

# TOWNSHIP OF MAPLEWOOD



## RESOLUTION NUMBER 181-15

**GRANT AGREEMENT  
BETWEEN THE TOWNSHIP OF MAPLEWOOD  
AND THE STATE OF NEW JERSEY  
BY AND FOR THE DEPARTMENT OF  
ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS16-116**

### **GOVERNING BODY RESOLUTION**

The Governing Body of Township of Maplewood desires to further the public interest by obtaining a grant for the State of New Jersey in the amount of approximately \$3,000.00 to fund the following project:

**Green Communities Grant  
Community Forestry Management Plan**

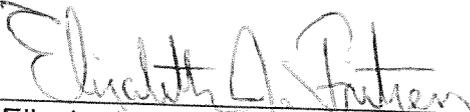
Therefore, the governing body resolves that Joseph Manning or successor to the office of Business Administrator is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$3,000.00 and not more than \$3,000.00, (c) to execute  any amendments thereto  any amendments thereto which do not increase the Grantee's obligations.

\*The Township committee of Maplewood authorizes and hereby agrees to match 50% of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purpose, whether cash, services, or property, is hereby certified 100% of the match will be made up of in-kind services (if allowed by grant programs requirements and the agreement).\*

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

I, Elizabeth J. Fritzen, Township Clerk of the Township of Maplewood, in the County of Essex, State of New Jersey, do here by certify that the foregoing is a true and correct copy of a resolution adopted by the Township Committee at a regular meeting held on September 15, 2015.

IN WITNESS THEREOF, I have hereunto set my hand and affixed the seal of the Township of Maplewood in the county of Essex and State of New Jersey this 15<sup>th</sup> day of September 2015.

  
\_\_\_\_\_  
Elizabeth J. Fritzen, R.M.C., C. M. C.  
Township Clerk



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

NJ STATE FORESTRY SERVICES

MAIL CODE 501-04

PO Box 420

TRENTON, NJ 08625-0420

TEL: 609-292-2532 FAX: 609-984-0378

CHRIS CHRISTIE  
Governor

KIM GUADAGNO  
Lt. Governor

BOB MARTIN  
Commissioner

September 8, 2015

Liz Fritzen  
Township Clerk  
Township of Maplewood  
574 Valley Street  
Maplewood, New Jersey 07040

Dear Ms. Fritzen:

Congratulations! Your community has been offered a Green Communities Grant by New Jersey State Forestry Services in the amount of \$3,000.00 towards the development of a Community Forestry Management Plan (CFMP), provided that your community enters into and completes a grant agreement.

**For this project your unique Grant Agreement Identifier is: FS16-116.** Please keep your grant identifier available, as it is important for tracking and processing all grant forms throughout the grant process.

- 
1. The first step in the grant process is to execute a Governing Body Resolution. The State form that is required is Attachment C of the Grant Agreement. **Please DO NOT sign and date the Grant Agreement until the Resolution is passed;** otherwise, it will void the Grant Agreement. Please carefully follow all directions pertaining to these documents on attached page. Failure to do so will also void the grant.
  2. The second step is to execute the Grant Agreement by signature on page 2. The person authorized to sign is the person named on page 1 of Attachment C, the Governing Body Resolution.

Please note this is not considered a completed grant agreement until it is fully executed and signed by the NJDEP Assistant Commissioner. Once all parties sign the agreement you will be asked to submit project cost documentation toward the matching portion of the grant, such as receipts and records of all in-kind contributions For activities and expenditures to be accepted, they must fall within the Work Period of the Grant Agreement 9/1/2015 to 9/1/2017.

Please contact me if you have any questions or concerns at any time throughout the process. Please submit your GBR and Grant Agreement as soon as possible, so we can proceed with the signature process within the State.

Sincerely,

Patricia Shapella,  
Grant Administrator  
Patricia.Shapella@dep.nj.us  
enc.

