

Exhibit “A”

Governing Body Resolution

Resolution 15-18

The governing body of the Township of West Orange desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$ 24,999.00 to fund the following project:

An intensive-level cultural resource survey, in accordance with the "HPO Guidelines for Architectural Survey." of a minimum of 100 historic resources in an area bounded by Northfield Avenue, Gregory Avenue, the South Orange border and the South Mountain Reservation.

Therefore, the governing body resolves that the Mayor of West Orange is authorized

- (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 \$ 24,999.00 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.

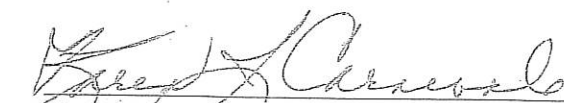
Introduced and adopted: January 9, 2018 and January 23, 2018

Ayes: 5

Noes: 0

Absent: N/A

(Seal)


Karen J. Carnevale, Municipal Clerk


Susan McCartney, Council President

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


Karen J. Carnevale, Municipal Clerk

Exhibit “B”



State of New Jersey

Department of Environmental Protection
P.O. Box 402
Trenton, New Jersey 08625

PHILIP D. MURPHY
Governor

CATHERINE R. McCABE
Commissioner

SHEILA Y. OLIVER
Lt. Governor

The Honorable Robert D. Parisi
Mayor of West Orange
66 Main Street
West Orange, New Jersey 07052

COPY

Dear Mayor Parisi:

On behalf of the New Jersey Department of Environmental Protection, I am pleased to award the Township of West Orange with a Certified Local Government grant to undertake an Intensive-Level Architectural Survey of selected properties within the Upper Gregory neighborhood. Your project has been selected to be fully funded at the requested amount of \$24,500 for federal fiscal year 2018.

As you know, New Jersey's Certified Local Government program is an important tool in assisting municipalities to preserve significant historic and archaeological resources through direct technical assistance, training and grants. We are actively pursuing the revitalization of the state's developed areas and encouraging the preservation of historic resources and open space. Along with economic development and community revitalization, historic preservation in our urban, suburban and rural areas is an essential element of promoting livable communities in New Jersey.

These grant funds are available through the U.S. Department of the Interior's National Park Service Historic Preservation Fund. Please note that this award is contingent upon the availability of federal funds and the execution of a grant agreement between the grantee and the DEP.

In addition, the grantees are required to attend a grant kick-off meeting with Historic Preservation Office staff before the final execution of the grant agreement. Since this grant falls below the \$25,000 Federal Funding Accountability and Transparency Act reporting threshold, your grant has no reporting requirements under that Act. If you have any questions, please contact Jonathan Kinney from the Historic Preservation Office at (609) 984-0141 or jonathan.kinney@dep.nj.gov.

My colleagues in the DEP's Historic Preservation Office look forward to working with you on your project and will be in touch with your staff soon. In the meantime, I offer my congratulations to you on your municipality's successful application.

Sincerely,

A handwritten signature in cursive script, reading "Catherine R. McCabe". The signature is written in dark ink and is positioned above the printed name.

Catherine R. McCabe

Exhibit “C”



State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

NATURAL & HISTORIC RESOURCES
HISTORIC PRESERVATION OFFICE

MAIL CODE 501-04B

P.O. BOX 420

TRENTON, NJ 08625-0420

TEL: # 609-984-0176 FAX: # 609-984-0578

PHILIP D. MURPHY
Governor

CATHERINE R. MCCABE
Commissioner

SHEILA Y. OLIVER
Lt. Governor

February 7, 2019

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

RECEIVED

FEB 13 2019

W.O. PLANNING DEPT.

RE: Township of West Orange - CLG Grant Agreement (FFY2018)

Dear Ms. Miller:

The Historic Preservation Office (HPO) has attached three (3) copies of the Grant Agreement for your Federal Fiscal Year 2018 Certified Local Government Grant (for Architectural Survey of the Upper 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.

The Township must also submit a copy of the Certificate of Insurance for Auto Liability, Workers Compensation, General Liability, and Employers Liability for the current policy year.

Please return all three copies of the Grant Agreement, the Clerk's certification letter or Resolution, and the Certificate of Insurance 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 (HE19-005)



TOWNSHIP OF WEST ORANGE

66 MAIN STREET, WEST ORANGE, N.J. 07052

Department of Planning and Development

ROBERT D. PARISI

Mayor

PLANNING BOARD

Robin Miller, Secretary

Tel: (973) 325-4111

Fax: (973) 325-6359

Email: planningboard@westorange.org

MEMORANDUM

TO: Jonathan Kinney, CLG Program Coordinator

FROM: Robin Miller 
Planning Board Secretary

CC: File

DATE: February 28, 2019

RE: Township of West Orange – CLG Grant Agreement (FFY2018)

COPY

Enclosed please find three copies of signed Grant Agreement together with Municipal Clerk's certification letter and Certificate of Liability Insurance.

Please do not hesitate to contact this office if you require further assistance.

Thank you.



AN EQUAL OPPORTUNITY EMPLOYER

www.westorange.org

GRANT AGREEMENT
BETWEEN
TOWNSHIP OF WEST ORANGE
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: HE19-005

PART 1: GENERAL TERMS AND CONDITIONS

- I. Grant Award Data and Signatures
- II. Compliance with Existing Laws and Policies
- III. Insurance
- IV. Indemnification
- V. Assignments and Subcontracts
- VI. Availability of Funds
- VII. Procurement Standards
- VIII. Property Management Standards
- IX. Method of Payment
- X. Interest
- XI. Allowable Costs
- XII. Matching and Cost Sharing Requirements
- XIII. Program Income
- XIV. Special Grant Conditions for "High Risk" Grantees
- XV. Financial Management System
- XVI. Financial and Performance Reporting
- XVII. Monitoring Performance
- XVIII. Audit Requirements
- XIX. Agreement Amendment
- XX. Closeout Procedures
- XXI. Termination, Expiration, and Suspension
- XXII. Access to Records
- XXIII. Record Retention
- XXIV. Approvals and Authorizations
- XXV. Miscellaneous Provisions

COPY

PART 2: ATTACHMENTS*

- | | | | | | |
|--------|--|-------------------------------------|-----|-------------------------------------|----|
| A. | Additional Provisions and Special Modifications | ☒ | yes | ☐ | no |
| A-1. | Additional Provisions for Federally Funded Agreements | ☒ | yes | ☐ | no |
| A-1-A. | Certification of Lobbying and Disclosure of Lobbying Activities | ☐ | yes | ☒ | no |
| A-2. | Federal Funding Accountability and Transparency Act (FFATA) Request Form | ☐ | 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. | Advance Payment | ☐ | yes | ☒ | no |
| C. | Expenditure Report | ☒ | yes | ☐ | no |
| D. | Scope of Services | ☒ | yes | ☐ | no |
| D-1. | Project Requirements | ☒ | yes | ☐ | no |
| D-2. | Grantee's Proposal | ☐ | yes | ☒ | no |
| E. | ☒ Governing Body Resolution... ☐ Corporate Resolution ☐ LLC Resolution | ☒ | yes | ☐ | no |
| F. | Subcontractor Certification | ☒ | yes | ☐ | no |
| G. | Statement of Adequacy of Accounting System | ☒ | 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.

