic Preservation Office's Guidelines for Architectural Survey (Guidelines). The survey data will be gathered using a database application provided by the HPO, and mapping will be based on GIS data. The results of the survey shall be compiled in a report that presents intensive-level research, eligibility findings, and summarizes the overall survey effort.

The following products will be created as part of the survey effort:

I. Intensive-level Survey Documentation

The Township of West Orange shall conduct an Intensive-level Architectural Survey consisting of the following:

A. Survey Forms

1. Preparation of HPO-approved forms for approximately fifty-two (52) historic resources. All forms must be submitted via both electronic and hard copy. The electronic copy must be submitted as a Microsoft Access 2003 database as provided by the HPO. The hard copy inventory forms will be generated from the database.
2. Preparation of attachments and eligibility worksheets for those properties identified as potentially individually eligible.
3. Assessment of "key-contributing" (i.e. individually eligible), "contributing" and "non-contributing" status for all properties surveyed as part of historic district(s).

B. Photography

1. Survey photography shall include at least one digital color photograph of the entire principal elevation or view for every historic property in the intensive-level survey (this photograph will appear on the Base Survey Form for the subject property).
2. Additional photographs, which clearly contribute to an understanding of the property's significance, are strongly recommended. These photographs shall appear on continuation sheets following the survey form for the subject property.
3. Survey photographs shall be submitted as color digital images in JPEG format with a minimum pixel array of 1200 by 1800 (approximately 4" by 6" at 300dpi).

C. GIS Mapping

1. GIS mapping must be based on existing digital parcel maps, or an HPO approved alternate, such as Global Positioning System (GPS) data.
2. Digital submissions must include separate ArcView shapefiles in the data structure provided by the HPO:
 - a. Historic District boundaries (polygons). Where the Historic District boundary coincides with a municipal boundary, the Historic District boundary must overlay the municipal boundary exactly.
 - b. Property locations (points).
3. Geospatial metadata sufficient to satisfy the metadata reporting requirements of the NJ Department of Environmental Protection Mapping and Digital Data Standards (2013) available online at http://www.nj.gov/dep/gis/assets/NJDEP_GIS_Spatial_Data_Standards_2013.pdf.
4. All digital data shall be submitted on CD-ROM in the formats referenced above.
5. The GIS data shall serve as the basis for creating the 2"x3" location map for each surveyed property. The location map shall be saved as a digital image in JPEG format that will be included on the hard copy survey forms.

II. Intensive-level Survey Report

The Grantee shall prepare an intensive-level survey report in accordance with Section 3.5 of the Guidelines for Architectural Survey. The report will be comprised of at least 30 pages of typewritten text (12-point font in a single-spaced format), not including survey forms, maps, photographs and illustrations. The final report must be submitted to the Township of West Orange and the HPO in electronic and hard copy. The electronic copy must be submitted on CD-ROM as a Microsoft Word document.

Deliverables:

For purposes of this Grant Agreement, the Grantee shall produce two (2) hard copies of all survey products defined above. The HPO will receive one (1) complete hard copy set of the completed survey products and one electronic copy in accordance with the grant schedule below. The Grantee will retain one (1) complete hard copy of the survey products for local use.

Schedule:

February 2017: Grant agreement will be fully executed by all involved parties

March/April 2017: Grantee shall send a Request for Proposals (RFP) to solicit quotes from qualified consultants. HPO must review and approve the RFP prior to the grantee entering into a contract.

April 2017: Grantee shall award a contract to a qualified professional or firm to perform the work detailed in the scope of services and shall submit the subcontractor certification form to the HPO.

July 2017: Grantee shall submit draft product, a draft report, and/or an Interim Expenditure Report and request for reimbursement, if applicable.

9/30/17: Grantee shall submit all project deliverables along with a Final Expenditure Report and a Final Reimbursement Request.

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GRANT IDENTIFIER: HE16-011

PROJECT REQUIREMENTS

The Grantee shall comply with the requirements set forth below, as well as any rules and regulations promulgated pursuant to the program's enabling legislation, if any, N.J.S.A. N.J.S.A. 13:1D-9(r)-2:1B-15:100et.seq., 13:1B-15.101(g)(h)(i), 13:1B-15.105, 13:1B-15.108, 13:1B-15.110 See N.J.A.C.

Listed below are specific requirements, including special conditions, of the program and the project covered by this agreement. This Attachment D-1 comprises 1 page(s), including this page.

CONDITIONS:

This subgrant will be administered and work will be performed in accordance with the "National Register Programs Guideline" and all documentation required by the "Guideline" will be maintained on file for audit and State Program Approval purposes. The project will be performed in accordance with the Secretary of the Interior's "Standards and Guidelines" for Preservation Planning; the "Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings;" and "The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings." Principal project personnel will meet 36 CFR 61 Professional Qualifications Standards.