Cc: Calvin Bell, Director of Public Works



## State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION  
NEW JERSEY STATE FORESTRY SERVICES  
MAIL CODE 501-04  
PO BOX 420  
TRENTON, NJ 08625-0420  
TEL: 609-292-2977 FAX: 609-984-0378

CHRIS CHRISTIE  
*Governor*

KIM GUADAGNO  
*Lt. Governor*

BOB MARTIN  
*Commissioner*

### Grant Agreement Instructions

#### Instructions

##### DO FIRST

##### **Governing Body Resolution (GBR) Instructions:**

Please do not change the language or format of the GBR, as it will only be accepted in the format we have included with your package. Non-compliance with this request will void the grant. Please use the following directions for all 3 copies of your GBR.

1. Have the GBR voted on by your governing body
2. Fill in the blank spaces with the date and vote count.
3. Have the Resolution Certifier sign and date the Certification pages and apply the raised seal on all 3 GBR pages. (The raised seal is optional but recommended).
4. Send the 3 completed copies of the GBR and the Certification pages along with the signed Grant Agreement, as instructed below.

##### NEXT

##### **Grant Agreement Instructions:**

Please follow the steps below carefully and return all the documents promptly to the address below.

1. After the resolution is passed have **the authorized grant executor sign and date all 3 copies of Page 2** on the line above where the name is typed
  - a. **DO NOT use a signature stamp** in place of an original signature.
  - b. **DO NOT use white-out.**
2. (Optional) Have the attorney for the Association sign the 3 copies of Page 2 in the designated space as to his/her approval of the form.
3. Review page A-1 regarding lobbying activities and sign. Please contact me if any lobbying activities have been undertaken by your organization.
3. Mail all 3 copies of your original signed grant agreements with the resolution to:  
**Attention: Patricia Shapella**  
**NJDEP- New Jersey State Forestry Services**  
**Mail Code 501-04, PO Box 420**  
**Trenton, NJ 08625-0420**

For any questions, please contact me at 609-777-0087 or [Patricia.Shapella@dep.nj.gov](mailto:Patricia.Shapella@dep.nj.gov).

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT NUMBER: FS16-116**

**I. Grant Award Data and Signatures**

**Grantee's** - Name: TOWNSHIP OF MAPLEWOOD (the "Grantee")  
 Address: 574 Valley Street  
 Maplewood NJ 07040  
 Vendor ID #:22-6002065 Grantee Telephone #: 973-762-1175 XT13  
**Financial Officer's** - Name: Juan Uribe  
 - Title: Chief Financial Officer (the "Chief Financial Officer")

**The State of New Jersey (The "State")**  
**Department of Environmental Protection (the "Department" or the "DEP")**  
**Granting Agency's** - name: NJ STATE FORESTRY SERVICES (the Granting Agency")  
 - address: Mail Code 501-04, PO Box 420  
 Trenton, NJ 08625  
**Grant Officer's** - name: Patricia Shapella (the "Grant Officer")

**TITLE OF GRANT:** Green Communities Grant

**AMOUNT OF GRANT:** \$ 3,000.00

**WORK PERIOD:** The effective date of this agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this agreement commences on 9/1/2015 or the effective date, whichever is  earlier  later, and runs to 9/1/2017. Grant funds may be used only to satisfy obligations which arise during the work period.

**REPORT(S)/DELIVERABLE(S) DUE:** 30 days from the end of the work period

**PAYMENT SCHEDULE:** Reimbursement upon receipt of final expenditure report

**PURPOSE AND AUTHORITY:** Support to municipalities and counties for the development of comprehensive Community Forest Management Plans

Source of funds		AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE/ FEDERAL AGENCY	ACCOUNT TITLE FEDERAL GRANT AWARD NAME/NUMBER
	State General Fund	0.00			
	Federal	\$3,000.00	FY14-100-042-4870-038	10.675	Urban and Community Forestry Program 14-11420004-245 (Green Communities Grant)
	Grantee	\$3,000.00			
	Other (i.e. bond fund, tax fund etc.)	0.00			
	<b>\$6,000.00</b>	<b>TOTAL APPROVED PROJECT AMOUNT</b>			