I. Grant Award Data and Signatures

Federal Award Information for Subaward

Federal Awarding Agency: **National Park Service**
 Federal Award Name: **Historic Preservation Fund**
 Federal Award Identification Number (FAIN): **P18AF00117**
 Federal Award Date: **10/1/17**
 Total Amount of the Federal Award: **\$967,486.00**
 Federal Award Project Description: **Certified Local Government Subgrant**
 Indirect Cost Rate for Federal Award: **.2049**

Grantee's Name: (the "Grantee")	TOWNSHIP OF WEST ORANGE
Address:	66 Main Street West Orange, NJ 07052
Vendor ID #:	22-600-2396
DUNS # (required only for Federally-funded awards):	060801172
Financial Officer's - Name:	John 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
Grant Officer's - name:	Jonathan Kinney (the "Grant Officer")
email address:	jonathan.kinney@dep.nj.gov
phone number:	609-98-0141

TITLE OF GRANT: HE19-005 Township of West Orange - Architectural Survey

AMOUNT OF GRANT: \$24,500.00

Total Project Funding		AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
Source of Funds	State General Fund			
	Federal	\$24,500.00		15.904
	Grantee			
	Other (identify below)			
		\$ 24,500.00	TOTAL APPROVED PROJECT AMOUNT	

Total Amount of Federal Funds Obligated to Subrecipient, including Current Obligation: \$ 24,500.00

Total Amount of Federal Award Committed to Subrecipient: \$ 24,500.00

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 10/1/2018 or the effective date, whichever is ☒ earlier ☐ later, and runs for a period of 12 months thereafter, until 9/30/2019. Grant funds may be used only to satisfy obligations which arise during the Work Period.

PURPOSE AND AUTHORITY: Grant Project to be funded: Architectural Survey - Upper 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 XXV constitute the General Terms and Conditions portion of this agreement.

05/18

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: *

For the Grantee **

(signature)

(signature)

John Kuehne

, Deputy Attorney General

(print name)

_____, Attorney for Grantee

(print name)

Date: _____

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: _____

Katherine J. Marcopul

(signature)

Katherine J. Marcopul

(print name)

Administrator

(print title)

Date: 1/8/2019EXECUTION SIGNATURES

By the signatures below, the Grantee and the State (the "parties") execute this agreement and confirm that they are mutually bound by all provisions contained herein and are fully authorized and empowered to enter into and bind their organization to all obligations under this agreement.

SIGNED

TOWNSHIP OF WEST ORANGE

(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)

Ray Bukowski

(print name)

Assistant Commissioner - Natural and Historic Resources

(print title; Commissioner or authorized delegate)

Date: _____

II. Compliance with Existing Laws and Policies

The Grantee, in order to induce the Department to award this grant and enter into this agreement, agrees and warrants, on behalf of itself and any subcontractors retained pursuant to this agreement, that it shall comply with all applicable Federal, State, and municipal laws, rules, regulations, and written policies in the performance of this agreement. Failure to comply with such laws, rules, regulations, and policies shall constitute a material breach of this agreement and be grounds for its termination. Such laws, rules, regulations, and policies include, but are not limited to, the following, where applicable:

A. Prevailing Wage and Public Works Contractor Registration Acts

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., is hereby made part of this agreement if this agreement is within the contemplation of the Act. If applicable, the Grantee represents and warrants that neither it, nor any subcontractors it might employ to perform the work covered under this agreement, have been suspended or debarred by the Commissioner, Department of Labor, for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Act. The Grantee also represents and warrants that both it and any subcontractors it might employ to perform the work covered under this agreement shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

If applicable:

1. All workers shall be paid not less than the prevailing wage rate as designated by the Commissioner of Labor and Workforce Development or its duly authorized representatives. State wage rates may be obtained from the New Jersey Department of Labor and Workforce Development (Telephone: 609-292-2259) or by accessing the Department of Labor and Workforce Development's web site at http://lwd.dol.state.nj.us/labor/wagehour/wagerate/wage_rates.html. The State wage rates in effect at the time of this award are part of this agreement, pursuant to N.J.S.A. 34:11-56.25, et seq.
2. If it is found that any worker has been paid a rate of wages less than the prevailing wage, the Department may terminate the Grantee's or its subcontractors' right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages, and may prosecute the work to completion or otherwise.

B. Laws Against Discrimination

The Grantee shall comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101 et seq.

The Grantee shall not discriminate, and shall abide by all anti-discrimination laws, including Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d-2000d-4; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 through 10:2-4; and all rules and regulations promulgated pursuant thereto.

Other laws may impose additional non-discrimination requirements with which the Grantee must comply. These laws include, but are not limited to, Section 504 of the Rehabilitation Act of 1973; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Title VII of the Civil Rights Act of 1964; and the Fair Housing Act.

C. Laws Prohibiting Solicitation

If applicable, the Grantee represents and warrants that: (1) 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; and (2) it has neither made nor knows of any payments or gratuities made in violation of N.J.S.A. 52:34-19.

D. The Worker and Community Right to Know Act

The Grantee shall comply with the provisions of N.J.S.A. 34:5A-1 et seq., if applicable, which require the labeling of all containers of hazardous substances.

E. Licenses and Certifications

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 Department of any disciplinary action or change in the status of any license, permit, or other authorization required by law or this agreement.

F. Federal Requirements

The following requirements issued by the United States are, by this reference, incorporated as standards and procedures used by the Department and made part of this agreement, as applicable:

1. United States Office of Management and Budget ("OMB") Guidance for Grants and Agreements (2 CFR Parts 25, 170, 175, 176, 180, 182, 200);
2. Federal Agency Regulations for Grants and Agreements (e.g. 2 CFR Part 1500 for the U.S. E.P.A.);
3. Federal Agency Regulations (e.g. 40 CFR for the U.S. E.P.A.); and,
4. OMB Circular A-133 Compliance Supplement.

G. State Requirements

The following documents issued by the State of New Jersey, Department of the Treasury, Office of Management and Budget are, by this reference, incorporated as standards and procedures used by the Department and made part of this agreement:

1. Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid; and,
2. State Grant Compliance Supplement, available at <http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>.

