

**GRANT AGREEMENT
BETWEEN**

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

GRANT IDENTIFIER:

PART 1: GENERAL TERMS AND CONDITIONS

- I. Grant Award Data and Signatures
- II. Compliance with Existing Laws and Policies
- III. Insurance
- IV. Indemnification
- V. Assignments and Subcontracts
- VI. Availability of Funds
- VII. Procurement Standards
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- IX. Method of Payment
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- XIII. Program Income
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- XVII. Monitoring Performance
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- XIX. Agreement Amendment
- XX. Closeout Procedures
- XXI. Termination, Expiration, and Suspension
- XXII. Access to Records
- XXIII. Record Retention
- XXIV. Approvals and Authorizations
- XXV. Miscellaneous Provisions

PART 2: ATTACHMENTS*

- | | | | |
|--------|--|------------------------------|-----------------------------|
| A. | Additional Provisions and Special Modifications | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| A-1. | Additional Provisions for Federally Funded Agreements. | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| A-1-A. | Certification of Lobbying and Disclosure of Lobbying Activities. | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| A-2. | Federal Funding Accountability and Transparency Act (FFATA) Request Form | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| A-3. | U.S. Environmental Protection Agency Funded Agreements | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| A-4. | Community Development Block Grant (CDBG) Funded Projects | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| A-4-A. | Non-Disclosure Agreement - CDBG Funded Projects | yes | no |
| B. | Approved Project Budget | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| B-1. | Itemization and Justification of Budget. | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| B-2. | Advance Payment. | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| C. | Expenditure Report | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| D. | Scope of Services | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| D-1. | Project Requirements. | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| D-2. | Grantee's Proposal | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| E. | <input type="checkbox"/> Governing Body Resolution.. <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> LLC Resolution | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| F. | Subcontractor Certification | <input type="checkbox"/> yes | <input type="checkbox"/> no |
| G. | Statement of Adequacy of Accounting System | <input type="checkbox"/> yes | <input type="checkbox"/> no |

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

I. Grant Award Data and Signatures

Federal Award Information for Subaward

Federal Awarding Agency:
Federal Award Name:
Federal Award Identification Number (FAIN):
Federal Award Date:
Total Amount of the Federal Award:
Federal Award Project Description:
Indirect Cost Rate for Federal Award:

Grantee's Name: (the "Grantee")

Address:

Vendor ID #:

DUNS # (required only for Federally-funded awards):

Financial Officer's - Name:

Title: (the "Chief Financial Officer")

The State of New Jersey (The "State")

Department of Environmental Protection (the "Department" or the "DEP")

Granting Agency's – name: (the "Granting Agency")

- address:

Grant Officer's - name: (the "Grant Officer")

email address:

phone number:

TITLE OF GRANT:

AMOUNT OF GRANT:

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

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

Total Amount of Federal Award Committed to Subrecipient:

WORK PERIOD: The “effective date” of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The “Work Period” for this grant commences on _____ or the effective date, whichever is earlier later, and runs for a period of _____ thereafter, until _____. Grant funds may be used only to satisfy obligations which arise during the Work Period.

PURPOSE AND AUTHORITY: Grant Project to be funded:

Statutory Authority for this Grant:

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

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

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STATE AND GRANTEE APPROVAL SIGNATURES**APPROVED AS TO LEGAL FORM**

For the State: *

For the Grantee **

(signature)_____
(signature)_____, Deputy Attorney General
(print name)_____, Attorney for Grantee
(print name)

Date: _____

Date: _____

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

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

APPROVAL OF GRANTING AGENCY_____
(print name of Granting Agency; all capitals)By: _____
(signature)_____
(print name)_____
(print title)

Date: _____

EXECUTION SIGNATURES

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

SIGNED

(print Grantee's name; all capitals)

By: _____
(signature)_____
(Print name)_____
(print title)

Date: _____

COUNTERSIGNED:**THE STATE OF NEW JERSEY**

By: The DEP

By: _____
(signature)_____
(print name)_____
(print title; Commissioner or authorized delegate)

Date: _____

II. Compliance with Existing Laws and Policies

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

A. Prevailing Wage and Public Works Contractor Registration Acts

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

If applicable:

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

B. Laws Against Discrimination

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

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

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

C. Laws Prohibiting Solicitation

If applicable, the Grantee represents and warrants that: (1) no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15; and (2) it has neither made nor knows of any payments or gratuities made in violation of N.J.S.A. 52:34-19.

D. The Worker and Community Right to Know Act

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

E. Licenses and Certifications

The Grantee warrants that it will obtain and maintain during the term of this agreement all licenses, certifications, authorizations, or any documents required by the Federal, State, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the Department of any disciplinary action or change in the status of any license, permit, or other authorization required by law or this agreement.

F. Federal Requirements

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

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

G. State Requirements

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

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

H. Miscellaneous

The Grantee represents and warrants that, if applicable:

1. it is and will remain in full compliance with N.J.S.A. 14A:13-1 et seq. and N.J.S.A. 15A:13-1 et seq.(both regarding out-of-state corporations); and,
2. it is and will remain in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts).

III. Insurance

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey with an A-VIII or better rating by A.M. Best & Company, or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

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

IV. Indemnification

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

V. Assignments and Subcontracts

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

- A. As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment F - Subcontractor Certification, to be provided, as applicable.
- B. The Grantee shall secure from the subcontractor and shall submit to the Department a copy of the subcontractor's New Jersey Business Registration Certificate.
- C. The Grantee shall be responsible for the subcontractor's performance, compliance with all applicable terms, conditions and requirements of this agreement, and compliance with all applicable laws.
- D. The Grantee shall be responsible for any claims arising out of any subcontract hereunder, and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.
- E. If applicable, the Grantee shall provide, on a monthly and cumulative basis, a breakdown in accordance with the Approved Project Budget, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, PO Box 628, Trenton, NJ 08646.
- F. Nothing contained in the Grantee's application or this agreement shall be construed to create a contract between the Department and any of the Grantee's contractors or subcontractors.

VI. Availability of Funds

- A. The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The Grantee recognizes and agrees that both the initial provision of funding and any continuation of such funding under this agreement are expressly dependent upon the availability to the Department of funds appropriated by the State Legislature, Federal revenue, or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the unavailability of funds or the State Legislature's failure to appropriate the necessary funds.
- B. The parties understand that, at this time, this agreement is either fully or partly funded, as designated in Section II of Attachment A – Availability of Funds.

VII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in a manner consistent with all applicable Federal and State requirements. All applicable Federal and State requirements shall be incorporated into any subcontracts under this agreement.

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

VIII. Property Management Standards

Property furnished by the Department or acquired in whole or in part with Federal or Department funds, or whose cost was charged to a project supported by Federal or Department funds, shall be utilized and disposed of in a manner consistent with State and/or Federal requirements, as applicable.

IX. Method of Payment

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

X. Interest

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

XI. Allowable Costs

- A. Use of Funds - Grant funds are to be used solely for the purpose(s) described in the approved project Scope of Services appended to this agreement (Attachment D), and may not be used to satisfy any obligation arising outside the Work Period of this agreement. Reimbursement may be obtained only for costs described in the Approved Project Budget appended to this agreement (Attachment B). The Grantee shall follow and comply with all applicable State and Federal laws governing the use of grant funds, and shall not utilize grant funds to undertake any activity for any purpose other than as set forth in this agreement.
- B. Disallowed Costs - Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails to timely return the funds or appeals the disallowed costs, an interest charge shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. The interest shall continue to accrue while any appeal is underway. If the Grantee is successful in its appeal, the accrued interest will be canceled.