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: \*

\_\_\_\_\_  
(signature)  
\_\_\_\_\_, Deputy Attorney General  
(print name)

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 GRANTING AGENCY

NJ STATE FORESTRY SERVICES  
(print name of Granting Agency; all capitals)

By: \_\_\_\_\_  
(signature)  
Lynn E. Fleming  
(print name)

Director/State Forester  
(print title)

Date: 9/17/15

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 in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED

TOWNSHIP OF MAPLEWOOD

By: Joseph Manning  
(signature)  
Joe Manning  
(Print name)

Business Administrator  
(print title)

Date: 9-18-15

COUNTERSIGNED:

THE STATE OF NEW JERSEY

By: The DEP

By: \_\_\_\_\_  
(signature)  
Richard Boormazian  
(print name)

Assistant Commissioner  
(print title; Commissioner or authorized delegate)

Date: \_\_\_\_\_

## II. General Terms

The Grantee, in consideration for receipt of Grant Funds, and the Department agree as follows:

### 1. Use of Funds

Grant funds are to be used solely for the purpose described in the approved project "Scope of Work" appended to this Grant Agreement (Attachment A). Reimbursement may be obtained only for costs described in the Grant Budget (Attachment B). Grant funds are not to be used:

- a) to lobby or otherwise attempt to influence legislation or government policy;
- b) to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;
- c) to make grants to individuals or other organizations;
- d) to undertake any activity for any purpose other than is set forth in this agreement.

### 2. Compliance with Existing Laws and Policies

- a) The Grantee agrees in the performance of this agreement to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Such laws, rules, regulations, and policies include, but are not limited to, the following:
  - 1) The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
  - 2) The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. , if applicable.
  - 3) The "New Jersey Conflicts of Interest Law", the act codified at N.J.S.A. 52:13D-12 et seq., and the Local Government Ethics Law, the act codified at N.J.S.A. 40A:9-22.1 et seq.
  - 4) The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., if applicable, and
  - 5) New Jersey State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.
- b) The Grantee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15.
- c) The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.
- d) The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
  - 1) United States Office of Management and Budget ("OMB") Circulars A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230), the Cost Principles: Educational Institutions; State, Local, and Indian Tribal Governments; Non-Profit Organizations, respectively,
  - 2) OMB Circulars A-102 and A-110 (2 CFR Part 215), the Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively,
  - 3) OMB Circular A-133, Revised, Audits of States, Local Governments, and Nonprofit Organizations,
  - 4) Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.) <http://www.whitehouse.gov/omb/grants/chart.aspx>, and
  - 5) Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

### 3. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought

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

#### **4. 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 the Department's Subcontractor Certification form.
- b) The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.
- c) The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

#### **5. Availability of Funds:**

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.

#### **6. Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

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

#### **7. Property Management Standards**

Property furnished by the Department, or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds, shall be utilized and disposed

of in a manner generally consistent with State and federal requirements (OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law).

#### **8. Method of Payment**

- a) Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.

If this agreement provides for an advance payment, as detailed in the Payment Schedule, such initial advance payment will be made to the Grantee upon execution of this agreement by the Department, upon submission of a properly executed invoice form.

- 1) Progress payments shall be made by the Department on a periodic basis as prescribed in the Payment Schedule. Such payments shall be issued only upon receipt of the required financial and narrative reports described. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated.
  - 2) If the Payment Schedule so provides, a portion of the grant will be withheld pending receipt of the required final reports.
  - 3) The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.
  - 4) Grantee may not use any grant funds to satisfy any obligation which arose outside the work period.
- b) If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

#### **9. Matching and Cost Sharing Requirements**

If there are any matching and/or cost sharing requirements associated with this grant project, 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 OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

#### **10. Financial Management System**

- a) The Grantee's Chief Financial Officer shall be responsible for maintaining an adequate financial management system which shall provide for:
- 1) accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,
  - 2) records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
  - 3) effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
  - 4) comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B, Grant Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
  - 5) accounting records that are supported by source documentation,
  - 6) procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and
  - 7) procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

- b) The Department may require the submission of a Statement of Adequacy of Accounting System.
- c) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph a) of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

#### **11. Performance Reporting**

The Grantee will submit a full and complete final report including the final product described in the scope of work and any documentation supporting the completion of the grant project (i.e. photographs), the manner in which the funds were expended, and all associated receipts.