H. Miscellaneous

The Grantee represents and warrants that, if applicable:

1. 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); and,
2. it is and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts).

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 with an A-VIII or better rating by A.M. Best & Company, 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. 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 each accident as a combined single limit.
- C. Worker's Compensation Insurance in accordance with the laws of the State of New Jersey and Employer's Liability Insurance with limits not less than: (i) \$1,000,000 Bodily Injury, Each Occurrence; (ii) \$1,000,000 Disease Each Employee; and (iii) \$1,000,000 Disease Aggregate Limit.

IV. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, agents, servants, successors, assignees, and employees from and against any damage, claim, demand, liability, judgment, cause of action, suit, loss, expense, or cost, including, where the agreement is funded in whole or part by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement, regardless of whether such performance was undertaken by the Grantee, its officers, directors, agents, servants, employees, contractors, subcontractors, invitees, or any other person at its request, subject to its direction, or on its behalf. The Grantee shall immediately notify the State of any damage. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

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, to be provided, as applicable.
- B. The Grantee shall secure from the subcontractor and shall submit to the Department a copy of the subcontractor's New Jersey Business Registration Certificate as designated in Section IX of Attachment A - Authorizations and Disclosures.
- C. The Grantee shall be responsible for the subcontractor's performance, compliance with all applicable terms, conditions and requirements of this agreement, and compliance with all applicable laws.
- D. 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.
- E. If applicable, the Grantee shall provide, on a monthly and cumulative basis, a breakdown in accordance with the Approved Project Budget, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, PO Box 628, Trenton, NJ 08646.
- F. Nothing contained in the Grantee's application or this agreement shall be construed to create a contract between the Department and any of the Grantee's contractors or subcontractors.

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 Grantee recognizes and agrees that both the initial provision of funding and any continuation of such funding under this agreement are expressly dependent upon the availability to the Department of funds appropriated by the State Legislature, 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 unavailability of funds or the State Legislature's failure to appropriate the necessary funds.
- B. The parties understand that, at this time, this agreement is either fully or partly funded, as designated in Section II of Attachment A – Availability of Funds.

VII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in a manner consistent with all applicable Federal and State requirements. All applicable Federal and 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 consistent with State and/or Federal requirements, as applicable.

IX. Method of Payment

- A. Payment under this agreement will be made upon submission by the Grantee of a properly executed Expenditure Report (Attachment C) and all invoices, bills, and other documents necessary to justify the payment.
 - 1. If authorized, advance payment will be made to the Grantee upon the execution of this agreement by the Department if the Grantee has submitted an Advance Payment Form (Attachment B-2) and a properly executed Expenditure Report.
 - 2. Progress payments shall be made by the Department on a periodic basis only upon receipt of a properly executed Expenditure Report. Payment shall be made either in fixed amounts as determined by the Department to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated.
 - 3. All or a portion of the grant may be withheld by the Department pending receipt of any required final report(s).
- B. Unless otherwise specified in this agreement, all Expenditure Reports must be submitted by the Grantee no later than thirty (30) days after the end of the Work Period.
- C. The Department shall withhold payment of any costs improperly incurred for failure to comply with the Scope of Services, State or Federal law, as applicable, or the terms and conditions of this agreement.
- D. Grantee may not use any grant funds to satisfy any obligation arising outside the Work Period of this agreement.

X. Interest

- A. The Grantee is required to deposit any advance payments received hereunder in insured accounts, whenever possible. The Grantee must maintain advance payments in interest-bearing accounts, unless this agreement is Federally-funded and one of the following applies:
 - 1. The Grantee receives less than \$120,000 in Federal awards per year.
 - 2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on Federal cash balances.
 - 3. The depository would require an average or minimum balance so high that it would not be feasible within the expected Federal and non-Federal cash resources.
 - 4. A foreign government or banking system prohibits or precludes interest bearing accounts.
- B. If this agreement is Federally-funded, interest up to \$500 per year may be retained by the Grantee for administrative expense; any interest above \$500 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 \$250 per year shall be reported to the Department, but may be retained by the Grantee unless otherwise provided pursuant to this agreement.

XI. Allowable Costs

- A. Use of Funds - Grant funds are to be used solely for the purpose(s) described in the approved project Scope of Services appended to this agreement (Attachment D), and may not be used to satisfy any obligation arising outside the Work Period of this agreement. Reimbursement may be obtained only for costs described in the Approved Project Budget appended to this agreement (Attachment B). The Grantee shall follow and comply with all applicable State and Federal laws governing the use of grant funds, and shall not utilize grant funds to undertake any activity for any purpose other than as set forth in this agreement.
- 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 to timely return the funds or appeals the disallowed costs, an interest charge shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. The interest shall continue to accrue while any appeal is underway. If the Grantee is successful in its appeal, the accrued interest will be canceled.

XII. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements associated with this agreement or the source of funding, then, regardless of whether Federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with Federal and State requirements.

XIII. Program Income

"Program income" means gross income earned by the Grantee that is directly generated from agreement-supported activities or earned as a result of the grant award during the Work Period. Such earnings include, but are not limited to, income from fees for services performed, the use or rental of real or personal property acquired under the grant award, the sale of commodities or items fabricated under the grant award, license fees and royalties on patents and copyrights, and principal and interest on loans made with grant award funds.

Unless otherwise specified in this agreement, program income shall be anticipated to the extent possible and included in the Approved Project Budget (Attachment B) to offset the Total Project Amount. Program income that the Grantee did not anticipate at the time of the grant award must be used to reduce the grant award rather than increase the funds committed. The Department may negotiate agreement(s) with the Grantee regarding appropriate use of program income earned after the Work Period, as part of the Grant Closeout Procedures in Section XX of this Part.

However, all program income earned from license fees and royalties for copyrighted material, patents, patent applications, trademarks, and inventions made under this agreement shall inure to the State pursuant to Subsection XXV(E) of this Part.

XIV. Special Grant Conditions for "High Risk" Grantees

A. A Grantee may be considered "high risk" if the Department determines that a Grantee:

1. Is not financially stable;
2. Has a history of unsatisfactory performance;
3. Has failed to comply with the terms and conditions of previous grant awards;
4. Has a financial management system that fails to meet the standards set forth in Section XV of this Part, below; or
5. Is not otherwise responsible.

The Department may also consider prior audit findings, the Grantee's management of prior grant awards, the extent to which any previously awarded grant funds will be expended prior to future awards, and the Grantee's ability to effectively implement statutory, regulatory, or other requirements applicable to performance under this agreement.

B. The Department may impose additional, specific, conditions upon Grantees that it considers to be "high risk." Such conditions or restrictions shall correspond to the high risk condition, and may include:

1. Requiring payments as reimbursements rather than advance payments;
2. Withholding authority to proceed to the next phase of a project until receipt of evidence of acceptable performance within a given period;
3. Requiring additional, more detailed financial reports;
4. Requiring additional project monitoring;
5. Requiring the Grantee to obtain technical or management assistance; or
6. Establishing additional prior approvals.

