

**RESOLUTION AUTHORIZING A GRANT AGREEMENT BETWEEN THE NORTH HUDSON SEWERAGE AUTHORITY & THE STATE OF NJ DEPT. OF ENVIRONMENTAL PROTECTION - GRANT IDENTIFIER: WQR-2-19-NHSA-00204**

---

**MOTIONED BY: MAROTTA**  
**SECONDED BY: GARDINER**

**WHEREAS**, The North Hudson Sewerage Authority (the "Authority") is a public body, duly formed under the Sewerage Authorities Law, constituting Chapter 138 of the Laws of New Jersey of 1946, as amended (Chapter 14A of Title 40 of the New Jersey Statutes Annotated) and possesses the powers set forth therein;

**WHEREAS**, the Authority, desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$300,000 to fund the following project:

Green Infrastructure Improvements in CSO areas - Stormwater Retention Planter Boxes/Bioswales

**WHEREAS**, the governing body of the Authority authorizes Richard Wolff or the successor of the office of the Executive Director (a) to make application for such grant; (b) if awarded such grant to execute grant agreement with the State of New Jersey for a grant in an amount not less that \$300,000 and not more than \$620,500; and (c) to execute proposed amendments to such grant agreement which do not increase the Authority's obligations thereunder; and

**WHEREAS**, the governing body of the Authority authorizes and agrees to match 107% of the total project amount, in compliance with the match requirements of the grant agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified up to exactly 107% of the match will be made in kind services; and

**WHEREAS**, the Authority agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance of its obligations pursuant to the grant agreement.


**NOW, THEREFORE, BE IT RESOLVED** that the Authority approves the Executive Director's execution and delivery of a grant agreement with the State of New Jersey Department of Environmental Protection, a form of which is set forth in Appendix A hereto, for a grant in an amount not less that \$300,000 and not more than \$620,500.

**DATED: JANUARY 21, 2021**

**RECORD OF COMMISSIONERS' VOTE**

	<b>YES</b>	<b>NO</b>	<b>ABSTAIN</b>
Commissioner Soares		x	
Commissioner Kappock	x		
Commissioner Marotta	x		
Commissioner Gardiner		x	
Commissioner Friedrich	x		
Commissioner Sanchez	x		
Commissioner Velazquez	x		
Commissioner Roque	x		
Commissioner White	x		

**THIS IS TO CERTIFY THAT THIS RESOLUTION WAS DULY ADOPTED BY THE NORTH HUDSON BOARD OF COMMISSIONERS ON JANUARY 21, 2021.**



---

**SECRETARY**



Grantee Match	\$320,500.00					
Other (identify below)						
Corporate Business Tax (CBT)	\$230,611.18	20	100	4850	099	V22K 35930000
	\$620,500.00	TOTAL APPROVED PROJECT AMOUNT				

69388.82

**Federal Award Information for Subaward**

Federal Award Identification Number (FAIN):

Fiscal Year:

Federal Awarding Agency: EPA

Federal Award Name: FY 2011-2013 Performance Partnership Grant

CFDA Number: 66.605

CFDA Title: Performance Partnership Grants

Federal Award Date: 9/22/2010

Total Amount of the Federal Award: \$60,983,416.00

Federal Award Project Description:

This Agreement provides funding for the operation of New Jersey Department of Environmental Protection's (NJDEP's) continuing environmental programs while giving it greater flexibility to address its highest environmental priorities, improve environmental performance, achieve administrative savings and strengthen the partnership between NJDEP and EPA. The agreement funds statewide programs to: protect & improve air quality; water quality and drinking water; control pesticides; reduce radon exposure; and control hazardous waste.

Indirect Cost Rate for Federal Award: 21.5%

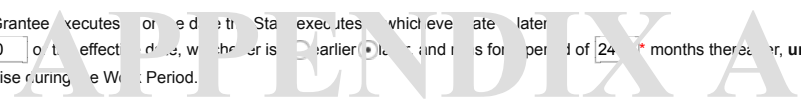
Total Amount of Federal Funds Obligated to Subrecipient, including Current Obligation:

Total Amount of Federal Award Committed to Subrecipient:

Click to add additional Federal Award Information for Subaward

**WORK PERIOD**

The "effective date" of this grant agreement is the date the Grantee executes or the date the State executes, whichever date is later. The "Work Period" for this grant commences on  or the effective date, whichever is earlier, and ends for a period of  months thereafter, until \_\_\_\_\_.