#### **12. 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 Scope of Work, Attachment A.
- b) The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
  - 1) problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods; and
  - 2) favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.
- c) The Department may, at its discretion, make site visits to: 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 deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

#### **13. Audit Requirements**

- a) Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, federal OMB Circulars A-133 Revised, and A-102 or A-110, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a non-federal entity funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 04-04-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and the federal OMB Circulars. If the Grantee expends a total of \$500,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

Grantees that expend less than \$500,000 in federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, OMB Circular No. A-133 Revised and State policy.

- b) Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section 14, Agreement Amendment; Section 16, Termination; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.

- c) In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the Department, subject to audits by the Department at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit required.
- d) Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

#### **14. Agreement Amendment**

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer. 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 exception. If the amendment being documented is of the type described in paragraph a), b), or c) below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by the originally authorized representatives of the parties will be required.

- a) The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the third anniversary of the original Grant Work Period Expiration date of this agreement. 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.
- b) The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total grant amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total grant amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500. 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.
- c) The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
  - 1) the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
  - 2) the Department notifies the Grantee at least thirty (30) days in advance of any reduction,
  - 3) after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
  - 4) the Department considers the Grantee's fixed costs when making any reduction.

#### **15. 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 a final report. The Department may permit extensions when requested in writing by the Grantee.
- b) The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Grant Budget.
- c) The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- d) In the event a final audit has not been performed prior to the closeout of this project, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.

- e) The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section 7, Property Management Standards.
- f) The Department retains the right to request any additional information necessary to close out this project and may retain any final grant payment until the closeout procedure is completed.

**16. Termination**

- a) If the Department determines that the Grantee has failed to comply with any terms or conditions of this agreement, then the Department may terminate this agreement, in whole or in part, upon thirty (30) days written notice, commencing with the date of mailing to the grantee's address indicated herein. If the Department 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 for commitments made prior to notice of such termination.
- b) 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.
- c) The closeout procedures described in Section 15 of this agreement shall apply in all cases of termination of this agreement.

**17. Access to Records**

The Grantee agrees to make available to the Department, any federal agency whose funds are expended in the course of this agreement, and any of their duly authorized representatives such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations.

- a) Whenever reasonable and practical, the Department 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 Department's responsibilities, however, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- b) The Department reserves the right to have access to records of any subcontractor and requires the Grantee to provide the Department access to such records in any contract with the subcontractor.
- c) The Department reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

**18. Record Retention:**

The Grantee shall retain financial, statistical, and all other records and supporting documents pertinent to this agreement for a period of three (3) years from the date the Grantee submits the final expenditure reports or the final performance reports, whichever is later. Records must be retained for such longer period as any applicable State or federal statute may require, with the qualifications stated below:

- a) If any litigation, claim, or audit is started before the end of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- b) Records for nonexpendable property acquired with Department funds shall be retained for three (3) years after its final disposition.
- c) The Department 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.

**19. Approvals and Authorizations**

- a) Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.

- b) If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation, the Grantee must submit with this agreement a corporate resolution, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance or resolution is received.
- c) If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- d) If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer.
- e) If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

**20. 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) Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:
  - 1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.
  - 2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- 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 the 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 the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- e) Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- f) Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- g) 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.