XII. Matching and Cost Sharing Requirements

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

XIII. Program Income

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

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

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

XIV. Special Grant Conditions for "High Risk" Grantees

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

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

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

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

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

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

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

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

XV. Financial Management System

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

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

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

XVI. Financial and Performance Reporting

- A. The Grantee shall submit Expenditure Reports (Attachment C) on a periodic basis as prescribed in Section VI of Attachment A – Financial and Performance Reporting, which compare actual expenditures with the Approved Project Budget (Attachment B). Expenditure Reports must be certified by the Grantee's Financial Officer.
- B. The Grantee shall submit performance reports on a periodic basis as prescribed in Section VI of Attachment A – Financial and Performance Reporting. Performance reports shall present the following information for each task under this agreement:
1. a comparison of actual accomplishments to the objectives established in Attachments D, Scope of Services; D- 1, Project Requirements; and D-2, Grantee's Proposal, for the reporting period,
 2. reasons why established goals were not met or tasks were not completed as scheduled, if appropriate, and
 3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.

Performance reports shall include all available and relevant, quantitative data pertaining to production of project work units, completion of agreement tasks, and actual costs for each unit or task. Additionally, performance reports for Federally-funded agreements shall be completed in accordance with 2 CFR 200.328.

- C. The Grantee shall submit final Expenditure and performance reports on its overall performance under this agreement, as prescribed in Section VI of Attachment A – Financial and Performance Reporting.

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

XVII. Monitoring Performance

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

XVIII. Audit Requirements

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

Grantees that expend less than \$750,000 in Federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or Federal financial assistance within their fiscal year must have either a financial statement audit or a program-specific audit performed in accordance with Generally Accepted Government Auditing Standards, Subpart F of 2 CFR Part 200 – Audit Requirements, and State Policy.

- C. The Grantee is responsible for follow-up and corrective action on all audit findings. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- D. Copies of all audit reports involving this agreement must be sent to the Department's Internal Audit Unit at PO Box 420, 428 East State St, Trenton, NJ 08625-0420 and the Granting Agency identified in Section I of this agreement, Grant Award Data and Signatures.
- E. The provisions of this Section XVIII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

XIX. Grant Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer designated in Section VIII of Attachment A - Agreement Amendment. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, with the following exceptions: If the amendment is of the type described in Subparagraph A, B, C, or D, below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by authorized representatives of the parties will be required. Any amendment to the Scope of Services to be performed by the Grantee, including any increase in the amount of the Approved Budget, must be memorialized by a completed amendment form, formally executed by authorized representatives of both parties.

- A. The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total agreement amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, Work Period, objective, or deliverables, and, for Federally-funded agreements, provided that such costs are allowable and that the transfer would not require the Department to seek Federal Agency approval pursuant to 2 CFR Part 200 or the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal Law. If the total agreement amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500.
 1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular final cost objective or that can be directly assigned to activities relatively easily with a high degree of accuracy.
 2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.
- B. The Department may reduce the Approved Project Budget and the Scope of Services so that they fairly reflect anticipated project expenditures and progress if:
 1. The Department notifies the Grantee that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
 2. The Department notifies the Grantee at least thirty (30) days in advance of any reduction,
 3. After consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
 4. The Department considers the Grantee's fixed costs when making any reduction.
- C. The Grant Officer may approve no-cost time extensions to the Work Period or the due date of the final report in increments of six months or less, but not beyond any applicable time period for expending the source of funding. Written justification and documentation evidencing the need to extend the Work Period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the Work Period. The amendment form (DEP-076) documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Grant Officer may approve proposed Grantee substitutions to the personnel and/or subcontractors identified and approved for this agreement, provided that, for Federally-funded agreements, the substitution would not require the Department to seek Federal Agency approval pursuant to 2 CFR Part 200 or the appropriate Federal Agency Regulations for Grants and Agreements and Federal Agency Regulations, whichever would be applicable under Federal Law. The Grantee must submit a written request to the Department which includes:
 1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
 2. Vitae/credentials which demonstrate that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
 3. A declaration that the substitution will be provided at no additional cost to the State.

XX. Closeout Procedures

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

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

XXI. Termination, Expiration, and Suspension

- A. The following definitions shall apply for the purposes of this Section XXI, Termination, Expiration, and Suspension.
 1. Termination - The "termination" of this agreement shall mean the cancellation of assistance, in whole or in part, any time prior to the end of the Work Period.
 2. Expiration Date - The "expiration date" of this agreement is the date upon which the parties have fully performed under this agreement, or any applicable timeframe for expending the source of funding has expired.
 3. Suspension - The "suspension" of this agreement shall mean a temporary cessation of State support or assistance pending corrective action by the Grantee or pending a decision by the Department to terminate this agreement.
- B. If the Grantee fails to comply with any term, condition, requirement, or provision of this agreement, or fails to make sufficient progress so as to reasonably ensure completion of performance within the time frames set forth in this agreement, the Department may suspend this agreement and withhold further payments, prohibit the Grantee from incurring additional obligations of grant funds pending corrective action, or decide to terminate this agreement in accordance with Subsection XXI(D), below.
- C. Notwithstanding any provision or language in this agreement to the contrary, the Department may terminate this agreement at any time, in whole or in part, for the convenience of the State, upon written notice to the Grantee.
- D. If the Department determines that the Grantee has failed to comply with any term, condition, requirement, or provision of this agreement, or fails to make sufficient progress so as to reasonably ensure completion of performance within the time frames set forth in this agreement, the Department may terminate this agreement, in whole or in part, upon written notice to the Grantee.
- E. If the Department suspends or terminates this agreement, an equitable adjustment in grant payment shall be made to the Grantee for reasonable, nonrefundable expenditures or contractual obligations incurred by the Grantee which cannot be canceled for commitments made prior to the effective date of such suspension or termination, not in anticipation of it, and which would have been allowable had this agreement not been suspended or terminated.
- F. The Department and the Grantee may terminate this agreement, in whole or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the date on which the termination shall take effect and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.

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

XXII. Access to Records

- A. The Grantee agrees to make available to the Department, the Office of the State Comptroller, any other State auditor, and any of their duly authorized representatives, and, for Federally-funded agreements, any Federal agency whose funds are expended in the course of this agreement, Inspectors General, and the Comptroller General of the United States, and any of their duly authorized representatives, such pertinent records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations under this agreement.
- B. Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However, the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.
- D. The State reserves the right to have access to all work papers produced in connection with audits made by the Grantee or by independent certified public accountants or municipal accountants hired by the Grantee to perform such audits.
- E. The provisions of this Section XXII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

XXIII. Record Retention

- A. The Grantee shall retain records relevant to this agreement, including financial and programmatic records, supporting documents, and statistical records, for a period of seven (7) years from the date of last payment under this agreement, or such longer period as any applicable State or Federal statute may require, except:
1. If any litigation, claim, or audit is started before the end of the seven-year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 2. Records for nonexpendable property acquired with Federal or Department funds shall be retained for seven (7) years after final disposition.
- B. The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value, and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.
- C. The provisions of this Section XXIII shall continue in full force and effect after the termination, expiration, or suspension of this agreement.

XXIV. Approvals and Authorizations

- A. Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.
- B. If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency, or of the municipality or county, authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution, or authorization is received.
- C. If the Grantee is neither a government agency nor a corporation, and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

XXV. Miscellaneous Provisions

- A. Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.
- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be: (1) the General Terms and Conditions of this agreement; (2) the Project Requirements (Attachment D-1), (3) any State Agency application form or specific correspondence describing the project and/or soliciting a Grantee proposal; (4) the Scope of Services (Attachment D); and (5) the Grantee's proposal (Attachment D-2). However, consistency with State and Federal law, as applicable, shall always have precedence in any conflict with the terms of this agreement.
- C. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by this agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.
- D. Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in this agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- E. Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention, apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same, subject to any Federal interest, as applicable. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- F. Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- G. Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.
- H. Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement, which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.
- I. Successors and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assignee of the Grantee.
- J. Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which, taken together, shall constitute one and the same instrument.
- K. Notices: All notices, certificates, and other documents ("notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown on Page 1 of this agreement, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and, if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.
- L. Waiver of Breach: A waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- M. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- N. Waiver of Jury Trial: In the event of litigation, the Grantee waives any right it may have to a trial by jury.
- O. Change in Tax Status: Unless a government agency, the Grantee shall notify the Department immediately should there be any change or expected change in the Grantee's tax status as recognized by the U.S. Internal Revenue Service.