**PURPOSE AND AUTHORITY**

Grant Project to be Funded: Green Infrastructure - Green Infrastructure Improvements in CSO Areas - Stormwater Retention Planter Boxes/Bioswales  
 Grant will be used for Research and Development (R&D):  Yes  No

Statutory Authority for this Grant: \*

1750

[Top of the Page](#)

Powered by IntelliGrants®

© Copyright 2000-2021 Agate Software, Inc.



- Menu
  Forms Menu
  Status Changes
  Management Tools
  Related Documents and Messages

Your information has been saved and the following Page Error(s) have been found.

- In Method of Payment, a selection for Advance Payment is required.
- In Audit Requirements, Subparagraph B, enter a value in the text box.

Back

Document Information: [WQR-2019-NHSA-00204](#)

Details

You are here: > [Water Quality Restoration 2019 Menu](#) > [Forms Menu](#) > Grant Agreement

**ATTACHMENT A - ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS**

**GRANT AGREEMENT BETWEEN**  
**North Hudson Sewerage Authority**  
**AND**  
**THE STATE OF NEW JERSEY**  
**BY AND FOR**  
**THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: WQR-2019-NHSA-00204



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

**I. Insurance** (See Section II of the General Terms and Conditions of this agreement – Insurance)

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

Upload insurance certificates here:  no file selected

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

- Comprehensive General Liability
  - Insurance
  - Self-Insurance
  - Not Required
  - Combination of Insurance/Self-Insured
- Automobile Liability
  - Insurance
  - Self-Insurance
  - Not Required
  - Combination of Insurance/Self-Insured
- Worker's Compensation
  - Insurance
  - Self-Insurance
  - Not Required
  - Combination of Insurance/Self-Insured
- Employer's Liability
  - Insurance
  - Self-Insurance
  - Not Required
  - Combination of Insurance/Self-Insured

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

**II. Availability of Funds** (See Section V of the General Terms and Conditions of this agreement - Availability of Fund.)

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 VIII 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, in total, 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  \$30,000.00 (amount or description)

shall be withheld pending receipt of all final reports.

is not applicable.

Other (please specify)

**NOTE: No payment can be made unless an Expenditure Report 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 XI 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 the Grant Award Data, 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 XIV 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 Grant Award Data and Signatures section.

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 (please specify)

**VI. Financial and Performance Reporting** (See Section XV 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

45 days following the end of the  quarter (e.g. month/quarter).

Quarter shall be defined as January through March, April through June, July through September and October through December.

Other (please specify): , but no later than final Expenditure Report.

C. Performance reports shall be submitted on a (e.g. quarterly/yearly)  3 month/quarterly basis. These reports shall be submitted no later than  45 days after

D. Final Expenditure and performance report shall be submitted by the Grantee no later than  90 days after:

the Grantee's completion of all agreement tasks

the end of the Work Period

**VII. Audit Requirements** (See Section XVII 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 >= \$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  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

**Water Resource Management**

**Monitoring and Standards**

**Bureau of Environmental Analysis Restoration and Standards**, not later than nine months after the close of the Grantee's fiscal year.

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

All revisions and modifications must be submitted through NJDEP SAGE to **Alan Miller, Government Representative** or the successor to that position (the "Grant Officer").

**IX. Authorizations and Disclosures** (See Section XXIII of the General Terms and Conditions of this agreement - Approvals and Authorizations)

A. The grantee is a/an Other Gov't Agency/Authority

B. Appended hereto as Attachment E is

a governing body resolution

a corporate resolution

an LLC resolution

an entity resolution

not required

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

- will be submitted
- is not applicable
- is on file with the Department

Business Registration Certificate (if applicable):

no file selected


no file selected

**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.

- 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:

1745

 [Top of the Page](#)

Powered by IntelliGrants®

© Copyright 2000-2021 Agate Software, Inc.

# APPENDIX A



**ATTACHMENT A-1 - PROVISIONS FOR FEDERALLY FUNDED AGREEMENTS**

**GRANT AGREEMENT BETWEEN  
North Hudson Sewerage Authority  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: WQR-2019-NHSA-00204**

**REQUIRED 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 that 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/execomp.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 (Attachment A-1-A). 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 this award. Therefore, 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:
1. 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. Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

#### **VIII. Federal Labor Standards**

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

A. The Davis-Bacon Act, as amended (40 U.S.C. 3141-3147, and 3161-3148), 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.

- B. 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.
- C. 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.

#### **IX. 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).

**X. 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.


**XI. 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).

XII.  Check here if Additional Provisions must be read and acknowledged in Section XII. Additional Provisions under the Forms menu.  
*If Additional Provisions are necessary, please click "Save" and the appropriate section will appear in the Forms Menu.*

\* I have read and acknowledge the provisions contained in this section.