- h) 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.
- i) 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.
- j) Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.
- k) 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.
- l) Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown 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.
- m) Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- n) 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.
- o) Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.
- p) Change in Tax Status: The Grantee shall notify the New Jersey Department of Environmental Protection immediately should there be any change or expected change in the grantee's tax status as recognized by the U.S. Internal Revenue Service. (\* Disregard if grant made to a government unit.)
- q) Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure or otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section #16 of this agreement.

**21. Additional Provisions:**

A-1. Additional Federal Funded Agreement Provisions

yes  no

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS16-116**

**SCOPE OF SERVICES**

The Scope of Services for this agreement comprises the Grantee's proposal, and any modifications, amendments, and additions thereto, which is incorporated as part of this Attachment A.

Community Forestry Program Green Community Grants provide funding for assistance in the development of a comprehensive Community Forestry Management Plan (CFMP) approved pursuant to section 7 of P.L.1996, c.135 (C.13:1L-17.7), the New Jersey Shade Tree and Community Forestry Assistance Act. The CFMP will provide a proactive approach to tree/forest management that will lead to increased community safety, fewer tree hazard problems, reduced tree-related litigation, and increased environmental, social, and economic benefits as a result of healthy tree cover. Public education, awareness and outreach efforts related to the benefits of healthy trees are also encouraged through this grant.

To be reimbursed for the Green Communities grant, Municipalities or Counties will follow and meet the requirements for development of an approved 5-year Community Forestry Management Plan in accordance with the guidelines and standards of New Jersey Forestry Services and the New Jersey Community Forestry Council. Participants will also be required to meet the State's Training and Accreditation Program requirements. These guidelines may be found on the State website at: [www.communityforestry.nj.gov](http://www.communityforestry.nj.gov).

Funding will be provided by dedicated federal grant funds [The Urban and Community Forestry Program (CDFA 10.675)] to aid communities in developing community forestry management plans. All applicants are required to provide a matching contribution that must equal 100% or more of the State's contribution or 50% of the total project amount. These matching contributions can come from in-kind services (including volunteer work) and/or payments made. Matching contributions may include implementation practices

Within 90 days of receiving acknowledgement of the award, the Grantee will select a consultant to assist in creating the CFMP and advise the Community Forestry Program. (For the purposes of this grant agreement, the consultant is not a subcontractor under paragraph 4, page 4 of the form DEP-0069MG.).

When the CFMP is complete, the Grantee will follow the Community Forestry Program guidelines for submission and approval. The Grantee is advised to submit the plan to the State within 1.5 years to allow time for any needed amendments and reimbursement. Once the plan is confirmed as complete, it will be provided to the Community Forestry Council for review.

If the Community Forestry Council recommends amendments to the CFMP, the Grantee has six months to complete the required revisions and re-submit the plan. Technical assistance from the Community Forestry Program will be available for revising the plan. The CFMP will be resubmitted to the Community Forestry Council and the State Forester will grant final approval.

The Grantee will be reimbursed for the direct cost of hiring the consultant, up to the amount of the grant award. All contributions, whether cash and in-kind, will be accepted as an eligible part of the Grantee's matching share when such contributions meet all of the following criteria:

- a. Are verifiable from the Grantee's records;
- b. Are not included as contributions for any other federally-assisted program or contract;
- c. Are necessary and reasonable for the proper and efficient accomplishment of approved grant objectives;

- d. Are types of charges that would be allowable under the applicable Federal cost principles;
- e. Are used to support activities that are included in the approved grant agreement;
- f. Are incurred and contributed within the grant period

Payment will be made once the Grantee has submitted a CFMP and has received final approval. The Grantee will submit a final report summarizing the project, receipts marked as paid and documentation of in-kind contributions to the Forester managing the grant within 30 days of final approval of the CFMP. The determination as to whether the Grantee has satisfied its obligations for reimbursement, including the eligibility of costs for reimbursement, shall be at the sole discretion of the NJDEP, New Jersey State Forestry Services.