C. Should the Department decide to impose such conditions, the Department shall notify the Grantee as soon as possible, in writing, as to:

1. The nature of the special condition(s)/additional requirement(s);
2. The reason(s) why the special condition(s)/additional requirement(s) are being imposed;
3. If applicable, the corrective actions necessary to remove the special condition(s)/additional requirement(s), and the time allowed for completing such actions; and,
4. The method by which the Grantee may request reconsideration of the additional requirements imposed.

D. The Department shall promptly remove any special condition(s)/additional requirement(s) once the conditions that prompted them have been corrected.

XV. Financial Management System

A. The Grantee shall be responsible for maintaining an adequate financial management system, which shall provide for:

1. Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

2. Accurate, current, and complete disclosure of the financial results of each project, agreement, or contract. For Federally-funded agreements, such disclosures shall be made in accordance with the reporting requirements set forth in 2 CFR 200.327 and 2 CFR 200.328.
 3. Records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, expenditures, income and interest, and are supported by source documentation.
 4. Effective internal and accounting controls over, and accountability for, all funds, property, and other assets. The Grantee must adequately safeguard all such assets and assure that they are used solely for authorized purposes.
 5. Comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B - Approved Project Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information.
 6. Accounting records that are supported by source documentation.
 7. Written procedures that minimize the time elapsing between the transfer of funds from the Department and the disbursement by the Grantee and, for Federally-funded agreements, implement the requirements of 2 CFR 200.305.
 8. Written procedures for determining reasonableness, allowability, and allocability of costs, consistent with the provisions of State and Federal requirements, as applicable, including Subpart E of 2 CFR 200 – Cost Principles, the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal law, and the terms and conditions of this agreement.
- B. By execution of this agreement, the Grantee warrants and certifies that its accounting system meets the standards set forth herein and, for Federally-funded agreements, is consistent with Subpart E of 2 CFR 200 – Cost Principles, supports the accumulation of costs as required by those principles, and provides for adequate documentation to support costs charged to this agreement. Notwithstanding, the Department may require the submission of a Statement of Adequacy of Accounting System, to be made as an attachment to this agreement. A Statement of Adequacy of Accounting System ☒ is ☐ is not required as part of this agreement.
- 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 system does not meet the standards described in Subsection A of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

XVI. Financial and Performance Reporting

- A. The Grantee shall submit Expenditure Reports (Attachment C) on a periodic basis as prescribed in Section VI of Attachment A – Financial and Performance Reporting, which compare actual expenditures with the Approved Project Budget (Attachment B). Expenditure Reports must be certified by the Grantee's Financial Officer.
- B. The Grantee shall submit performance reports on a periodic basis as prescribed in Section VI of Attachment A – Financial and Performance Reporting. Performance reports shall present the following information for each task under this agreement:
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, if appropriate, 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.
- Performance reports 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. Additionally, performance reports for Federally-funded agreements shall be completed in accordance with 2 CFR 200.328.
- C. The Grantee shall submit final Expenditure and performance reports on its overall performance under this agreement, as prescribed in Section VI of Attachment A – Financial and Performance Reporting.

- D. Extensions of reporting due dates may be granted upon written request to the Department.
- E. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement.
- F. 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.

XVII. 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 the following 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 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 or at less cost than anticipated, or producing more or different beneficial results than originally planned.
- C. The Department may, at its discretion, make site visits to: review project accomplishments and management control systems; audit the financial records pertaining to this agreement; and provide such technical assistance as may be required.
- D. If the Grantee is not performing satisfactorily, the Department may require remedial measures 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.

XVIII. Audit Requirements

- A. All agreements are subject to audit by the State, including by the State Comptroller and the Department. This agreement may be audited at the discretion of the State up to seven (7) years after the date of last payment under this agreement. Any such audit must be made in accordance with applicable Federal and State requirements. The Grantee shall comply with applicable Federal and State requirements for auditees.
- B. If the Grantee expends a total of \$750,000 or more in Federal financial assistance or State financial assistance within the Grantee's fiscal year, the Grantee must have an annual single audit or program-specific audit performed in accordance with Subpart F of 2 CFR Part 200 – Audit Requirements, and State Policy.

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 or a program-specific audit performed in accordance with Generally Accepted Government Auditing Standards, Subpart F of 2 CFR Part 200 – Audit Requirements, and State Policy.
- C. The Grantee is responsible for follow-up and corrective action on all audit findings. 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. Copies of all audit reports involving this agreement must be sent to the Department's Internal Audit Unit at PO Box 420, 428 East State St, Trenton, NJ 08625-0420 and the Granting Agency identified in Section I of this agreement, Grant Award Data and Signatures.
- E. The provisions of this Section XVIII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

XIX. Grant Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer designated in Section VIII of Attachment A - Agreement Amendment. 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, with the following exceptions: If the amendment is of the type described in Subparagraph A, B, C, or D, 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. Any amendment to the Scope of Services to be performed by the Grantee, including any increase in the amount of the Approved Budget, 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 agreement 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, and, for Federally-funded agreements, provided that such costs are allowable and that the transfer would not require the Department to seek Federal Agency approval pursuant to 2 CFR Part 200 or the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal Law. If the total agreement 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 final cost objective or that can be directly assigned to activities relatively easily with a high degree of accuracy.
 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 Approved Project 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 any applicable time period for expending the source of funding. 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 amendment form (DEP-076) 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 Grantee substitutions to the personnel and/or subcontractors identified and approved for this agreement, provided that, for Federally-funded agreements, the substitution would not require the Department to seek Federal Agency approval pursuant to 2 CFR Part 200 or the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal Law. 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 demonstrate 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.

XX. Closeout Procedures

The closeout of this project 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 following steps:

- A. The Grantee shall submit all reports as required and within the timeframes prescribed by this agreement. The Department may permit extensions when requested in writing by the Grantee.
- B. Unless otherwise specified, the Grantee shall, within thirty (30) days of the end of the Work Period, liquidate all obligations incurred under this agreement.
- C. The Grantee shall, within thirty (30) days of the end of the Work Period, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Approved Project Budget (Attachment B).
- D. 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.
- E. The Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from an audit conducted in accordance with Section XVIII of this Part – Audit Requirements.
- F. The Grantee shall account for any property acquired with agreement funds or received from the Department in accordance with Section VIII of this Part - Property Management Standards.
- G. The Department may negotiate agreement(s) with the Grantee regarding appropriate use of program income earned after the Work Period.
- H. The Grantee shall comply with any additional Federal closeout procedures applicable to this agreement, and the Department retains the right to request any additional information necessary to close out this project.
- I. The Department may retain any final grant payment until the closeout procedure is completed on the part of the Grantee.