- P. Change in Ownership: If, during the term of this agreement, the Grantee shall merge with or be acquired by another entity, change or dissolve its business or corporate structure, or otherwise change ownership, the Grantee shall provide notice to the Department in the manner provided by this agreement within thirty (30) days of said change, and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this Subparagraph shall constitute cause for termination in accordance with Section XXI of this Part.
- Q. Applicability of Provisions Excluded from the Agreement: Failure to expressly reference any applicable Federal or State regulation, statute, public law, Executive Order, agency directive or OMB Circular will not exempt either party from compliance with such applicable law or regulation, and all applicable provisions not included will be deemed as inserted herein.

**GRANT AGREEMENT
BETWEEN**

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

ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

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

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

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

1. comprehensive general liability

- ☐ insurance
- ☐ self-insurance
- ☐ not required

2. automobile liability

- ☐ insurance
- ☐ self-insurance
- ☐ not required

3. worker's compensation

- ☐ insurance
- ☐ self-insurance
- ☐ not required

4. employer's liability

- ☐ insurance
- ☐ self-insurance
- ☐ not required

B. Certificates of insurance or documentation of self-insurance

- ☐ are on file with the Department.
- ☐ will be forthcoming within 30 days after the effective date of this agreement.
- ☐ are not required

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

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

Based upon funds available to the Department in the State's fiscal year, this agreement is

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

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

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

NOTE: No payment can be made unless an Expenditure Report (Attachment C) is submitted with appropriate justification, receipts, etc. and all reporting requirements are met as specified in this agreement.

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

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

V. Certification of Adequacy of Accounting System (See Section XV of the General Terms and Conditions of this agreement - Financial Management System.)

- A. Attachment G - Statement of Adequacy of Accounting System
must be completed by the Financial Officer identified in Section I of the General Terms and Conditions of this agreement - Grant Award Data and Signatures.
is not required.
- B. Expenditure Reports shall be prepared in a manner consistent with the Grantee's normal accounting records, which are kept on
a cash basis.
an accrual basis.
modified accrual basis.
(other, specify)

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

- A. All Expenditure Reports must be certified by the Financial Officer.
- B. Periodic Expenditure Reports shall be submitted
☐ on a _____ (e.g. mo./qtr.) basis, no later than _____ days immediately following the end of the Work Period.
☐ (other, specify) _____, but no later than the due date of the final Expenditure Report.
- C. Performance reports shall be submitted on a _____ (e.g. qtr./annual) basis. These reports should be submitted no later than _____ days after the end of each reporting period.
- D. Final Expenditure and performance report, shall be submitted by the Grantee no later than _____ days after
the Grantee's completion of all agreement tasks
the end of the Work Period

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

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

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

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

C. Copies of all audit reports must be submitted to DEP, Internal Audit Unit at PO Box 420, 428 East State St., Trenton, NJ, 08625-0420 and to the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, not later than nine months after the close of the Grantee's fiscal year.

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

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

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

A. The Grantee is

- ☐ a local government agency.
☐ a New Jersey corporation.
☐ an out-of-state corporation.
☐ (other, specify).

B. Appended hereto as Attachment E - Governing Body Resolution, Corporate Resolution or LLC Resolution, is

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

C. A certificate of authority for Grantee's subcontractors to do business in New Jersey
will be submitted.
is not applicable.

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

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X. Modifications to General Terms and Conditions

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

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

**GRANT AGREEMENT
BETWEEN**

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

GRANT IDENTIFIER:

ADDITIONAL PROVISIONS FOR FEDERALLY FUNDED AGREEMENTS

I. Required Certification

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

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

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

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

III. Federal Funding Accountability and Transparency Act Reporting

- A. Unless exempt pursuant to Subparagraph (1)(d) of 2 CFR Part 170 Appendix A (gross income under \$300,000), 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, by the end of the month following the month in which this agreement is executed. For example, if this agreement is made on any date during the month of October of a given year (i.e. between October 1 and 31), the Grantee must report any required compensation information by November 30 of that year.
- C. Definitions applicable to this reporting requirement can be found at Appendix A to 2 CFR Part 170.

IV. Debarment and Suspension

- A. The Grantee shall fully comply with Subpart C of 2 CFR Part 180 – Responsibilities of Participants Regarding Transactions Doing Business with Other Persons and, further, pass the requirement to comply to each person with whom the Grantee enters into a covered transaction at the next lowest tier.
- B. The Grantee acknowledges that failing to disclose information as required at 2 CFR 180.355 may result in the delay or negation of this agreement, or pursuit of legal remedies, including suspension and debarment.

V. Restrictions on Lobbying

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

VI. Trafficking Victim Protection Prohibition Statement

- A. As a subrecipient of a Federal award, the Grantee, if a private entity, must comply with the following award term:
 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. Eligible Workers

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

VIII. Drug Free Workplace Compliance

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

IX. Equal Employment Opportunity

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

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

1. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

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

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

X. Federal Labor Standards

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

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

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

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

XI. Rights to Inventions

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

XII. Environmental Regulatory Compliance

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

XIII. Procurement of Recovered Materials

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

XIV. Federal Funding of Conferences

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

XV. Additional Provisions

**GRANT AGREEMENT
BETWEEN**

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

GRANT IDENTIFIER:

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS,
LOANS, AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

As the duly authorized representative of the Grantee, I hereby certify that the Grantee will comply with the above applicable certification.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

NOTE: This Certification must be completed if the amount of Federal funding under this agreement is greater than \$100,000, as indicated in Section I of the General Terms and Conditions of this agreement (page 1), unless the Grantee has already certified as part of its application for grant funding. The Grantee shall similarly require its subcontractor(s) to complete this Certification if the amount of Federal funding under the subcontract is greater than \$100,000. Where this Certification is required, the Grantee and its subcontractor(s) shall complete Standard Form-LLL, as appropriate.

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB
0348-0046

(See reverse for public burden disclosure.)

1. Type of Federal Action:

- ☐ a. contract
☐ b. grant
c. cooperative agreement
d. loan
e. loan guarantee
f. loan insurance

2. Status of Federal Action:

- ☐ a. bid/offer/application
b. initial award
c. post-award

3. Report Type:

- ☐ a. initial filing
b. material change

For Material Change Only:

year _____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity:

- ☐ Prime ☐ Subawardee
Tier _____, if known:

Congressional District, if known:

6. Federal Department/Agency:

5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:

Congressional District, if known:

7. Federal Program Name/Description:

CFDA Number, if applicable:

8. Federal Action Number, if known:

9. Award Amount, if known:

\$

10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):

b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):

\$ _____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):

- ☐ a. cash
☐ b. in-kind; specify: nature _____
value _____

13. Type of Payment (check all that apply):

- ☐ a. retainer
☐ b. one-time fee
☐ c. commission
☐ d. contingent fee
☐ e. deferred
☐ f. other; specify: _____

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A attached:

☐ Yes ☐ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form-LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity(item 4) to the lobbying entity(item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

Federal Funding Accountability and Transparency Act (FFATA) Request Form

New Jersey Department of Environmental Protection (NJDEP)

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.