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS16-116**

**ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS**

**I. Debarment and Suspension**

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

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

**II. Restrictions on Lobbying**

- A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- (1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Appendix A-1-A, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.
  - (3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Appendix A-1-B, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.
- B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

**III. Compliance with the Civil Rights Act of 1964**

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

**IV. Trafficking Victim Protection Prohibition Statement**

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

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

**V. National Environmental Policy Act (NEPA)**

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

**VI. Eligible Workers**

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

**VII. Requirement for Data Universal Numbering System (DUNS) numbers**

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

Grantee (Loan Recipient or Contractor) DUNS Number 077544542

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER FS16-116

APPROVED PROJECT BUDGET

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs	0.00	0.00	0.00	0.00	0.00
Salaries					
Fringe Benefits	0.00	0.00	0.00	0.00	0.00
B. Consultants and Subcontractors	\$6000.00	\$3,000.00	0.00	\$3,000.00	0.00
C. Other Costs Specify					
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
D. Audit	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs	\$6,000.00	\$3,000.00	0.00	\$3,000.00	0.00
Less Program Income	0.00	0.00	0.00	0.00	0.00
Total Direct Costs	\$6,000.00	\$3,000.00	0.00	\$3,000.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
<b>TOTAL PROJECT AMOUNT</b>	<b>\$6,000.00</b>	<b>\$3,000.00</b>	<b>0.00</b>	<b>\$3,000.00</b>	<b>0.00</b>

TOTAL GRANT AMOUNT is  the sum of "Federal" and "State" column totals \$3,000.00  
 the sum of "Federal" "State" and "Other" column totals \$0.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: FS16-116

**GOVERNING BODY RESOLUTION**

The governing body of Township of Maplewood desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$3,000.00 to fund the following project:

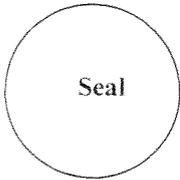
**Green Communities Grant  
Community Forestry Management Plan**

Therefore, the governing body resolves that Joe Manning or the successor to the office of Business Administrator 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 \$3,000.00 and not more than \$3,000.00, and (c) to execute  any amendments thereto  any amendments thereto which do not increase the Grantee's obligations.

\*The Township Committee of Maplewood authorizes and hereby agrees to match 50 % 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. 100 % 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 September 15, 2015  
Ayes: Messrs. DeLuca, Ryan, Brownlee Mrs. Lannier, Ms. Leventhal  
Noes: none  
Absent: none



\* 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 to be provided by the Grantee.

**CERTIFICATION\***

I, Liz Fritzen,  municipal clerk  county clerk  utilities Authority Clerk  (Other, specify: Township Clerk

of Township of Maplewood certify that this resolution was duly adopted by Township Committee of Maplewood at a meeting

duly held on the 15th day of September 2015; 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) \*  
Liz Fritzen

Township Clerk

Date: 9/15/15 \*\*

\* 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, Grantee must submit a currently certified copy of this Attachment C when it returns the executed agreement to the Department.

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT NUMBER: FS16-116**

**I. Grant Award Data and Signatures**

**Grantee's** - Name: TOWNSHIP OF MAPLEWOOD (the "Grantee")  
 Address: 574 Valley Street  
 Maplewood NJ 07040  
 Vendor ID #:22-6002065 Grantee Telephone #: 973-762-1175 XT13  
**Financial Officer's** - Name: Juan Uribe  
 - Title: Chief Financial Officer (the "Chief Financial Officer")

**The State of New Jersey (The "State")**  
**Department of Environmental Protection (the "Department" or the "DEP")**  
**Granting Agency's** - name: NJ STATE FORESTRY SERVICES (the Granting Agency")  
 - address: Mail Code 501-04, PO Box 420  
 Trenton, NJ 08625  
**Grant Officer's** - name: Patricia Shapella (the "Grant Officer")

**TITLE OF GRANT:** Green Communities Grant

**AMOUNT OF GRANT:** \$ 3,000.00

**WORK PERIOD:** The effective date of this agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this agreement commences on 9/1/2015 or the effective date, whichever is  earlier  later, and runs to 9/1/2017. Grant funds may be used only to satisfy obligations which arise during the work period.