1752

 [Top of the Page](#)

Powered by IntelliGrants ®

© Copyright 2000-2021 Agate Software, Inc.

# APPENDIX A



Menu Forms Menu Status Changes Management Tools Related Documents and Messages

[Back](#)

Document Information: [WQR-2019-NHSA-00204](#)

[Details](#)

You are here: > [Water Quality Restoration 2019 Menu](#) > [Forms Menu](#) > Grant Agreement

**ATTACHMENT A-2 FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REQUEST FORM**

**GRANT AGREEMENT BETWEEN  
North Hudson Sewerage Authority  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: WQR-2019-NHSA-00204

**FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) REQUEST FORM**

The NJDEP is required under the Federal Funding Accountability and Transparency Act (FFATA) to collect subrecipient information for Federally funded transactions of \$25,000 or greater.

APPENDIX A

<b>Legal Name of Entity Receiving Subaward</b> North Hudson Sewerage Authority				
<b>DUNS Number</b> 782186696		<b>Parent Entity DUNS Number (if applicable)</b> <input type="text"/>		
<b>Federal Agency*</b> <input type="text" value="USEPA"/>	<b>CFDA No.*</b> <input type="text" value="66.605"/>	<b>Subaward Number</b> WQR-2019-NHSA-00204		
<b>Subaward Amount*</b> <input type="text" value="69389"/>	<b>Transaction Type</b> GRANT	<b>Subaward Obligation Date (to be completed by DEP)</b> <input type="text"/>		
<b>Project Description*</b> <div style="border: 1px solid black; padding: 5px; min-height: 40px;">Implementation of green infrastructures plans for the townships of Weehawken and West New York that are designed to help reduce stormwater overflow of an antiquated Combined Sewer Overflow (CSO) outfalls. Outreach education to residents in the community through demonstration projects placed in areas of public access and at schools.</div>				
<b>Location of Entity Receiving Award*</b>				
<b>City</b> Hoboken	<b>State</b> New Jersey	<b>Zip</b> 07030-9993	<b>County</b> Hudson County	<b>Congressional District</b> <input type="text" value="8"/>
<b>Principal Place of Performance*</b>				
<b>City</b> <input type="text" value="Hoboken"/>	<b>State</b> <input type="text" value="New Jersey"/>	<b>Zip</b> <input type="text" value="07030"/>	<b>County</b> <input type="text" value="Hudson County"/>	<b>Congressional District</b> <input type="text" value="8"/>
<b>City</b> <input type="text"/>	<b>State</b> <input type="text"/>	<b>Zip</b> <input type="text"/>	<b>County</b> <input type="text"/>	<b>Congressional District</b> <input type="text"/>
<b>Reporting of Total Compensation of Subrecipient Executives Required*</b> <input type="radio"/> Yes <input checked="" type="radio"/> No (Click Here for help in determining your response)				
<b>NAME OF AUTHORIZED REPRESENTATIVE</b>		<b>DATE</b>		

Laura DeFuria

12/8/2020

TITLE

Grant Consultant

**By signing this document, the Authorized Representative attests to the information.  
The NJDEP will not endorse the subaward until this form is completed and included in the agreement**

1751



[Top of the Page](#)

Powered by IntelliGrants®

© Copyright 2000-2021 Agate Software, Inc.

# APPENDIX A



Back

Document Information: [WQR-2019-NHSA-00204](#)

Details

You are here: > [Water Quality Restoration 2019 Menu](#) > [Forms Menu](#) > Grant Agreement

**ATTACHMENT A-3 AGREEMENTS FUNDED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)**

**GRANT AGREEMENT BETWEEN  
North Hudson Sewerage Authority  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER:** WQR-2019-NHSA-00204

**I. Federal Requirements**

The Grantee is subject to the OMB Guidance in Subparts A through F of 2 CFR Part 200, as adopted and supplemented by the EPA in 2 CFR Part 1500 and 40 CFR Subchapter B.

The Grantee further agrees to comply with all applicable terms and conditions of the EPA General Terms and Conditions, available at <https://www.epa.gov/grants/grant-terms-and-conditions>.

**II. Lobbying and Litigation**

- A. The Grantee's Chief Executive Officer shall ensure that grant funds awarded under this assistance agreement are not used to engage in lobbying of the Federal Government or in litigation against the U.S. unless authorized under existing law. The Grantee shall abide by the Cost Principles available at 2 CFR 200 which generally prohibits the use of federal grant funds for litigation against the U.S. or for lobbying or other political activities.
- B. The Grantee agrees to comply with Title 40 CFR Part 34, New Restrictions on Lobbying. The Grantee shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- C. In accordance with the Byrd Anti-Lobbying Amendment, any Grantee who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.
- D. Contracts awarded by the Grantee shall contain, when applicable, the anti-lobbying provision as stipulated in the Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.
- E. Pursuant to Section 18 of the Lobbying Disclosure Act, the Grantee affirms either that it is not a nonprofit organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, or affirms that it is a nonprofit organization described in Section 501(c)(4) of the Code but does not and will not engage in lobbying activities as defined in Section 3 of the Lobbying Disclosure Act. Nonprofit organizations exempt from taxation under section 501(c)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards.