XXI. Termination, Expiration, and Suspension

- A. The following definitions shall apply for the purposes of this Section XXI, Termination, Expiration, and Suspension.
 1. Termination - The "termination" of this agreement shall mean the cancellation of assistance, in whole or in part, any time prior to the end of the Work Period.
 2. Expiration Date - The "expiration date" of this agreement is the date upon which the parties have fully performed under this agreement, or any applicable timeframe for expending the source of funding has expired.
 3. Suspension - The "suspension" of this agreement shall mean a temporary cessation of State support or assistance pending corrective action by the Grantee or pending a decision by the Department to terminate this agreement.
- 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 within the time frames set forth in this agreement, the Department may suspend this agreement and withhold further payments, prohibit the Grantee from incurring additional obligations of grant funds pending corrective action, or decide to terminate this agreement in accordance with Subsection XXI(D), below.
- C. Notwithstanding any provision or language in this agreement to the contrary, the Department may terminate this agreement at any time, in whole or in part, for the convenience of the State, upon written notice to the Grantee.
- D. If the Department 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 within the time frames set forth in this agreement, the Department may terminate this agreement, in whole or in part, upon written notice to the Grantee.
- E. If the Department suspends or terminates this agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee which cannot be canceled for commitments made prior to the effective date of such suspension or termination, not in anticipation of it, and which would have been allowable had this agreement not been suspended or terminated.
- F. 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.

- G. The closeout procedures described in Section XX of this Part - Closeout Procedures, shall apply in all cases of termination of this contract.

XXII. Access to Records

- A. The Grantee agrees to make available to the Department, the Office of the State Comptroller, any other State auditor, and any of their duly authorized representatives, and, for Federally-funded agreements, any Federal agency whose funds are expended in the course of this agreement, Inspectors General, and the Comptroller General of the United States, and any of their duly authorized representatives, such pertinent records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations under this agreement.
- 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 work papers produced in connection with audits made by the Grantee or by independent certified public accountants or municipal accountants hired by the Grantee to perform such audits.
- E. The provisions of this Section XXII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

XXIII. Record Retention

- A. The Grantee shall retain records relevant to this agreement, including financial and programmatic records, supporting documents, and statistical records, for a period of seven (7) years from the date of last payment under this agreement, or such longer period as any applicable State or Federal statute may require, except:
1. If any litigation, claim, or audit is started before the end of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 2. Records for nonexpendable property acquired with Federal or Department funds shall be retained for seven (7) years after 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.
- C. The provisions of this Section XXIII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

XXIV. 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, 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, 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 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 this agreement.

XXV. 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 General Terms and Conditions of this agreement; (2) the Project Requirements (Attachment D-1), (3) any State Agency application form or specific correspondence describing the project and/or soliciting a Grantee proposal; (4) the Scope of Services (Attachment D); and (5) the Grantee's proposal (Attachment D-2). However, consistency with State and Federal law, as applicable, shall always have precedence in any conflict with the terms of this agreement.
- C. 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 this agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.
- D. 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 this agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- E. 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, subject to any Federal interest, as applicable. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- F. 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.
- G. 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.
- H. 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.
- I. Successors 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 assignee of the Grantee.
- J. 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.
- K. Notices: All notices, certificates, and other documents ("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 on Page 1 of this agreement, 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.
- L. Waiver of Breach: A 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.
- M. 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.
- N. Waiver of Jury Trial: In the event of litigation, the Grantee waives any right it may have to a trial by jury.
- O. Change in Tax Status: Unless a government agency, the Grantee shall notify the Department immediately should there be any change or expected change in the Grantee's tax status as recognized by the U.S. Internal Revenue Service.

- P. Change in Ownership: If, during the term of this agreement, the Grantee shall merge with or be acquired by another entity, change or dissolve its business or corporate structure, or otherwise change ownership, the Grantee shall provide notice to the Department in the manner provided 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 Subparagraph shall constitute cause for termination in accordance with Section XXI of this Part.
- Q. Applicability of Provisions Excluded from the Agreement: Failure to expressly reference any applicable Federal or State regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

GRANT AGREEMENT
BETWEEN
TOWNSHIP OF WEST ORANGE
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: HE19-005

ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

This Attachment A outlines the responsibilities established by the terms, conditions, requirements, and provisions of Part 1 of this agreement - General Terms and Conditions. Any modifications to the General Terms and Conditions of this agreement are set forth in Section XII, below.

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.
- ☐ are not required

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, this agreement is

- ☒ fully funded.
- ☐ partially funded in the amount of \$

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 - 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 an Expenditure Report (Attachment C) is submitted with appropriate justification, receipts, etc. and all reporting requirements are met as specified in this agreement.

IV. Matching and Cost Sharing Requirements (See Section XII 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. Certification of Adequacy of Accounting System (See Section XV of the General Terms and Conditions of this agreement - Financial Management System.)

- A. Attachment G - Statement of Adequacy of Accounting System
☒ must be completed by the Financial Officer identified in Section I of the General Terms and Conditions of this agreement - Grant Award Data and Signatures.
☐ is not required.
- B. Expenditure 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)

VI. Financial and Performance Reporting (See Section XVI of the General Terms and Conditions of this agreement - Financial and Performance Reporting.)

- A. All Expenditure Reports must be certified by the Financial Officer.
- B. Periodic Expenditure Reports shall be submitted
☐ on a _____ (e.g. mo./qtr.) basis, no later than _____ days immediately following the end of the reporting period.
☒ (other, specify) In accordance with 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. Final Expenditure and performance report, shall be submitted by the Grantee no later than 30 days after
☒ the Grantee's completion of all agreement tasks
☐ the end of the Work Period

VII. Audit Requirements (See Section XVIII of the General Terms and Conditions of this agreement - Audit Requirements.)

A. Pursuant to State and Federal Requirements, the Grantee is

- ☐ required to have an annual single audit or program-specific audit (expenditures $\geq$ \$750,000/fiscal year)
☐ required to have a financial statement audit or program-specific audit (expenditures between \$100,000-\$749,999/fiscal year)
☒ not required to have an annual single audit, a financial statement audit or a program-specific audit (expenditures $<$ \$100,000/fiscal year)

B. The Department's records show the Grantee's fiscal year ends on 09/30 . The Grantee shall notify the Department immediately if this date is incorrect or is changed.

C. Copies of all audit reports must be submitted to DEP, Internal Audit Unit at PO Box 420, 428 East State St., Trenton, NJ, 08625-0420 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.