Final products which do not conform to the terms and conditions of this Grant Agreement or which do not meet the above cited Secretary of the Interior's "Standards" will not be eligible for reimbursement.

The Grantee will maintain on file evidence of compliance with Federal, State, and local competitive procurement requirements for professional services, consultant services, and subcontracts. Evidence of competitive procurement denoted by an asterisk (*) must be on file with the Department before any grant work is undertaken. Evidence of competitive procurement will include all applicable items on the following Request for Proposal and Competitive Procurement Checklist:

1. Completed Subcontractor Certification (DEP-069 G, Attachment F).*
2. Stockholder Disclosure.
3. Request for Proposal (RFP) Package.*
4. Evidence that the Grantee has solicited Minority Business Enterprises, Women Business Enterprises, and Small Businesses. To qualify for these categories, the standards of eligibility established by the Department of Commerce and Economic Development must be met.
5. Copies of three (3) published Legal Notices with Affidavit(s) of Publication (including Affirmative Action Language).
6. List of bidders requesting RFP information.
7. List of proposals received for consideration.
8. Copies of top three (3) contenders' proposals.*
9. Copies of all rejection letters.
10. Resolution of Acceptance.
11. Brief statement justifying the selection made.*
12. Copy of draft contract (for HPO review and approval).*
13. Copy of the fully executed contract (must be submitted before any reimbursements will be released).*

The Grantee shall ensure that any Department of Environmental Protection (DEP) or U.S. Department of the Interior, National Park Service (NPS) employee(s) performing any services, compensated or uncompensated, for the Historic Preservation Fund (HPF) grant have filed a Secondary Employment Form or Conflict of Interest Waiver with his/her primary employer. Confirmation that clearance has been approved by the primary employer must be submitted to the Historic Preservation Office (HPO) prior to the first scheduled reimbursement for this project. The Grantee is responsible for ensuring that all persons who have not obtained the required clearances do not participate in any grant-related activities. The failure of the Grantee to comply with this special condition may result in Termination, Expiration, and Suspension of the grant in accordance with Section XVIII of the General Terms and Conditions and Attachment A, Section XII, Modification, G. If the Grantee determines that no DEP or NPS personnel are participating in any grant or grant-related activities, a written statement confirming that there are no DEP or NPS personnel shall be provided in lieu of the Secondary Employment Form(s) or Conflict of Interest Waiver(s).

The Grantee shall incorporate the Historic Preservation Office logo and following acknowledgments in all printed materials, publications and reports prepared and/or printed as a result of grant assistance under this Agreement:

This [printed material, publication, or report] has been financed in part with the federal funds from the National Park Service, U.S. Department of the Interior, and administered by the New Jersey Department of Environmental Protection, Historic Preservation Office. However, the contents and opinions do not necessarily reflect the views or policies of the U.S. Department of the Interior, nor does the mention of trade names or commercial products constitute an endorsement or recommendation by the U.S. Department of the Interior.

This project received federal financial assistance for the identification and protection of historic properties. Under Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, the U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin or handicap in its federally assisted programs. If you believe that you have been discriminated against in any program, activity or facility, as described above, or if you desire further information, please write to:

Office of Equal Opportunity
National Park Service
1849 C Street NW
Washington, DC 20240

Governing Body Resolution

Resolution # 285-15

The governing body of the Township of West Orange desires to
(Print or Type Grantee's name)

further the public interest by obtaining a grant from the State of New Jersey in the amount of
approximately \$ 15,000.00 to fund the following project:
(Total project cost)

An intensive-level cultural resource survey, in accordance with the "HPO Guidelines for Architectural Survey,"
of a minimum of 52 historic resources on the following streets: Yale Terrace, Walker Road, Ridgeview Avenue,
Luddington Road, Overlook Avenue, Oxford Terrace, and Harvard Terrace,

Therefore, the governing body resolves that
Robert D. Parisi

(Print or type person's name)

or the successor to the title of Mayor of West Orange is authorized
(Print or type title of authorized official)

(a) to make application for such a grant,

(b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than
\$ 9,000.00 and not more than \$ 15,000.00 and

(c) to execute ☒ any amendments thereto ☒ any amendments thereto which do not increase the
Grantee's obligations.

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules,
and regulations in its performance pursuant to the agreement.

Introduced and passed December 15, 2015.

Ayes: ✓

Noes: 0

Absent: N/A

(Seal)

I HEREBY CERTIFY the foregoing to be
a true copy of a resolution adopted by
the West Orange Township Council.