Legal Name of Entity Receiving Subaward				
DUNS Number		Parent Entity DUNS Number (if applicable)		
Federal Agency (see pg. 1)	CFDA No. (see pg. 1)	Subaward Number		
Subaward Amount	Transaction Type (Grant/ Loan/Contract) GRANT	Subaward Obligation Date (to be completed by DEP)		
Project Description				
Location of Entity Receiving Award				
City	State	Zip+ 4	County	Congressional District
Principal Place of Performance				
City	State	Zip+ 4	County	Congressional District
Reporting of Total Compensation of Subrecipient Executives Required <input type="checkbox"/> Yes <input type="checkbox"/> No				
NAME OF AUTHORIZED REPRESENTATIVE		TITLE		
SIGNATURE OF AUTHORIZED REPRESENTATIVE		DATE		

**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**

**GRANT AGREEMENT
BETWEEN**

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

GRANT IDENTIFIER:

ADDITIONAL PROVISIONS FOR:

AGREEMENTS FUNDED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY (EPA)

I. Debarment and Suspension

Grantee shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Grantee is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Grantee is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Grantee acknowledges that failing to disclose the information required under 2 CFR 180.335 may result in the delay or negation of this assistance agreement, or pursuance of legal remedies, including suspension and debarment.

Before entering into a covered transaction, Grantee must notify the Department whether contractor or any of the principals for that covered transaction:

- A. Are presently excluded or disqualified;
- B. Have been convicted within the preceding three years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against you for one of those offenses within that time period;
- C. Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses listed in 2 CFR 180.800(a); or
- D. Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

In addition, before entering into a covered transaction with another person at the next lower tier, Grantee must verify that the person with whom you intend to do business is not excluded or disqualified. You do this by:

- A. Checking SAM Exclusions; or
- B. Collecting a certification from that person; or
- C. Adding a clause or condition to the covered transaction with that person.

Contractors may access suspension and debarment information at: <http://www.sam.gov>. This system allows contractors to perform searches determining whether an entity or individual is excluded from receiving Federal assistance. This term and condition supersedes EPA Form 5700-49, "Certification Regarding Debarment, Suspension, and Other Responsibility Matters."

II. Utilization of Disadvantaged Business Enterprises (DBE)

The Grantee shall fully comply with the requirements of 40 CFR Part 33. See also the USEPA Office of Small Business Program at <http://www.epa.gov/osbp/grants.htm> for more information and required forms.

- A. Pursuant to 40 CFR, Section 33.301, the Grantee agrees to make the following good faith efforts whenever procuring construction, equipment, services and supplies under an EPA financial assistance agreement, and to ensure that subrecipients, loan recipients, and prime contractors also comply. Records documenting compliance with the six good faith efforts shall be retained:
 - (1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and Local and Government recipients, 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 Indian Tribal, State and local Government recipients, 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 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 paragraphs (1) through (5) of this section.
- B. The Grantee agrees to complete and submit EPA Form 5700-52A, "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements" beginning with the Federal fiscal year reporting period the recipient receives the award and continuing until the project is completed. Only procurements with certified MBE/WBEs are counted toward a recipient's MBE/WBE accomplishments. The reporting period is semiannual, with reporting periods ending March 31st and September 30th. The reports must be submitted within 30 days of the end of the semiannual reporting periods, April 30th and October 30th.

Entities receiving financial assistance agreements to capitalize a revolving loan fund are required to submit their MBE/WBE participation reports on a semiannual basis to the State of New Jersey Department of Environmental Protection, rather than to the U.S Environmental Protection Agency (USEPA).

- C. The Grantee agrees to comply with the contract administration provisions of 40 CFR 33.302.
- D. The Grantee, receiving a total of more than \$250,000 in USEPA financial assistance in any given fiscal year, agrees to create and maintain a bidders list. Entities receiving financial assistance agreements to capitalize a revolving loan fund are required to create and maintain a bidders list if the recipient of the loan is subject to, or chooses to follow, competitive bidding requirements. See 40 CFR, Section 33.501 (b) and (c) for specific requirements and exemptions.

III. Lobbying

In addition to the requirements set forth by 31 U.S.C. 1352, any non-profit organizations exempt from taxation under section 501(C)(4) of the Internal Revenue Code that engage in lobbying activities are ineligible for EPA subawards based on the Agency's policy for interpreting the Lobbying Disclosure Act, 2 U.S.C. 1611.

IV. Consultant Cap

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient'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. 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 recipient will pay these in accordance with their 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 recipient 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.

V. Management Fees

Management fees or similar charges in excess of the direct costs and approved indirect 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 assistance 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.

VI. Foreign Entities or Location

Obtain NJDEP and EPA consent before making a subaward to a foreign or international organization, or a subaward to be performed in a foreign country.

**GRANT AGREEMENT
BETWEEN**

**[NAME OF GRANTEE]
("Grantee/Contractor")
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER:

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDED PROJECTS

I. BACKGROUND

In the aftermath of Superstorm Sandy, the United States Congress, through the Disaster Relief Appropriations Act of 2013, Public Law 113-2, appropriated approximately sixteen billion dollars (\$16,000,000,000) to HUD to be allocated as disaster recovery community development block grants among states, including the State of New Jersey ("State"), to provide crucial funding for recovery efforts ("Program" or "Activity") involving housing, economic development, infrastructure and the prevention of further damage to affected areas. Through the State's approved "Community Development Block Grant Disaster Recovery Action Plan" ("Action Plan") and Action Plan Amendments, it has received a U.S. Department of Housing and Urban Development ("HUD") Community Development Block Grant ("CDBG" or "CDBG-DR") for funding Superstorm Sandy ("Sandy") disaster recovery and other eligible events in calendar years 2011, 2012, and 2013.

Pursuant to FR-5696-N-01 (March 5, 2013) the State received a first allocation of \$1,829,520,000; pursuant to FR-5696-N-06 (November 18, 2013) the State received a second allocation of \$1,463,000,000; and pursuant to FR-5696-11 (October 21, 2014) the State received a third allocation of \$501,909,000 and an allocation of \$380,000,000 specifically designated for Rebuild by Design projects. Pursuant to 24 CFR 570.501, the New Jersey Department of Community Affairs ("DCA") has been designated to administer the State's CDBG-DR Program, which is subject to the federal statutes and regulations governing CDBG grants, as modified by exceptions and waivers previously granted and which may hereinafter be granted by HUD. CDBG-DR funds are allocated by DCA for approved programmatic activity carried out by other state agencies. Oversight of specific programs covered by this agreement, including the redistribution of CDBG-DR funds to CDBG-DR-eligible entities, is implemented by the New Jersey Department of Environmental Protection ("DEP" or the "Department").

The purpose of this Attachment is to list requirements applicable to programs funded in whole or in part by CDBG-DR funds received from HUD. Not all of the requirements listed herein shall apply to all activities or work under the Agreement.

II. ASSURANCES

Grantee/Contractor agrees to comply with all *applicable* federal CDBG-DR laws, guidelines and standards in a manner satisfactory to the State of New Jersey and HUD, including all administration and compliance requirements set forth by this Attachment. To the extent that Grantee/Contractor utilizes any contractors, consultants or other third party parties to supply goods or perform services in connection with the Agreement activities paid with CDBG-DR funds, Grantee/Contractor shall require and ensure that each contractor, consultant or other third party comply with all *applicable* federal CDBG-DR laws, guidelines and standards; any subcontracts entered into by such third parties shall set forth these requirements.

Grantee/Contractor also agrees to comply with all *applicable* cross-cutting statutes and regulations, subject to waivers cited in the Federal Register, Docket No. FR-5696-N-01 (March 5, 2013) (Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG - DR funds in Response to Superstorm Sandy), as supplemented by additional applicable Notices published by HUD in the Federal Register.

Grantee/Contractor agrees to comply with the requirements of Title 24 of the CFR, Part 570 (HUD regulations concerning Community Development Block Grants).

The failure to list herein a legal requirement applicable to services performed by Grantee/Contractor does not relieve the Grantee/Contractor from complying with that requirement.