VIII. Agreement Amendment (See Section XIX of the General Terms and Conditions of this agreement - Agreement Amendment.)

All revisions and modifications must be submitted, in writing, to (name) Jonathan Kinney , (title) Historic Preservation Specialist 2 or the successor to that position (the "Grant Officer").

IX. Authorizations and Disclosures (See Section XXIV 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 LLC Resolution, is

- ☒ a governing body resolution.
☐ a corporate resolution.
☐ an LLC resolution.
☐ no resolution.

C. A Business Registration Certificate for Grantee's subcontractors to do business in New Jersey

- ☒ will be submitted.
☐ is not applicable.

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

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X. 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 X, 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 four pages.

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

See attached Modifications: Pages 5-9

Grant Identifier: HE19-005
Township of West Orange, Architectural Survey – Upper Gregory Neighborhood

X. 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 VIII 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 post 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 make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality 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.

In conforming with the targeted employment goals, 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, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, 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
TOWNSHIP OF WEST ORANGE
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: HE19-005

ADDITIONAL PROVISIONS FOR FEDERALLY FUNDED AGREEMENTS

I. Required Certification

The Grantee shall include the following certification, signed by an official who is authorized to legally bind the Grantee, with the submission of any annual or final fiscal report, as well as with the submission of any voucher requesting payment pursuant to this agreement:

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

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

No entity, as defined at 2 CFR Part 25, Subpart C, may receive a subaward from the Department unless the entity has provided its DUNS Number to the Department.

III. Federal Funding Accountability and Transparency Act Reporting

A. The Grantee shall report the names and total compensation of each of the Grantee's five most highly compensated executives for the Grantee's preceding completed fiscal year, if:

1. In the Grantee's preceding fiscal year, the Grantee received:
 - i. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320 (and subawards); and
 - ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
2. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code for 1986. (To determine if the public has access to the compensation information see U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

B. Such reporting shall be made, to the Department, upon the Grantee's execution of this agreement.

C. Definitions applicable to this reporting requirement can be found at Appendix A to 2 CFR Part 170.

IV. Debarment and Suspension

A. The Grantee shall fully comply with Subpart C of 2 CFR Part 180 – Responsibilities of Participants Regarding Transactions Doing Business with Other Persons and, further, pass the requirement to comply to each person with whom the Grantee enters into a covered transaction at the next lowest tier.

B. The Grantee acknowledges that failing to disclose information as required at 2 CFR 180.355 may result in the delay or negation of this agreement, or pursuit of legal remedies, including suspension and debarment.

V. Restrictions on Lobbying

- A. The Grantee agrees to fully comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal law, with respect to New Restrictions on Lobbying.
- B. The Grantee and all lower tier subrecipients shall include the following language in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements). The Grantee and all lower tier subrecipients shall certify and disclose accordingly:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- C. Grantees and their subcontractors that apply or bid for an award exceeding \$100,000 must file the enclosed Certification Regarding Lobbying. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Accordingly, Standard Form-LLL, if required at any tier, shall ultimately be forwarded to the Department.

VI. Trafficking Victim Protection Prohibition Statement

- A. As a subrecipient of a Federal award, the Grantee, if a private entity, must comply with the following award term:
 - i. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.

VII. Eligible Workers

- A. The Grantee shall ensure that all employees complete the I-9 form to certify that they are eligible for lawful employment under the Immigration and Nationality Act (8 U.S.C. 1324a). The Grantee shall comply with regulations regarding certification and retention of the completed forms. These requirements also apply to any contract or supplemental instruments awarded 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.

VIII. Drug Free Workplace Compliance

If applicable, the Grantee certifies that it shall comply with the Drug Free Workplace Act of 1988, as amended, 2 CFR Part 182 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance), and the appropriate Federal Agency Regulations for Grants and Agreements, whichever would be applicable under Federal law, regarding Drug Free Workplace compliance. Further, the Grantee shall require compliance, if applicable, from contractors, subcontractors, subrecipients, or third parties otherwise providing services.

IX. Equal Employment Opportunity

If this agreement constitutes a Federally assisted construction contract, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, then:

A. During the performance of this agreement, the Grantee agrees as follows:

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. 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 setting forth the provisions of this nondiscrimination clause.
2. The Grantee will, 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 race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer or is consistent with the Grantee's legal duty to furnish information.
4. The Grantee will 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The Grantee will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Grantee will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of the Grantee's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further Government contracts or Federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Grantee will include the portion of the sentence immediately preceding Subparagraph (A)(1) and the provisions of Subparagraphs (A)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Grantee will take such action with respect to an subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event the Grantee becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Grantee may request the United States to enter into such litigation to protect the interests of the United States.

X. Federal Labor Standards

To the extent applicable, the Grantee shall comply with Federal Labor Standards, including:

1. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3144, and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, the Grantee and its subcontractors, where applicable, are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Grantee and its subcontractors, where applicable, are required to pay wages not less than once a week. If the prevailing wage rate prescribed for any craft by the United States Secretary of Labor is not the same as the prevailing wage rate prescribed for that craft by the New Jersey Department of Labor, the Grantee and its subcontractors, where applicable, shall pay the higher rate.

General wage determinations issued under Davis-Bacon and related acts, published by the US Department of Labor, may be obtained from the Wage Determinations online website at <https://www.wdol.gov.dba.aspx>. The Federal wage determinations in effect at the time of this award are part of this agreement. The Grantee hereby accepts the wage determinations and agrees that its award of any subcontract under this agreement shall be conditioned upon the subcontractor's acceptance of the wage determinations.

2. The Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor Regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each Grantee and its subcontractors, where applicable, must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.
3. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). The Grantee and its subcontractors, where applicable, shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor Regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, the Grantee and its subcontractors must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

XI. Rights to Inventions

If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the Grantee or its subrecipients at any tier wish to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Grantee or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

XII. Environmental Regulatory Compliance

- A. The Grantee 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 U.S.C. 4321, et seq., its implementing regulations, 40 CFR Part 1500-1508, and other applicable Federal Agency NEPA requirements. Further, the Grantee shall not begin any implementation work under this agreement until compliance with the Endangered Species Act, 16 U.S.C. 1531, et seq., and the National Historic Preservation Act, 16 U.S.C. 470, et seq., if applicable, is completed.
- B. The Grantee shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

XIII. Procurement of Recovered Materials

Any Grantee that is an agency of a political subdivision of a State and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of an item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

XIV. Federal Funding of Conferences

The Grantee certifies that no Federal funds shall be used to sponsor or fund in whole or in part a meeting, convention, conference, or training seminar that is conducted in, or that otherwise uses the rooms, facilities or services of, a place of public accommodation that does not meet the requirements of the fire prevention and control guidelines described in section 29 of the Federal Fire Prevention and Control Act of 1974 (15 U.S.C. 2225).