**REPORT(S)/DELIVERABLE(S) DUE:** 30 days from the end of the work period

**PAYMENT SCHEDULE:** Reimbursement upon receipt of final expenditure report

**PURPOSE AND AUTHORITY:** Support to municipalities and counties for the development of comprehensive Community Forest Management Plans

Source of funds		AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE/ FEDERAL AGENCY	ACCOUNT TITLE FEDERAL GRANT AWARD NAME/NUMBER
	State General Fund	0.00			
	Federal	\$3,000.00	FY14-100-042-4870-038	10.675	Urban and Community Forestry Program 14-11420004-245 (Green Communities Grant)
	Grantee	\$3,000.00			
	Other (i.e. bond fund, tax fund etc.)	0.00			
	<b>\$6,000.00</b>	<b>TOTAL APPROVED PROJECT AMOUNT</b>			

**STATE AND GRANTEE APPROVAL SIGNATURES**

**APPROVED AS TO LEGAL FORM**

For the State: \*

\_\_\_\_\_  
(signature)  
\_\_\_\_\_, Deputy Attorney General  
(print name)

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 GRANTING AGENCY**

**NJ STATE FORESTRY SERVICES**  
(print name of Granting Agency; all capitals)

By: \_\_\_\_\_  
(signature)  
Lynn E. Fleming  
(print name)

Director/State Forester  
(print title)  
Date: 9/14/15

**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 in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement and in each attachment selected as "ATTACHED" in the Table of Attachments.

**SIGNED**

TOWNSHIP OF MAPLEWOOD

By: Joseph Manning  
(signature)  
Joe Manning  
(Print name)  
Business Administrator  
(print title)

Date: 9-14-15

**COUNTERSIGNED:**

THE STATE OF NEW JERSEY

By: The DEP

By: \_\_\_\_\_  
(signature)  
Richard Boornazian  
(print name)

Assistant Commissioner  
(print title; Commissioner or authorized delegate)

Date: \_\_\_\_\_

## II. General Terms

The Grantee, in consideration for receipt of Grant Funds, and the Department agree as follows:

### 1. Use of Funds

Grant funds are to be used solely for the purpose described in the approved project "Scope of Work" appended to this Grant Agreement (Attachment A). Reimbursement may be obtained only for costs described in the Grant Budget (Attachment B). Grant funds are not to be used:

- a) to lobby or otherwise attempt to influence legislation or government policy;
- b) to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;
- c) to make grants to individuals or other organizations;
- d) to undertake any activity for any purpose other than is set forth in this agreement.

### 2. Compliance with Existing Laws and Policies

- a) The Grantee agrees in the performance of this agreement to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Such laws, rules, regulations, and policies include, but are not limited to, the following:
  - 1) The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
  - 2) The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq., if applicable.
  - 3) The "New Jersey Conflicts of Interest Law", the act codified at N.J.S.A. 52:13D-12 et seq., and the Local Government Ethics Law, the act codified at N.J.S.A. 40A:9-22.1 et seq.
  - 4) The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., if applicable, and
  - 5) New Jersey State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.
- b) The Grantee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15.
- c) The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.
- d) The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
  - 1) United States Office of Management and Budget ("OMB") Circulars A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230), the Cost Principles: Educational Institutions; State, Local, and Indian Tribal Governments; Non-Profit Organizations, respectively,
  - 2) OMB Circulars A-102 and A-110 (2 CFR Part 215), the Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively,
  - 3) OMB Circular A-133, Revised, Audits of States, Local Governments, and Nonprofit Organizations,
  - 4) Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.) <http://www.whitehouse.gov/omb/grants/chart.aspx>, and
  - 5) Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

### 3. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought

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

#### **4. 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 the Department's Subcontractor Certification form.
- b) The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.
- c) The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

#### **5. Availability of Funds:**

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.