THE GRANTEE/CONTRACTOR HEREBY AGREES TO THE FOLLOWING PROVISIONS (AS APPLICABLE):

III. GENERAL PROVISIONS

- A. Under provisions of the Hatch Act that limit the political activity of employees and HUD regulations governing political activity (24 CFR 570.207), CDBG funds shall not be used to finance the use of facilities or equipment for political purposes or to engage in other partisan political activities, such as candidate forums, voter transportation, or voter registration. However, a facility originally assisted with CDBG funds may be used on an incidental basis to hold political meetings, candidate forums, or voter registration campaigns, provided that all parties and organizations have access to the facility on an equal basis, and are assessed equal rent or use charges, if any.
- B. No federally appointed funds shall be used for lobbying purposes regardless of level of government, in accordance with 2 CFR 200.450.
- C. HUD rules prohibit the use of CDBG funds for inherently religious activities, as set forth in 24 CFR 570.200(j), except for circumstances specified in the Department of Housing and Urban Development Allocations, Common Application, Waivers, and Alternative Requirements for Grantees Receiving CDBG Disaster Recovery Funds in Response, 78 FR 14329 (March 5, 2013).
- D. HUD rules impose drug-free workplace requirements in Subpart B of 2 CFR part 2429, which adopts the government-wide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988.
- E. Citizens will be provided with an appropriate address, phone number, and times during which they may submit complaints regarding activities carried out utilizing these CDBG-DR funds. The State will provide a written response to every citizen complaint within fifteen (15) working days of the complaint.

IV. PERSONALLY IDENTIFIABLE INFORMATION

- A. To the extent the Grantee/Contractor receives personally identifiable information, it will comply with the Privacy Act of 1974 and HUD rules and regulations related to the protection of personally identifiable information. The term "personally identifiable information" refers to information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc., either alone or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc. See 2 CFR 200.79 & OMB M-07-16. Grantee/Contractor shall require all persons that have access to personally identifiable information (including subcontractors/subconsultants and their employees) sign a Non-Disclosure Agreement (Attachment A-4-A).

A review of the scope of work to be performed under this agreement has indicated that the Grantee/Contractor and all staff, consultants, contractors, and sub-contractors ☐ are ☐ are not required to complete a Non-Disclosure Agreement.

V. FINANCIAL MANAGEMENT AND PROCUREMENT

- A. *To the extent applicable*, Grantee/Contractor shall adhere to the principles and standards governing federal grant distribution as set forth in the OMB Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200).
- B. Grantee/Contractor shall comply with all *applicable* laws pertaining to financial management, including 2 CFR Part 180 and 2 CFR Part 2424, which prohibit the making of any award or permitting any award (sub-grant or contract) at any tier to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs. To the extent that it uses contractors or subcontractors, Grantee/Contractor must verify that none of them are on the List of Parties Excluded from Federal Procurement or Non-procurement Programs promulgated in accordance with Executive Orders 12549 and 12689, "Debarment and Suspension," as set forth at 2 CFR Part 2424. No contractors or subcontractors that are on the List may receive any CDBG funds.
- C. Conflict of interest rules, as set forth in 24 CFR 570.489, 24 CFR 570.611, and 2 CFR 200.112, apply. Grantee/Contractor shall disclose in writing any potential conflict of interest to DPMC and DEP.
- D. *To the extent applicable*, Grantee/Contractor shall comply with 24 CFR Part 570 regarding the management and disposition of cash, real and personal property acquired with CDBG-DR funds.

- E. *To the extent applicable*, Grantee/Contractor shall comply with 24 CFR 570.489(j) regarding change of use of real property. These standards apply to real property within its control (including activities undertaken by subcontractors/subconsultants). These standards apply from the date CDBG-DR funds are first spent until five years after the close-out of the Program.

VI. RECORDS AND RECORDS RETENTION

- A. The Grantee/Contractor shall be responsible for maintaining records, in accordance with N.J.A.C. 17:44-2.2(b), 24 CFR 200.333, 24 CFR 570.502 and 570.506. Records shall be maintained for the longer of:
- (a) a period of three (3) years from submission of the final expenditure report for the Program; and
 - (b) a period of seven (7) years from the date of final payment.
- B. If any litigation, claim, or audit pertaining to the Agreement has been started before the expiration of the seven-year record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required seven-year period, whichever is later.
- C. Grantee/Contractor shall provide the State and HUD, including their representatives or agents, access to and the right to examine all records, books, papers, or documents related to the Agreement and the use of CDBG funds.

VII. FEDERAL LABOR STANDARDS: *To the extent applicable*, Grantee/Contractor shall comply with Federal Labor Standards, including:

- A. Section 110 of the Housing and Community Development Act of 1974, 42 U.S.C. §5310, 24 CFR §570.603 and HUD Handbook 1344.1 Federal Labor Standards Requirements in Housing and Community Development Programs, as revised, which require that all laborers and mechanics (as defined at 29 CFR §5.2) employed by Grantee/Contractor (including its subcontractors/subconsultants) in connection with construction contracts over \$2,000, are paid wages at rates not less than those prevailing on similar construction in the locality as per the Davis-Bacon Act (40 U.S.C. §3141 *et seq.*), as amended; except that these requirements do not apply to the rehabilitation of residential property if such property contains less than 8 units;
- B. The Contract Work Hours and Safety Standards Act (40 U.S.C. 3701 *et seq.*), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work-week, and projects must comply with safety standards;
- C. The Federal Fair Labor Standards Act (29 U.S.C. 201 *et seq.*), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
- D. The Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3), which apply to contracts and subcontracts for construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by Federal loans or grants and require payment of wages once a week and allows only permissible payroll deductions;
- E. Department of Labor regulations in parallel with HUD requirements above:
- 1. 29 CFR Part 1: Procedures for Predetermination of Wage Rates
 - 2. 29 CFR Part 5: Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction (Also, Labor Standards Provisions Applicable to Non-construction Contracts Subject to the Contract Work Hours and Safety Standards Act)
 - 3. 29 CFR Part 6: Rules of Practice for Administrative Proceedings Enforcing Labor Standards In Federal and Federally Assisted Construction Contracts and Federal Service Contracts
 - 4. 29 CFR Part 7: Practice Before the Administrative Review Board With Regard to Federal and Federally Assisted Construction Contracts.
- F. All applicable Federal Labor Standards provisions set forth in form HUD-1040. Grantee/Contractor will ensure that form HUD-4010 is included in all bid packages and subcontracts entered into with contractors, consultants, or other third parties to supply goods or perform services in connection with the Contract activities and paid with CDBG-DR funds.

VIII. SECTION 3 REQUIREMENTS

- A. *To the extent applicable*, Grantee/Contractor shall comply with Section 3 of the Housing and Urban Development Act of 1968, as amended ("Section 3"). Section 3 is intended to encourage recipients of HUD funding to direct new employment, training, and contracting opportunities to the greatest extent feasible to low- and very low-income persons, and to businesses that employ these persons, within their community. Section 3 applies to grantees and subrecipients that receive assistance exceeding \$200,000 in certain types of HUD funding, including CDBG funding, and to contractors and subcontractors that enter into contracts in excess of \$100,000 funded by certain types of HUD funding, including CDBG funds, for any activity that involves housing construction, rehabilitation, and demolition, or other public construction. A guide to Section 3 applicability and compliance requirements is located at HUD's website http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/section3/section3, under Frequently Asked Questions (FAQs).
- B. **Pursuant to 24 CFR 135.38, the following language shall be included in all contracts and subcontracts:**
1. *The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.*
 2. *The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with 24 CFR part 135.*
 3. *The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and shall post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*
 4. *The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor shall not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.*
 5. *The contractor shall certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*
 6. *Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.*
 7. *With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).*