**III. Debarment and Suspension**

The Grantee shall fully comply with Subpart C of 2 CFR Part 180 – Responsibilities of Participants Regarding Transactions Doing Business with Other Persons, as implemented and supplemented by Subpart C of 2 CFR Part 1532 – Nonprocurement Debarment and Suspension. The Grantee shall include a similar term or condition in lower tier covered transactions.

**IV. No Discrimination**

The Grantee shall not discriminate, and shall abide by the Civil Rights Obligations as outlined in the EPA General Terms and Conditions, available at <https://www.epa.gov/grants/grant-terms-and-conditions>.

**V. Procurement Requirements**

The Grantee agrees that all goods and services procured under this agreement shall be procured in accordance with the requirements of 2 CFR 200.317-200.326. The Grantee shall fully comply with 40 CFR Part 33 regarding Disadvantaged Business Enterprises (DBEs), as applicable.

**VI. Subcontract Administration Requirements**

A. Contract Terms

Each procurement contract signed by the Grantee as a subrecipient of EPA financial assistance must include provisions under 2 CFR Part 200, Appendix II, as applicable, as well as the following term and condition:

"The contractor shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The contractor shall carry out applicable requirements of 40 CFR part 33 in the award and administration of contracts awarded under EPA financial assistance agreements. Failure by the contractor to carry out these requirements is a material breach of this contract which may result in the termination of this contract or other legally available remedies."

#### B. Good Faith Efforts

The Grantee agrees that it shall make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement:

1. Ensure Disadvantaged Business Entities (DBEs) are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For local government grantees, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
2. Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
3. Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For local government grantees, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
4. Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
5. Use the services and assistance of the Small Business Association (SBA) and the Minority Business Development Agency of the Department of Commerce.
6. If the prime contractor awards subcontracts, require the prime contractor to take the steps in subparagraphs (1) through (5) of this paragraph.

#### C. Fair Share Objectives

Any Grantee whose grant award is greater than \$250,000 for any single agreement, or whose grant award(s) total over \$250,000 in EPA financial assistance in any one fiscal year, shall negotiate fair share objectives with the EPA as required by Subpart D of 40 CFR Part 33.

#### D. Additional Contract Administration Requirements

If applicable,

1. The Grantee must require its prime contractor to pay its subcontractor for satisfactory performance no more than 30 days from the prime contractor's receipt of payment from the Grantee.
2. The Grantee must be notified in writing by its prime contractor prior to any termination of a DBE subcontractor to the convenience of the prime contractor.
3. If a DBE subcontractor fails to complete work under the subcontract for any reason, the Grantee must require the prime contractor to employ the six good faith efforts described in Subparagraph VI.B., above, in soliciting a replacement subcontractor.
4. The Grantee must require its prime contractor to employ the six good faith efforts described in Subparagraph VI.B., above, even if the prime contractor has achieved its fair share objectives.

#### E. Recordkeeping and Reporting Requirements

1. The Grantee must maintain all records documenting its compliance with the requirements of 40 CFR Part 33, including documentation of its and its prime contractors' compliance with the six good faith efforts described in Subparagraph VI.B., above, and data relied upon in formulating its fair share objectives, if applicable. Such records shall be retained in accordance with the record retention requirements of this agreement.
2. Any Grantee whose grant award is greater than \$250,000 for any single agreement, or whose grant award(s) total over \$250,000 in EPA financial assistance in any one fiscal year is required to maintain a bidder's list in accordance with 2 CFR 33.501.
3. The Grantee shall provide the following information for all procurements entered into under this agreement with a Minority Business Enterprise (MBE) or Women's Business Enterprise (WBE): (1) Type of Business Enterprise (MBE/WBE); (2) Dollar Value of the Procurement; (3) Date of Procurement; (4) Type of Product or Service Procured (Construction/Supplies/Services/Equipment); and (5) Name/Address/Phone Number of MBE/WBE Contractor or Vendor. The Grantee shall provide this information to the Department's Contracts and Grant Management Unit, PO Box 420, 428 East State Street, Trenton, NJ 08625, no later than the first week of October for all procurements made during the Federal Fiscal Year prior (October – September). Grantee should direct all questions regarding this requirement to the Contracts and Grant Management Unit at (609) 292-1323.