Kevin J. Cardone
Kevin J. Cardone, Municipal Clerk

**GRANT AGREEMENT
BETWEEN
West Orange Township
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: HE16-011
SUBCONTRACTOR CERTIFICATION**

As a condition of the State's consent to the subcontract entered into between _____
(the "subcontractor") and West Orange Township (the "Grantee") (such subcontract, the
"subcontract") for work in furtherance of the grant agreement with the State of New Jersey (the "State") captioned above (the
"grant agreement") and in consideration of any payment or benefit the subcontractor may receive for its performance of the
subcontract, the subcontractor agrees that the following terms, provisions, and conditions ("terms") shall be additional terms of
the subcontract, shall inure to the benefit of the State, and shall not be modified in any way without the written agreement of the
State:

1. With respect to all services and goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, the subcontractor shall comply with, and shall be bound by, all terms of the grant agreement (excepting only (a) those terms, if any, requiring the provision of goods or services not required by the subcontract, (b) the following Sections of the General Terms and Conditions of the grant agreement: IV, IX, X, XI, XIII, XV, XVI, XVII, and XXII, and (c) Attachments B, B-1, B-2, C, and G) as though it were the Grantee and as though all such terms were explicit terms of the subcontract for the benefit of the State as third party beneficiary. The subcontractor acknowledges that the Grantee has given it a complete copy of the grant agreement and that it is familiar with all of the grant agreement's terms.
2. The subcontractor acknowledges and accepts that it is an independent principal working for the Grantee and has no relationship with the State in connection with the grant agreement as its agent, servant, employee, grantee, contractor, or otherwise.
3. The subcontractor shall make no claim or demand against the State, its officers, its agents, its servants, or its employees (the "State or its agents") (a) which arises out of or in connection with, or which is based on, (i) the subcontract or the grant agreement, (ii) any services or goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, or (iii) the relationship between the subcontractor and the Grantee in connection with the subcontract or (b) which would not exist if the subcontract did not exist.
4. The subcontractor shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the subcontractor's performance, attempted performance, or failure to perform in connection with the subcontract (collectively, "performance"), regardless of whether such performance was undertaken by the subcontractor, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the subcontractor had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The subcontractor (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses incurred in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The subcontractor shall not assert any defense which would be available to the State but not to the subcontractor, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination or expiration of the subcontract and the grant agreement. The subcontractor does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the subcontractor in writing and shall have a copy of such claim forwarded to the subcontractor.

Date: _____

(print name of subcontractor)

by:

(signature)

(print name)

ATTEST:

(print title)

(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

(number and street)

(municipality, state, and zip code)

(print name and title)

(telephone number)

CERTIFICATION*

I, _____, _____ of
(print name) (print title)

_____ certify that the individual who executed this

_____ (print subcontractor's name)

Subcontractor Certification on behalf of the subcontractor was duly authorized to do so.

ATTEST:

(signature of subcontractor's secretary or equivalent)

(signature of another officer of subcontractor,
if corp. or org.; otherwise, person as witness)

(print name)

(print name)

(print title)

(print title)

Date: _____

SEAL

*This certification must be completed if the subcontractor is an organization, rather than a sole proprietorship.

GRANT AGREEMENT
BETWEEN
West Orange Township
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: HE16-011

STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM*

If Grantee is a governmental agency, complete Section A. If Grantee is a non-governmental agency, complete Section B.

Section A: Governmental Agency

I am the **Chief Financial Officer** (Print title of Chief Financial Officer) of **West Orange Township** and, in this capacity, I will be responsible for establishing and maintaining the financial statements for the project. The accounting system that will be established and maintained for the purpose of this agreement will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information;
4. be integrated with a strong system of internal controls; and
5. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

Date: _____

(signature)

John O. Gross

(print name)



Section B: Non-governmental Agency

I am a ☐ certified public accountant ☒ duly licensed public accountant and have been engaged to examine the financial statements of **West Orange Township** which will be maintained for the project.

In my opinion, the accounting system and internal controls ☐ in use ☒ to be established on _____ for this agreement ☐ are ☒ will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information; and
4. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

Date: _____

(signature)

(print name)

(print title)

* This form must be completed as part of the agreement if required by Section VI.A of Attachment A, Additional Provisions and Special Modifications

REFERENCE BIBLIOGRAPHY

This bibliography is provided for reference purposes only. It lists documents incorporated by reference into this agreement and other documents which might be helpful to the Grantee.

A. New Jersey Department of the Treasury

- State Circular Letter 15-08-OMB : Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid
- State Grant Compliance Supplement

B. United States General Accounting Office

- Government Auditing Standards (Yellow Book)

C. United States Office of Management and Budget

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (Common Rule), (March 11, 1988) <http://www.whitehouse.gov/omb/grants/chart.aspx>
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliance Supplement, Revised)

D. American Institute of Certified Public Accountants ("AICPA")

- State and Local Governments – Audit and Accounting Guide
- Not-for-Profit Organizations — AICPA Audit and Accounting Guide