XV. Additional Provisions

N/A

GRANT AGREEMENT
BETWEEN
TOWNSHIP OF WEST ORANGE
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: HE19-005
APPROVED PROJECT BUDGET

EXPENSE CATEGORY	TOTAL BUDGET	FEDERAL	STATE	GRANTEE ("MATCH")	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	\$ 24,500.00	\$ 24,500.00	\$ 0.00	\$ 0.00	\$ 0.00
C. Other Costs Specify below					
■	\$ 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
■	\$ 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	\$ 24,500.00	\$ 24,500.00	\$ 0.00	\$ 0.00	\$ 0.00
Less Program Income (enter as negative)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Direct Costs	\$ 24,500.00	\$ 24,500.00	\$ 0.00	\$ 0.00	\$ 0.00
Indirect Costs (indicate rate: 0.00%)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL PROJECT AMOUNT *	\$ 24,500.00	\$ 24,500.00	\$ 0.00	\$ 0.00	\$ 0.00

* Total Project Amount must equal the amounts indicated under General Terms and Conditions, I. Grant Award Data and Signatures, Source of Funds, "Total Approved Project Amount" (page 1)

TOTAL GRANT AMOUNT is ☒ the sum of "Federal" column for a total of \$ 24,500.00
☐ the sum of "Federal" and "State" columns for a total of \$
☐ the sum of "Federal", "State" and "Other" columns for a total of \$

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).

**GRANT AGREEMENT
BETWEEN
TOWNSHIP OF WEST ORANGE**

(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: HE19-005

EXPENDITURE REPORT: For the period beginning 10/1/2018 **and ending** 9/30/2019

EXPENSE CATEGORY	APPROVED PROJECT BUDGET	PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES	EXPENDITURES INCURRED DURING THE CURRENT PERIOD	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
A. Personnel Costs					
Salaries	\$ 0.00				
Fringe Benefits	\$ 0.00				
B. Consultants and Subcontractors	\$ 24,500.00				
C. Other Costs					
Specify below:					
▪	\$ 0.00				
▪	\$ 0.00				
▪	\$ 0.00				
▪	\$ 0.00				
▪	\$ 0.00				
D. Audit	\$ 0.00				
Subtotal Direct Costs	\$ 24,500.00				
Less Program Income (enter as negative)	\$ 0.00				
Total Direct Costs	\$ 24,500.00				
Indirect Costs (indicate rate 0.00%)	\$ 0.00				
TOTAL PROJECT AMOUNT	\$ 24,500.00				

CERTIFICATION BY FINANCIAL OFFICER

I certify that the above expenditures for the period are accurate as stated, that all procurements or expenditures for which payment is requested have been made in accordance with the standards contained in this agreement as well as all applicable Federal and State laws, and that each obligation for which an expenditure is listed arose during the Work Period.

CERTIFICATION FOR FEDERALLY-FUNDED AGREEMENTS

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements, and cash receipts are for the purposes and objectives set forth in the terms and conditions of the State and/or Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Date: _____

Signature: _____

Name: John Gross

Title: Chief Financial Officer

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SCOPE OF SERVICES

The Scope of Services for this agreement incorporates the Grantee's proposal, as approved by the Department (Attachment D-2); any project requirements delineated in Attachment D-1 - Project Requirements; and any modifications, amendments, and additions thereto. 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 - Project Requirements, (2) Attachment D - Scope of Services, (3) Attachment D-2 - Grantee's Proposal. This Attachment D comprises 3 pages, including this pages.

In accordance with the terms and conditions of this Agreement, Grantee shall produce an intensive-level architectural survey of a minimum of 100 historic properties in the Upper Gregory neighborhood with all surveyed resources documented individually and/or as part of a historic district (Architectural Survey). Grantee shall engage, in compliance with all applicable federal, state, and local procurement laws, the services of an Architectural Historian qualified in accordance with the National Park Service Secretary of the Interior's Professional Qualification Standards for Architectural History (48 FR 44738-9).

Under the direction of the Architectural Historian and with active participation and assistance by the West Orange Historic Preservation Commission, Grantee shall prepare the Architectural Survey in accordance with the HPO 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. Before beginning any project-related work, the HPO staff shall meet with the Grantee's consultant and provide the consultant with the appropriate database/GIS material and related training as needed. The results of the Architectural Survey shall be compiled in a report that presents intensive-level research, eligibility findings, and summarizes the overall survey effort (Report).

Information generated from the Architectural Survey will enable the Grantee'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 when reviewing proposed alterations to the historic properties.

The following products shall be produced as part of the survey effort:

I. Architectural Survey Documentation

The Architectural Survey shall include:

Survey Forms

- Preparation of HPO approved forms for a minimum of 100 historic properties. All forms must be submitted in electronic and hard copy (unbound and in color). The electronic copy must be submitted as a Microsoft Access database as provided by the HPO. Hard copy survey forms are generated from the database.



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SCOPE OF SERVICES Continued

- The "Description" field of each property's survey form shall, at a minimum, include a date of construction, architectural description, list of character-defining features, and summary of the property's history and development. The description field should have three paragraphs. The first paragraph should be an architectural description of the building. This description should identify whether the building has been elevated or otherwise altered for flood protection. The second paragraph should be a brief narrative history of the building. The third paragraph should include a recommendation of individual eligibility as well as contributing or non-contributing status of the building in the historic district – and must include a persuasive and well-reasoned rationale for those recommendation.
- Preparation of attachments and eligibility worksheets for those properties identified as potentially individually eligible
- Assessment of "key-contributing" (i.e. individually eligible), "contributing" and "non-contributing" status for all properties surveyed as part of historic district(s)

Photography

- 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 shall appear on the Base Survey Form for the subject property).
- 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.
- 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).

GIS Mapping

- GIS Mapping shall be based on existing digital parcel maps to be provided by HPO.
- Digital submissions must include separate ArcGIS Geodatabase feature classes 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 shall overlay the municipal boundary exactly.
 - b) Property boundaries (polygons).
- Geospatial metadata sufficient to satisfy the metadata reporting requirements of the DEP Mapping and Digital Data Standards (2013) available online at http://www.nj.gov/dep/gis/assets/NJDEP_GIS_Spatial_Data_Standards_2013.pdf. All digital data shall be submitted on CD-ROM in the formats referenced above.
- The GIS data shall serve as the basis for creating the 2" x 3" location map for each surveyed property. Prior to commencement of work, the location map will be generated by the HPO and shall be saved as a digital image in JPEG format that shall be included by the Consultant on the hard copy survey forms. +

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SCOPE OF SERVICES Continued

II. Intensive-level Survey Report

The Grantee shall prepare the 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, photos and illustrations. The final report must be submitted to the HPO and West Orange Township in electronic and hard copy. The electronic copy must be submitted on CD-ROM as a Microsoft Word document and PDF.