#### F. Conflicts of Interest

The Grantee shall disclose conflicts of interest to the Department in a manner that, as a minimum, is in accordance with sections 5.0(d) and 7.0(c) of EPA's Conflict of Interest (COI) Policy. EPA's COI Policy is available at <http://www2.epa.gov/grants/epas-financial-assistance-conflict-interest-policy>.

#### VII. Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by the Grantee or the Grantee's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule, available at: <https://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/>, to be adjusted annually, unless a greater amount is authorized by law. The Grantee may, however, pay consultants more than this amount with non EPA funds. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate. This rate does not include transportation and subsistence costs for travel performed (the Grantee will pay these in accordance with its normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in Subpart D of 2 CFR 200 are not affected by this limitation unless the terms of the contract provide the Grantee with responsibility for the selection, direction and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 2 CFR 1500.9.

**VIII. Management Fees**

Management fees or similar charges in excess of the direct costs and approved indirect cost rates are not allowable. The term "management fees or similar charges" refers to expenses added to the direct costs in order to accumulate and reserve funds for ongoing business expenses; unforeseen liabilities; or for other similar costs which are not allowable under this agreement. Management fees or similar charges may not be used to improve or expand the project funded under this agreement, except to the extent authorized as a direct cost of carrying out the scope of work.

**IX. Foreign Entities or Location**

The Grantee shall not make any subaward to or enter into any subcontract under this agreement with a foreign government or international organization and/or that is to be performed in a foreign country.

**X. Cybersecurity Condition**

EPA must ensure that any connections between the Grantee's network or information system and EPA networks used by the Grantee to transfer data under this agreement, are secure.

The Grantee shall comply with the following requirements if the Grantee's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange:

If the Grantee's connections do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the Grantee agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

For the purposes of this paragraph, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

**EPA PO**

Name: \*

Richard Yue

Contact Information: \*


290 Broadway, CASD/DO  
New York, NY 10007  
(212) 637-3424

Check here to enter Additional Provisions (If Additional Provisions are necessary, please click "Save" and the appropriate section will appear in the Forms Menu)

I have read and acknowledge the provisions contained in this section

APPENDIX A

1755

 [Top of the Page](#)

Powered by IntelliGrants®

© Copyright 2000-2021 Agate Software, Inc.



Back

Document Information: [WQR-2019-NHSA-00204](#)

Details

You are here: > [Water Quality Restoration 2019 Menu](#) > [Forms Menu](#) > Grant Agreement

**ATTACHMENT B - APPROVED PROJECT BUDGET**

**GRANT AGREEMENT BETWEEN  
North Hudson Sewerage Authority  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: WQR-2019-NHSA-00204

**APPROVED PROJECT BUDGET**

EXPENSE CATEGORY	TOTAL BUDGET	FEDERAL	STATE	GRANTEE ("MATCH")	OTHER
A. Personnel Costs:					
Salaries	\$0				
Fringe Benefits	\$0				
B. Subcontractors and/or Consultants	\$396,191.18	\$69,388.82		\$96,911.10	\$230,611.18
C. Other Costs (Specify Below):					
Project Construction and Equipment	\$205,809.00			\$205,809.00	
Supplies	\$3,500.00			\$3,500.00	
Community Outreach & Education	\$15,000.00			\$15,000.00	
D. Audit	\$0				
Subtotal Direct Costs	\$620,500.00	\$69,388.82	\$0	\$320,500.00	\$230,611.18
Less: Program Income	\$0	\$0	\$0	\$0	\$0
Total Direct Costs	\$620,500.00	\$69,388.82	\$0	\$320,500.00	\$230,611.18
Indirect Costs (indicate rate <input type="text" value="0"/> ) *	\$0				
<b>TOTAL PROJECT AMOUNT</b>	<b>\$620,500.00</b>	<b>\$69,388.82</b>	<b>\$0</b>	<b>\$320,500.00</b>	<b>\$230,611.18</b>

Match % 106.83%  
Match % of Total Project Amount 0.00%  
Total Grant Amount \$300,000.00

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

- Attachment B-1 - Itemization and Justification of Budget
- Attachment D - Scope of Services
- Attachment D-2 - Grantee's Proposal



# APPENDIX A



[Menu](#) [Forms Menu](#) [Status Changes](#) [Management Tools](#) [Related Documents and Messages](#)

[Back](#)

[SAVE](#) [SAVE/NEXT](#) [NEXT](#) [ADD NOTE](#)

[Details](#)

**You are here:** > [Water Quality Restoration 2019 Menu](#) > [Forms Menu](#) > Grant Agreement

**ATTACHMENT B-1 - ITEMIZATION AND JUSTIFICATION OF BUDGET**

**GRANT AGREEMENT BETWEEN  
North Hudson Sewerage Authority  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: WQR-2019-NHSA-00204**

**ITEMIZATION AND JUSTIFICATION OF BUDGET**

If neither Attachment D - Scope of Services, nor Attachment D-2 - Grantee's Proposal, provides an itemization, explanation, and justification for the Approved Project Budget, they must be provided on this Attachment B-1, Itemization and Justification of Budget.