IX. FAIR HOUSING AND NON-DISCRIMINATION

- A. *To the extent applicable*, Grantee/Contractor shall comply with the following fair housing and non-discrimination laws. Any act of unlawful discrimination committed by Grantee/Contractor or failure to comply with applicable laws shall be grounds for termination of the Contract.
1. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §200d *et seq.*, and the regulations issued pursuant thereto (24 CFR Part 1), which provide that no person in the United States shall on the grounds or race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which it receives federal financial assistance and shall immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to it this assurance shall obligate it, or in the case of any transfer of such property, and transferee, for the period during which the property or structure is used for another purpose involving the provision of similar services or benefits.
 2. Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601–3619), which requires administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing. Title VIII further prohibits discrimination against any person in the sale or rental of housing, or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person, because of race, color, religion, sex, national origin, handicap or familial status.
 3. Title II of the Civil Rights Act of 1968 (25 U.S.C. 1301-1303), which prohibits discrimination because of race, color, religion, or natural origin in certain places of public accommodation.
 4. Architectural Barriers Act (ABA) of 1968, 42 U.S.C. 4151 *et seq.* The ABA requires access to buildings designed, built, altered, or leased by or on behalf of the federal government or with loans or grants, in whole or in part, from the federal government. As used in the ABA, the term “building” does not include privately owned residential structures not leased by the government for subsidized housing programs.
 5. Title IX of the Education Amendments Act of 1972, 20 U.S.C. 1681 *et seq.*, which prohibits discrimination on the basis of sex in any federally funded education program or activity.
 6. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794, which provides that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation, denied program benefits, or subjected to discrimination under any program or activity receiving federal funding assistance.
 7. Section 508 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. §794d, which requires Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities, and applies to all federal agencies when they develop, procure, maintain or use electronic and information technology.
 8. Section 109 of Title I of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provides that no person in the United States shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with funds provided under that Part. Section 109 further prohibits discrimination to an otherwise qualified individual with a handicap, as provided under Section 504 of the Rehabilitation Act of 1973, as amended, and prohibits discrimination based on age as provided under the Age Discrimination Act of 1975. The policies and procedures necessary to ensure enforcement of section 109 are codified in 24 CFR 6.
 9. Section 104(b)(2) of the Housing and Community Development Act of 1974, 42 U.S.C. 5304(b), which requires communities receiving community development block grants to certify that the grantee is in compliance with various specified requirements.
 10. Age Discrimination Act of 1975, 42 U.S.C. 6101 *et seq.*, which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance.
 11. Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. 12131 *et seq.*, as amended by the ADA Amendments Act of 2008, which prohibits discrimination against people with disabilities by public entities, which includes any state or local government and any of its departments, agencies or other instrumentalities.
 12. Housing for Older Persons Act of 1995 (“HOPA”) (42 U.S.C. 3607), which governs housing developments that qualify as housing for persons age 55 or older.
 13. Accessibility requirements contained in Title III of the Americans with Disabilities Act of 1990 (42 U.S.C. 12181 *et seq.*).

14. Executive Order 11063: Equal Opportunity in Housing, November 20, 1962, as amended by Executive Order 12259, and the regulations issued pursuant thereto, which pertains to equal opportunity in housing and non-discrimination in the sale or rental of housing built with federal assistance.
15. Executive Order 11246 (Johnson), September 24, 1965, as amended by Executive Order 11375 (Johnson), October 13, 1967, as amended by Executive Order 13672 (Obama), July 21, 2014, which prohibit discrimination in employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Further contractors and subcontractors on federal and federally assisted construction contracts shall take affirmative action to insure that equal opportunity is provided in all aspects of their employment, including, but not limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training and apprenticeship.
16. Executive Order 12086: Consolidation of contract compliance functions for equal employment opportunity, October 5, 1978.
17. Executive Order 12892: Leadership and Coordination of Fair Housing in Federal Programs: Affirmatively Furthering Fair Housing, January 17, 1994.
18. Executive Order 12898: Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994.
19. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency (LEP), August 11, 2000; and Federal Register Notice FR-4878-N-02 (available online at <http://www.gpo.gov/fdsys/pkg/FR-2007-01-22/pdf/07-217.pdf>), which require recipients of federal financial assistance to ensure meaningful access to programs and activities by LEP persons. (The State's Language Access Plan (LAP) is available online at http://www.renewjerseystronger.org/wp-content/uploads/2014/08/NJ-DCA-LAP_Version-1.0_2015.01.14-for-RenewJerseyStronger.pdf.)
20. Executive Order 13217: Community-Based Alternatives for Individuals with Disabilities, June 19, 2001.
21. Executive Order 13330: Human Service Transportation Coordination, February 24, 2004.
22. Implementing regulations for the above:
 - a. 24 CFR 1: Nondiscrimination in Federally Assisted Programs of HUD.
 - b. 24 CFR 3: Nondiscrimination on the Basis of Sex in Education Programs or Activities receiving Federal Financial Assistance.
 - c. 24 CFR 5.105: Other Federal Requirements.
 - d. 24 CFR 6: Nondiscrimination in Programs, Activities Receiving Assistance under Title I of the Housing and Development Act of 1974.
 - e. 24 CFR 8: Nondiscrimination Based on Handicap in Federally Assisted Programs and Activities of the Department of Housing and Urban Development.
 - f. 24 CFR 50.4(l) and 58.5 (j): Environmental Justice.
 - g. 24 CFR 91.225(a)(1): Affirmatively Furthering Fair Housing.
 - h. 24 CFR 91.325(a)(1): Affirmatively Furthering Fair Housing.
 - i. 24 CFR 91.325(b)(5): Compliance with Anti-discrimination laws.
 - j. 24 CFR 91.520: Performance Reports.
 - k. 24 CFR 100-125: Fair Housing.
 - l. 24 CFR 107: Non-discrimination and Equal Opportunity in Housing under Executive Order 11063 (State Community Development Block Grant Grantees).
 - m. 24 CFR 121: Collection of Data.
 - n. 24 CFR 135: Economic Opportunities for Low- and Very Low-Income Persons.
 - o. 24 CFR 146: Non-discrimination on the Basis of Age in HUD Programs or Activities Receiving Federal Financial Assistance.
 - p. 24 CFR 570.206(c): Fair Housing Activities.
 - q. 24 CFR 570.487(b): Affirmatively Furthering Fair Housing.
 - r. 24 CFR 570.487(e): Architectural Barriers Act and Americans with Disabilities Act (State Community Development Block Grant Grantees).
 - s. 24 CFR 570.490(a)-(b): Recordkeeping requirements.
 - t. 24 CFR 570.491: Performance Reviews and Audits.
 - u. 24 CFR 570.495(b): HCDA Section 109 nondiscrimination.
 - v. 24 CFR 570.506(g): Fair Housing and equal opportunity records.
 - w. 24 CFR 570.601: Affirmatively Further Fair Housing.

- x. 24 CFR 570.608 and Part 35: Lead-Based Paint.
- y. 24 CFR 570.614: Architectural Barriers Act and Americans with Disabilities Act.
- z. 24 CFR 570.904: Equal Opportunity and Fair Housing Review
- aa. 24 CFR 570.912: Nondiscrimination compliance

X. CONTRACTING WITH SMALL AND MINORITY FIRMS AND WOMEN'S BUSINESS ENTERPRISES

- A. Grantee/Contractor shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, women-owned, and veteran-owned businesses, and labor area surplus firms. As used in this agreement, the terms "minority-owned business", "women-owned business", and "veteran-owned business" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women, or veterans. For purposes of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. Grantee/Contractor may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.
- B. Affirmative steps shall include:
- 1. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
 - 2. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the agreement;
 - 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
 - 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
 - 5. Using the service and assistance, as appropriate, of organizations such as the Small Business Administration, and the Minority Business Development Agency of the US Department of Commerce; and
 - 6. Requiring the subcontractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (1) through (5) of this section.