DELIVERABLES:

Draft

For purposes of this Grant Agreement the Grantee shall produce two (2) black and white, unbound/unstapled hard copies of all draft survey products defined above. The HPO will receive one (1) complete hard copy set of the draft survey products and one electronic copy on a CD-ROM in accordance with the grant Schedule below.

Final

For purposes of this Grant Agreement the Grantee shall produce two (2) color, unbound/unstapled 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 on CD-ROM 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 2019 – Grant Agreement will be fully executed by all involved parties.

February/March 2019: Grantee shall send out a Request for Proposals (RFP) to solicit from qualified consultants. HPO must review and approve the RFP prior to the Grantee entering into a contract.

March/April 2019: 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 (Attachment F) to the HPO. The selected consultant shall meet with the HPO prior to the commencement of project-related work to obtain the appropriate database/GIS material.

June/July 2019: Grantee shall submit draft product, a draft report, and/or an interim Expenditure Report and request for reimbursement, if applicable, to the HPO.

9/30/19: All reimbursable project-related work must be completed.

10/15/19: Grantee shall submit all final project deliverables along with the required reimbursement documentation.

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PROJECT REQUIREMENTS

Listed below are specific requirements, including special conditions, of the program and the project covered by this agreement. The Grantee shall comply with the requirements set forth below, as well as any requirements of the program's enabling legislation and any rules and regulations promulgated pursuant thereto.

This Attachment D-1 comprises 3 page(s), including this page.

Grantee shall conduct all activities under this Agreement in accordance with the National Register Programs Guideline, 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.

Grantee shall maintain all documentation required by the above for audit purposes in accordance with the requirements of this Agreement.

All project personnel will meet 36 CFR 61 Professional Qualifications Standards.

Final products which do not conform to the terms and conditions of this Agreement shall not be eligible for reimbursement.

The Grantee shall maintain on file all 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).*



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PROJECT REQUIREMENTS Continued

13. Copy of the fully executed contract (must be submitted before any reimbursements will be released).*

Items denoted by an asterisk (*) must be on file with the Department before any work under this Agreement is commenced.

The Grantee shall ensure that any employees of the Grantor, or U.S. Department of the Interior, National Park Service (NPS) performing any services, compensated or uncompensated, on Grantee's behalf under this Agreement 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:



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PROJECT REQUIREMENTS Continued

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

Governing Body Resolution

Resolution 15-18

The governing body of the Township of West Orange desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$ 24,999.00 to fund the following project:

An intensive-level cultural resource survey, in accordance with the "HPO Guidelines for Architectural Survey." of a minimum of 100 historic resources in an area bounded by Northfield Avenue, Gregory Avenue, the South Orange border and the South Mountain Reservation.

Therefore, the governing body resolves that the Mayor of West Orange is authorized

- (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 \$ 24,999.00 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 adopted: January 9, 2018 and January 23, 2018

Ayes: 5

Noes: 0

Absent: N/A

(Seal)


Karen J. Carnevale, Municipal Clerk


Susan McCartney, Council President

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


Karen J. Carnevale, Municipal Clerk

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SUBCONTRACTOR CERTIFICATION

As a condition of the State's consent to the subcontract entered into between _____ (the "subcontractor") and TOWNSHIP OF WEST ORANGE _____ (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 as though it were the Grantee and as though such terms were explicit terms of the subcontract for the benefit of the State as third party beneficiary, excepting only those terms, if any, requiring the provision of goods or services not required by the subcontract, and the following Sections of the the grant agreement: IV – Indemnification; IX – Method of Payment; X – Interest; XI(B) – Disallowed Costs; XII – Matching and Cost Sharing Requirements; XIII – Program Income; XIV – Special Grant Conditions; XV – Financial Management System; XVI – Financial and Performance Reporting; XVII – Monitoring Performance; XVIII – Audit Requirements; XIX – Agreement Amendment; XX – Closeout Procedure; Subsections B and C of XXIV – Approvals and Authorizations; XXV – Miscellaneous Provisions; Sections III, IV, V, VI, VII, VIII and IX(B) of Attachment A; and Attachments B, B-1, B-2, C, E, and G. 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, agents, servants, successors, assignees, and employees from and against any damage, claim, demand, liability, judgment, cause of action, suit, loss, expense, or cost, including, where the grant agreement is funded in whole or part by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising from, in connection with, or as a result of, the subcontractor's performance, attempted performance, or failure to perform in connection with the subcontract, regardless of whether such performance was undertaken by the subcontractor, its officers, directors, agents, servants, employees, contractors, subcontractors, invitees, or any other person at its request, subject to its direction, or on its behalf. The subcontractor shall immediately notify the State of any damage. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of the subcontract.
5. If required by Attachment A, Section IX, Paragraph C, subcontractor shall submit a Business Registration Certificate allowing subcontractor to do business in New Jersey. This Certificate ☐ has previously been provided ☒ will be provided to the Grantee within 15 days of the effective date of this contract.

Date: _____, _____

(print name of subcontractor)

by:

(signature)

(print name)

(print title)

ATTEST:

(signature of another officer of subcontractor;
if sole prop or single-member entity, person as witness)

(number and street)

(municipality, state, and zip code)

(print name and title)

(telephone number)

SIGNATURE AUTHORIZATION *

I, _____, _____, of
(print name of subcontractor's secretary or equivalent) (print title)

(print subcontractor's name) certify that the individual who executed this
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;
can be same as witness signature above)

(print name)

(print name)

(print title)

(print title)

Date: _____

SEAL

*This section is required for all business structures except for sole proprietorship and other single-member entities

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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 Financial Officer) of **TOWNSHIP OF WEST ORANGE** 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 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 **TOWNSHIP OF WEST ORANGE** 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 V of Attachment A - Certification of Adequacy of Accounting System



TOWNSHIP OF WEST ORANGE
66 MAIN STREET
WEST ORANGE, NEW JERSEY 07052

Municipal Clerk's Office
E-mail: clerk@westorange.org

Tel: (973) 325-4155
Fax: (973) 731-1196

February 14, 2019

State of New Jersey
Mail Code 501-04B
Department of Environmental Protection
Historic Preservation Office
P.O. Box 420
Trenton, NJ 08625-0420

COPY

Re: Township of West Orange HPF/CLG Grant Agreement
Grant Identifier: HE19-005

To Whom It May Concern:

As Municipal Clerk for the Township of West Orange, I hereby certify that Resolution 15-18 entitled "Governing Body Resolution" introduced on January 9, 2018 and adopted on January 23, 2018 is still valid for the purpose intended.

Very truly yours,

Karen J. Carnevale, R.M.C.
Municipal Clerk

/kjc