Salary: \$0.00  
(Salaries and benefits at \$1,500 included in In-Kind Match to cover NHSA Executive Director meeting and process time.)

Fringe: \$0.00  
(see Salary note above)

Contractor/Subcontractor: \$300,000.00  
Contractual costs at \$300,000.00 include costs associated with project construction including all necessary mobilization, labor, materials, and equipment. (Additional \$205,809.00 in project construction and equipment costs will be covered under the In-Kind Match)

Supplies: \$0.00  
(Supplies and incidental costs at \$3,500 included in In-Kind Match to cover unexpected changes in expenses, paper, office supplies.)

Monitoring: \$0.00  
(Monitoring costs included in Engineering fees, which NHSA will be covering as part of the In-Kind Match)

Training: \$0.00

Travel: \$0.00  
(Travel costs included as part of the In-Kind Match)

Audit: \$0.00  
(Audit costs included in GRM fees, which NHSA will be covering as part of the In-Kind Match)

Indirect: \$0.00

1560

[Top of the Page](#)



[NEXT](#) [ADD NOTE](#)

[Menu](#) [Forms Menu](#) [Status Changes](#) [Management Tools](#) [Related Documents and Messages](#)

[Back](#)

Document Information: [WQR-2019-NHSA-00204](#)

[Details](#)

You are here: > [Water Quality Restoration 2019 Menu](#) > [Forms Menu](#) > Grant Agreement

### **ATTACHMENT D-2 - GRANTEE'S PROPOSAL**

**GRANT AGREEMENT BETWEEN  
North Hudson Sewerage Authority  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

0

**GRANT IDENTIFIER: WQR-2019-NHSA-00204**

The Grantee's project proposal, as approved by the Department, is incorporated into this agreement as this Attachment D-2. Except as modified, amended, or supplemented by this agreement, this Attachment D-2 describes the assignment tasks and project work units which the Grantee shall perform and deliver pursuant to this agreement.

[Click here to create PDF of the proposal.](#)

Please upload proposal PDF here:     
[2050\\_1100377-GranteeProposalD-2\(2\).pdf](#)

APPENDIX A

**The following modifications, amendments and/or supplemental language shall supercede that which is in the proposal and shall be performed and delivered by the Grantee pursuant to this agreement:**

0 of 3000

2050

[Top of the Page](#)



SAVE SAVE/NEXT NEXT ADD NOTE

Menu Forms Menu Status Changes Management Tools Related Documents and Messages

Back

Document Information: [WQR-2019-NHSA-00204](#)

Details

You are here: > [Water Quality Restoration 2019 Menu](#) > [Forms Menu](#) > Grant Agreement

**ATTACHMENT G - STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM**

**GRANT AGREEMENT BETWEEN  
North Hudson Sewerage Authority  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: WQR-2019-NHSA-00204**

**STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM**

1  
If Grantee is a governmental agency, complete Section A. If Grantee is a non-governmental Agency, complete Section B.  
This selection should be made automatically for you. If it is not correct, please contact the NJDEP Grant Officer.  
Other Gov't Agency/Authority

**Section A: Governmental Agency**

I, , am the  of .

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:** 12/9/2020 **Name:** Linda Kish

2054

[Top of the Page](#)

Powered by IntelliGrants®

© Copyright 2000-2021 Agate Software, Inc.

**STATE OF NEW JERSEY  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GENERAL TERMS AND CONDITIONS  
Revised: February 2019**

**I. 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. The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625. Such laws, rules, regulations, and policies include, but are not limited to, the following, where applicable:

**A. Prevailing Wage Act**

The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., is hereby made part of this agreement, if 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 and Workforce Development, for violation of the provisions of the Prevailing Wage Act. The Grantee further 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 Act, 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 website at: [http://lwd.dol.state.nj.us/labor/wage/wage\\_rate.html](http://lwd.dol.state.nj.us/labor/wage/wage_rate.html). The prevailing 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 employed by the Grantee or any subcontractor covered by said agreement, has been paid a rate of wages less than the prevailing wage required to be paid by such agreement, 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. N.J.S.A. 34:11-56.27.