XI. ENVIRONMENTAL REGULATORY COMPLIANCE

- A. *To the extent applicable*, Grantee/Contractor must comply with HUD regulations found at 24 CFR Parts 50 & 58, implementing the National Environmental Policy Act ("NEPA"), 42 U.S.C. §4321 *et seq.*, and other Federal environmental requirements, including but not limited to:
- 1. Floodplain management and wetland protection:
 - a. Executive Order 11990, Protection of Wetlands (May 24, 1977) (42 FR 26961), 3 CFR, 1977 Comp., p. 121, as interpreted by HUD regulations at 24 CFR 55, particularly sections 2 and 5 of the order;
 - b. Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order;
 - 2. The Coastal Zone Management Act of 1972 (16 U.S.C. § 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. §§1456(c) and(d));
 - 3. In relation to water quality:
 - a. Executive Order 12088, as amended by Executive Order 12580, relating to the prevention, control and abatement of water pollution;
 - b. The Safe Drinking Water Act of 1974 (42 U.S.C. §§ 201, 300(f) *et seq.* and U.S.C. §349), as amended, particularly Section 1424(e) (42 U.S.C. §§ 300h-303(e)), which is intended to protect underground sources of water. No commitment for federal financial assistance can be entered into for any project which the U.S. Environmental Protection Agency ("EPA") determines may contaminate an aquifer which is the sole or principal drinking water source for an area (40 CFR 149); and

- c. The Federal Water Pollution Control Act of 1972, as amended, including the Clean Water Act of 1977, Public Law 92-212 (33 U.S.C. §1251, et seq.) which provides for the restoration and maintenance of the chemical, physical and biological integrity of the nation's water.
4. Endangered Species Act of 1973 (16 U.S.C. §1531 et seq.), as amended, particularly section 7 (16 U.S.C. §1536);
5. The Fish and Wildlife Coordination Act of 1958, as amended;
6. Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.), particularly sections 7(b) and (c) (16 U.S.C. §1278(b) and (c));
7. Executive Order 11738 (Nixon), Sept. 10, 1973, providing for administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants or Loans, and EPA regulations (40 CFR part 15);
8. The Clean Air Act of 1970 (42 U.S.C. § 7401 et seq.) as amended, particularly sections 176(c) and (d) (42 U.S.C. § 7506(c) and (d)), and 40 CFR 6, 51, 93, which prohibits engaging in, supporting in any way, providing financial assistance for, licensing or permitting, or approving any activity which does not conform to State or Federal implementation plans for national primary and secondary ambient air quality standards.
9. The Farmland Protection Policy Act of 1981, 7 U.S.C.A. §4201 et seq., particularly sections 1540(b) and 1541 (7 U.S.C. §4201(b) and §4202), and Farmland Protection Policy, 7 CFR 658, which require recipients of federal assistance to minimize the extent to which their projects contribute to the unnecessary and irreversible commitment of farmland to nonagricultural uses;
10. Noise abatement and control requirements at 24 CFR 51B;
11. Explosive and flammable operations requirements at 24 CFR 51C;
12. Requirements at 24 CFR 58.5(i) relating to toxic chemicals and radioactive materials;
13. Environmental Justice, Executive Order 12898—Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, February 11, 1994 (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

XII. EQUAL EMPLOYMENT OPPORTUNITY

- A. All federally assisted construction contracts must include the equal opportunity clause provided under 41 CFR §60-1.4(b). Federally assisted construction contracts include any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the federal government. Construction work is defined as “the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.” (41 CFR §60-1.3)
- B. **Pursuant to 41 CFR §60-1.4(b), the following language shall be included in all federally assisted construction contracts and subcontracts:**

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.

DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: _____

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("Agreement") is entered into by and between the New Jersey Department of Environmental Protection and _____ ("Receiving Party"), to include all staff, contractors, consultants and subcontractors of the Receiving Party, for the purpose of preventing the unauthorized disclosure of Personally Identifiable Information ("PII") as defined below. The parties have agreed to enter into a confidential relationship with respect to the disclosure of certain proprietary and confidential personal information.

I, _____, [insert name] understand that that in the performance of my duties under the referenced contract, I may be provided access to PII as defined in this agreement, and hereby agree to the provisions listed below as a condition to such access.

1. Definition of Personally Identifiable Information. For purposes of this Agreement, the Housing and Urban Development ("HUD") definition of PII shall be used, which includes all information that can be used to distinguish or trace an individual's identity, such as name, and social security number, alone, or when combined with other personal and identifying information which is linked or linkable to a specific individual, such as date, place of birth, mother's maiden name, etc.

2. Obligations of Receiving Party. Receiving Party shall hold and maintain PII in strictest confidence for the sole and exclusive benefit of the Disclosing Party. Receiving Party shall not, without prior written approval of Disclosing Party, use for Receiving Party's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of Disclosing Party, any PII. Receiving Party shall return to Disclosing Party any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to PII immediately if Disclosing Party requests it in writing.

3. Time Periods. The nondisclosure provisions of this Agreement shall survive the termination of this Agreement and Receiving Party's duty to hold PII in confidence shall remain in effect until the PII becomes publicly known through no fault of the Receiving Party or until Disclosing Party sends Receiving Party written notice releasing Receiving Party from this Agreement, whichever occurs first.

All client information is subject to the Federal Privacy Act of 1974 (5 U.S.C.552a). This act states, "personal information may be used only by the authorized persons in the conduct of official business. Any individual responsible for unauthorized disclosure information will be prosecuted to maximum extent possible under laws."

I am [check appropriate box]:

☐ An employee of the Receiving Party named above.

☐ An employee of a subcontractor to the Receiving Party [name of company]:

☐ Other [describe, e.g., independent consultant]:

Signature

Date

Phone Number: _____

**GRANT AGREEMENT
BETWEEN**

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

GRANT IDENTIFIER:

APPROVED PROJECT BUDGET

EXPENSE CATEGORY	TOTAL BUDGET	FEDERAL	STATE	GRANTEE ("MATCH")	OTHER
A. Personnel Costs					
Salaries					
Fringe Benefits					
B. Consultants and Subcontractors					
C. Other Costs					
Specify below					
■					
■					
■					
■					
D. Audit					
Subtotal Direct Costs					
Less Program Income (enter as negative)					
Total Direct Costs					
Indirect Costs (indicate rate:)					
TOTAL PROJECT AMOUNT *					

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

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

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

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

**GRANT AGREEMENT
BETWEEN**

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

GRANT IDENTIFIER:

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, comprising page(s), including this page.

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

ADVANCE PAYMENT

<u>Budget for Advance Payment</u>	
Item Description	Item Cost
	TOTAL ADVANCE PAYMENT

% of Total Grant Amount ☐ Grant is sum of Federal funds
☐ Grant is sum of Federal and State funds
☐ Grant is sum of Federal, State, and Other funds

Explain, **in detail**, the necessity for the advance payment, how it will be spent, and provide **good cause** for why this payment must be made before the Grantee's performance of its obligations under this agreement can commence.

**GRANT AGREEMENT
BETWEEN**

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

GRANT IDENTIFIER:

EXPENDITURE REPORT: For the period beginning _____ and ending _____

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

CERTIFICATION BY FINANCIAL OFFICER

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

CERTIFICATION FOR FEDERALLY-FUNDED AGREEMENTS

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

Date: _____

Signature: _____

Name:

Title:

**GRANT AGREEMENT
BETWEEN**

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

GRANT IDENTIFIER:

SCOPE OF SERVICES

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

**GRANT AGREEMENT
BETWEEN**

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

GRANT IDENTIFIER:

PROJECT REQUIREMENTS

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

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

**GRANT AGREEMENT
BETWEEN**

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

GRANT IDENTIFIER:

GRANTEE'S PROPOSAL

The Grantee's project proposal, as approved by the Department and comprising pages, including this page, 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.

**GRANT AGREEMENT
BETWEEN**

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

GRANT IDENTIFIER:

CORPORATE RESOLUTION

It is in the best interest of _____, a corporation
(print Grantee's name including corporate designation, e.g., inc., corp., etc.)

of the State of _____, to obtain a grant from the State of New Jersey in the amount of approximately
\$_____ to fund the following project:

_____.

Therefore, the _____ resolves
(print name of Grantee's governing body, e.g., board of directors, board of trustees, etc.)

that _____ or the successor to the office of _____
(print name) (print title of authorized officer)

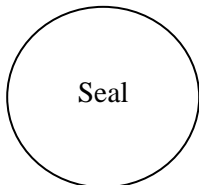
is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$_____ and not more than \$_____, and (c) to execute ☐ any amendments thereto ☐ any amendments thereto which do not increase the Grantee's obligations.