**B. Diane B. Allen Equal Pay Act**

Pursuant to N.J.S.A. 34:11-56.14(a), a Grantee providing "qualifying services", as defined therein, to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development information regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category.

Pursuant to N.J.S.A. 34:11-56.14(b), a Grantee performing "public work", as defined therein, for the State or any agency or instrumentality of the State shall provide the Commissioner, through certified payroll records required pursuant to N.J.S.A. 34:11-56.25 et seq., information regarding the gender, race, job title, occupational category, and rate of total compensation of every employee of the employer employed in the State in connection with the agreement, throughout the duration of the agreement, with an update to the information whenever payroll records are required to be submitted.

For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

**C. Public Works Contractor Registration Act**

Pursuant to N.J.S.A. 34:11-56.48 et seq., all Grantees and subcontractors must first be registered with the New Jersey Department of Labor and Workforce Development. 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 and Workforce Development, for violation of the provisions of the Public Works Contractor Registration Act. The Grantee further 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 Public Works Contractor Registration Act, where required. Any questions regarding the registration process can be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

D. Laws Against Discrimination

The Grantee or subcontractor, where applicable, shall not discriminate, and shall abide by all anti-discrimination laws, including, but not limited to, Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d-2000d-4; the discrimination and affirmative action provisions of N.J.S.A. 10:2-1 et seq.; the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq.; and all rules and regulations promulgated pursuant thereto, as amended and supplemented from time to time, including but not limited to, N.J.A.C. 17:27-1.1, et seq. 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.

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

E. 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.

F. The Worker and Community Right to Know Act

The Grantee and any subcontractors it might employ to perform work covered under this Agreement shall comply with the provisions of N.J.S.A. 34:5A-1 et seq., and all laws which require the labeling of all containers of hazardous substances.

G. 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.

H. Federal and State Documents Incorporated by Reference

The following documents are, by this reference, requirements 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. Appendix XI to Part 200 – Compliance Supplement (2 CFR Pt. 200, App. XI)
5. Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid; and,
6. State Grant Compliance Supplement, available at:  
<http://www.state.nj.us/treasury/omb/publications/grant/index.shtml>.

I. 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).

II. Insurance

The Grantee shall maintain, in force for the term of this agreement, insurance as provided herein. The 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. The certificates of insurance shall indicate the grant number and title of the grant in the "Description of Operations" box. All policies must be endorsed to provide thirty (30) days' written notice of cancellation or material change to the Department at the following address: PO Box 420, 428 East State Street, 4th Floor, Trenton, NJ 08625-0420. If the Grantee's insurer cannot provide thirty (30) days written notice, then it will become the obligation of the Grantee to provide same. 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. Renewal certificates shall be provided within thirty (30) days of the expiration of the insurance. No payments shall 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 the State of New Jersey as an "Additional Insured" and include the blanket additional insurance endorsement or its equivalent. The policy shall include coverage for contractual liability and 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 or its equivalent currently in use in the State of New Jersey, which has not been circumvented by any endorsement limiting the breadth of the coverage.
- B. Automobile Liability Insurance, which shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per accident as a combined single limit. The State of New Jersey must be named as an "Additional Insured" and include the blanket additional insurance endorsement or its equivalent when the services being procured involve vehicle use on the State's behalf or on State controlled property.
- 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.
- D. These amounts may be raised when deemed necessary by the Department.

III. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, damages) arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage.

The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee. The Grantee's indemnification and liability set forth herein is not limited by but is in addition to the insurance obligations contained in Section II above.

In the event of a patent and copyright claim or suit, the Grantee, at its option and sole expense, may (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the expended grant amount less a reasonable allowance for use that is agreed to by both parties.

This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

#### **IV. 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, in whole or in part, except as may be provided for in this agreement or with the express written approval of the Department. Such approval, if granted, shall not relieve the Grantee of any of its responsibilities under this agreement.

- A. The Grantee shall submit to the Department a completed copy of Attachment F - Subcontractor List. The Grantee shall have a continuing obligation to update Attachment F - Subcontractor List during the course of this agreement. A complete and accurate list shall be submitted to the Department before final payment is made.
- 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 II of Attachment A - Authorization 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 ensure that any subcontract(s) entered into under this agreement meet(s) all applicable Federal requirements including, but not limited to, those delineated in 2 CFR Parts 25, 170, 175, 176, 180, 182, 200 and Appendix II to Part 200.
- E. 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.
- F. 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.
- G. Nothing contained in the Grantee's application or this agreement shall be construed to create a contract or privity of contract between the Department and any of the Grantee's contractors or subcontractors.

#### **V. 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.

**VI. 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.

**VII. 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.

**VIII. Method of Payment**

A. Payment under this agreement will be made upon submission by the Grantee of a properly executed Expenditure Report 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 (i) submitted an Advance Payment Form (Attachment B-2) with an appropriate justification for the requested advance payment(s); and (ii) submitted a properly executed Expenditure Report.
2. Progress payments shall be made by the Department on a periodic basis as set forth in Section III(B) of Attachment A, Method of Payment, only upon receipt of a properly executed Expenditure Report and receipt of the required financial and narrative report described in Section XV of the General Terms and Conditions - Financial and Performance Reporting. 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 in Section III(B) of Attachment A, Method of Payment.
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.

**IX. 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.

**X. 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.

**XI. 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.

**XII. 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 XIX 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 XXIV(E) of this Part.

**XIII. 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 XIV 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.

#### **XIV. 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.

- 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.

**XV. Financial and Performance Reporting**

- A. Attachment B - Approved Project Budget, is the approved financial plan to carry out the purpose of this agreement. The budget shall be itemized to disclose specifically the agreement tasks and project activities to be funded.
- B. The Grantee shall submit Expenditure Reports 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.
- C. 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 41 CFR 200.78.

- D. 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.
- E. Extensions of reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement.
- G. If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

**XVI. 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.

**XVII. 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 shall be made in accordance with applicable Federal and State requirements, and as to whether the Grantee has complied with Federal and State statutes, regulations, and the terms and conditions of any award. 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. Where an audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action. As 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 08646-0420 and the Granting Agency identified in the Grant Award Data Section.
- E. The provisions of this Section XVII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

**XVIII. Grant Agreement Amendment**

If the Grantee wants to amend this grant, they 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. The completed amendment form must be executed by authorized representatives of both parties in the same manner as this agreement, unless the amendment is of the types described in subparagraphs A, B, C, or D below. If the amendment is of the types described in subparagraphs A, B, C, or D below, then the Grant Officer may execute the amendment form by signing same in the designated place, and execution by authorized representatives of the Grantee or Department will not be required. However, any amendment to the Scope of Services, including but not limited to any increase in the amount of the Approved Budget, must be memorialized by a completed amendment form, 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 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 reason why the original personnel/subcontractor 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.

## **XIX. 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 time frames prescribed by this agreement. The Department may permit extensions when requested in writing by the Grantee;
- B. Extensions to the due date of the final report shall be made in accordance with Section XVIII of the General Terms and Conditions – Grant Agreement Amendment.
- C. Unless otherwise specified, the Grantee shall, within thirty (30) days of the end of the Work Period, liquidate all obligations incurred under this agreement.
- D. 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).
- E. The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department, within thirty (30) days after the request.
- F. 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 XVII of this Part – Audit Requirements.
- G. The Grantee shall account for any property acquired with agreement funds or received from the Department in accordance with Section VII of this Part - Property Management Standards.

- H. The Department may negotiate agreement(s) with the Grantee regarding appropriate use of program income earned after the Work Period.
- I. The Grantee shall comply with any additional closeout procedures, Federal or otherwise, applicable to this agreement, and/or identified by the Department as necessary.
- J. The Department retains the right to request any additional information necessary to close out this project and may retain any final payment until closeout procedures are completed on the part of the Grantee.

**XX. Termination, Expiration, and Suspension**

- A. The following definitions shall apply for the purposes of this Section XX, 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. 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 no less than thirty (30) days written notice to the Grantee.
- C. 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 (1) suspend this agreement and withhold further payments; (2) prohibit the Grantee from incurring additional obligations of grant funds pending corrective action; or (3) decide to terminate this agreement, in whole or in part, upon ten (10) days written notice, in accordance with Subsection (d) below.
- D. If the Department suspends or terminates this agreement, an equitable adjustment in grant payments 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. Additionally, the Department may, at its sole discretion, allow Grantee to incur additional costs that could not be reasonably avoided.
- E. 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. Both 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.
- F. The closeout procedures described in Section XIX of this Part - Closeout Procedures, shall apply in all cases of termination of this agreement.

**XXI. 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 XXI shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

**XXII. Record Retention**

- A. The Grantee shall retain records relevant to this agreement, including but not limited to, 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.
  - 3. When the Grantee is notified in writing by the Department to extend the retention period.
- 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 XXII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

**XXIII. Approvals and Authorizations**

- A. Unless specifically stated otherwise, whenever 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.

**XXIV. 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: If 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 in the Grant Award Data section 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 XX of the General Terms and Conditions – Termination, Expiration and Suspension.
- 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.

# APPENDIX A