*The _____ authorizes and hereby agrees to match _____% of the
(print name of Grantee's governing body)

Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. _____% of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).*

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

Introduced and passed _____, _____.



*The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services.

CERTIFICATION*

I, _____, _____, of
(print name) (print title)
_____ certify that this resolution was duly adopted by
(print Grantee's name)
_____ at a meeting duly held on the _____ day of _____,
(Print name of Grantee's governing body)
_____; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have
subscribed my signature. **

(signature of corporate secretary or equivalent) *

(print name)

(print title)

Date: _____ **

* Certification must be signed by officer other than the individual authorized to execute the agreement unless the corporate bylaws allow a single person to occupy all offices and do not require multiple signatures to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, the Grantee must submit a currently certified copy of this Attachment E when it returns the executed agreement to the Department.

**GRANT AGREEMENT
BETWEEN**

(Name of Grantee)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER:

GOVERNING BODY RESOLUTION

The governing body of _____
(print Grantee's name)

desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$ _____
to fund the following project:

_____.

Therefore, the governing body resolves that _____ or the successor to the office of
(print name)

_____ is authorized (a) to make application for such a grant, (b) if awarded, to execute
(print title of authorized official)

a grant agreement with the State for a grant in an amount not less than \$ _____ and not more than \$ _____ ,
and (c) to execute ☐ any amendments thereto ☐ any amendments thereto which do not increase the Grantee's obligations.

*The _____ authorizes and hereby agrees to
(print name of Grantee's governing body, e.g., board of chosen freeholders)
match _____ % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the
match for such purposes, whether cash, services, or property, is hereby certified. _____ % of the match will be made up of in-kind
services (if allowed by grant program requirements and the agreement).*

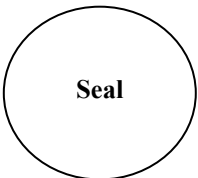
The Grantee agrees to comply with all applicable Federal, State, and municipal laws, rules, and regulations in its performance pursuant
to the agreement.

Introduced and passed _____ , _____ .

Ayes: _____

Noes: _____

Absent: _____



* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services.

CERTIFICATION*

meeting duly held on the ____ day of _____, ____; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature. **

Date: _____ **

- * Certification must be signed by an official other than the individual authorized to execute the agreement.
- ** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, the Grantee must submit a currently certified copy of this Attachment E when it returns the executed agreement to the Department.

**GRANT AGREEMENT
BETWEEN**

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

GRANT IDENTIFIER:

LLC RESOLUTION

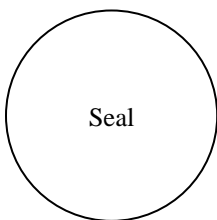
It is in the best interest of _____, a limited liability company
(print Grantee's name)
of the State of _____, to obtain a grant from the State of New Jersey in the amount of
approximately \$_____ to fund the following project:

Therefore, we certify that (print name) _____,
a member of _____ is authorized (a) to execute a grant agreement with the State
(print Grantee's name)
in an amount not less than \$_____ and not more than \$_____, and (b)
to execute any amendments thereto any amendments thereto which do not increase the Grantee's obligations.

* _____ authorizes and hereby agrees to match _____% of the
(print Grantee's name)

Total Project Amount, in compliance with the match requirements of the grant. The availability of the match for such purposes,
whether cash, services, or property, is hereby certified. _____% of the match will be made up of in-kind services (if allowed by
program requirements and the grant). *

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



* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the
grant. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended
hereto, breaking out the in-kind services.

CERTIFICATION*

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

_____ certify the preceding resolution this _____ day of
(print Grantee's name)

_____, ____ **

(signature of secretary or equivalent) *

(print name)

(print title)

Date: _____ **

* Certification must be signed by an officer other than the individual authorized to execute the agreement unless the company bylaws allow a single person to occupy all offices and do not require multiple signatures to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the contract. If the original certification expires prior to the Grantee's execution, the Grantee must submit a currently certified copy of this Attachment E when it returns the executed grant agreement to the Department.

**GRANT AGREEMENT
BETWEEN**

(Name of Grantee)

AND

THE STATE OF NEW JERSEY

BY AND FOR

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER:

SUBCONTRACTOR CERTIFICATION

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

1. With respect to all services and goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, the subcontractor shall comply with, and shall be bound by, all terms of the grant agreement as though it were the Grantee and as though such terms were explicit terms of the subcontract for the benefit of the State as third party beneficiary, excepting only those terms, if any, requiring the provision of goods or services not required by the subcontract, and the following Sections of the the grant agreement: IV – Indemnification; IX – Method of Payment; X – Interest; XI(B) – Disallowed Costs; XII – Matching and Cost Sharing Requirements; XIII – Program Income; XIV – Special Grant Conditions; XV – Financial Management System; XVI –Financial and Performance Reporting; XVII – Monitoring Performance; XVIII – Audit Requirements; XIX – Agreement Amendment; XX – Closeout Procedure; Subsections B and C of XXIV – Approvals and Authorizations; XXV – Miscellaneous Provisions; Sections III, IV, V, VI, VII, VIII and IX(B) of Attachment A; and Attachments B, B-1, B-2, C, E, and G. The subcontractor acknowledges that the Grantee has given it a complete copy of the grant agreement and that it is familiar with all of the grant agreement's terms.
2. The subcontractor acknowledges and accepts that it is an independent principal working for the Grantee and has no relationship with the State in connection with the grant agreement as its agent, servant, employee, grantee, contractor, or otherwise.
3. The subcontractor shall make no claim or demand against the State, its officers, its agents, its servants, or its employees (the "State or its agents") (a) which arises out of or in connection with, or which is based on, (i) the subcontract or the grant agreement, (ii) any services or goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, or (iii) the relationship between the subcontractor and the Grantee in connection with the subcontract or (b) which would not exist if the subcontract did not exist.
4. The subcontractor shall defend, indemnify, protect, and save harmless the State, its officers, agents, servants, successors, assignees, and employees from and against any damage, claim, demand, liability, judgment, cause of action, suit, loss, expense, or cost, including, where the grant agreement is funded in whole or part by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising from, in connection with, or as a result of, the subcontractor's performance, attempted performance, or failure to perform in connection with the subcontract, regardless of whether such performance was undertaken by the subcontractor, its officers, directors, agents, servants, employees, contractors, subcontractors, invitees, or any other person at its request, subject to its direction, or on its behalf. The subcontractor shall immediately notify the State of any damage. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of the subcontract.
5. If required by Attachment A, Section IX, Paragraph C, subcontractor shall submit a certificate of authority allowing subcontractor to do business in New Jersey. This certificate has previously been provided will be provided to the Grantee within 15 days of the effective date of this contract.

Date: _____, _____
(print name of subcontractor)

by: _____
(signature)

ATTEST:

(print name)

(print title)

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

(number and street)

(print name and title)

(municipality, state, and zip code)

(telephone number)

SIGNATURE AUTHORIZATION *

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

_____ certify that the individual who executed this
(print subcontractor's name)

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

ATTEST:

(signature of another officer of subcontractor;
can be same as witness signature above)

(print name)

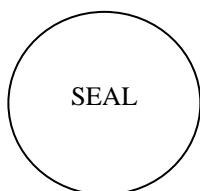
(print title)

(signature of subcontractor's secretary or equivalent)

(print name)

(print title)

Date: _____



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

**GRANT AGREEMENT
BETWEEN**

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

GRANT IDENTIFIER:

STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM*

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

Section A: Governmental Agency

I am the _____ (Print title of Financial Officer) 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: _____

(signature)

(print name)

Section B: Non-governmental Agency

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

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

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

Date: _____

(signature)

(print name)

(print title)

* This form must be completed as part of the agreement if required by Section V of Attachment A - Certification of Adequacy
of Accounting System