#### **6. Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

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

#### **7. Property Management Standards**

Property furnished by the Department, or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds, shall be utilized and disposed

of in a manner generally consistent with State and federal requirements (OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law).

#### **8. Method of Payment**

- a) Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.

If this agreement provides for an advance payment, as detailed in the Payment Schedule, such initial advance payment will be made to the Grantee upon execution of this agreement by the Department, upon submission of a properly executed invoice form.

- 1) Progress payments shall be made by the Department on a periodic basis as prescribed in the Payment Schedule. Such payments shall be issued only upon receipt of the required financial and narrative reports described. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated.
  - 2) If the Payment Schedule so provides, a portion of the grant will be withheld pending receipt of the required final reports.
  - 3) The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.
  - 4) Grantee may not use any grant funds to satisfy any obligation which arose outside the work period.
- b) If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

#### **9. Matching and Cost Sharing Requirements**

If there are any matching and/or cost sharing requirements associated with this grant project, 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 OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

#### **10. Financial Management System**

- a) The Grantee's Chief Financial Officer shall be responsible for maintaining an adequate financial management system which shall provide for:
- 1) accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,
  - 2) records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
  - 3) effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
  - 4) comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B, Grant Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
  - 5) accounting records that are supported by source documentation,
  - 6) procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and
  - 7) procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

- b) The Department may require the submission of a Statement of Adequacy of Accounting System.
- c) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph a) of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

#### **11. Performance Reporting**

The Grantee will submit a full and complete final report including the final product described in the scope of work and any documentation supporting the completion of the grant project (i.e. photographs), the manner in which the funds were expended, and all associated receipts.

#### **12. 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 Scope of Work, Attachment A.
- b) The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
  - 1) problems, delays; or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods; and
  - 2) favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.
- c) The Department may, at its discretion, make site visits to: 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 deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

#### **13. Audit Requirements**

- a) Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, federal OMB Circulars A-133 Revised, and A-102 or A-110, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a non-federal entity funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 04-04-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and the federal OMB Circulars. If the Grantee expends a total of \$500,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

Grantees that expend less than \$500,000 in federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, OMB Circular No. A-133 Revised and State policy.

- b) Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section 14, Agreement Amendment; Section 16, Termination; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.

- c) In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the Department, subject to audits by the Department at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit required.
- d) Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

#### **14. Agreement Amendment**

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer. 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 exception. If the amendment being documented is of the type described in paragraph a), b), or c) below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by the originally authorized representatives of the parties will be required.

- a) The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the third anniversary of the original Grant Work Period Expiration date of this agreement. 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.
- b) The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total grant amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total grant amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500. 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.
- c) The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
  - 1) the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
  - 2) the Department notifies the Grantee at least thirty (30) days in advance of any reduction,
  - 3) after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
  - 4) the Department considers the Grantee's fixed costs when making any reduction.

#### **15. 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 a final report. The Department may permit extensions when requested in writing by the Grantee.
- b) The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Grant Budget.
- c) The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- d) In the event a final audit has not been performed prior to the closeout of this project, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.

- e) The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section 7, Property Management Standards.
- f) The Department retains the right to request any additional information necessary to close out this project and may retain any final grant payment until the closeout procedure is completed.

**16. Termination**

- a) If the Department determines that the Grantee has failed to comply with any terms or conditions of this agreement, then the Department may terminate this agreement, in whole or in part, upon thirty (30) days written notice, commencing with the date of mailing to the grantee's address indicated herein. If the Department 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 for commitments made prior to notice of such termination.
- b) 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.
- c) The closeout procedures described in Section 15 of this agreement shall apply in all cases of termination of this agreement.

**17. Access to Records**

The Grantee agrees to make available to the Department, any federal agency whose funds are expended in the course of this agreement, and any of their duly authorized representatives such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations.

- a) Whenever reasonable and practical, the Department 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 Department's responsibilities, however, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- b) The Department reserves the right to have access to records of any subcontractor and requires the Grantee to provide the Department access to such records in any contract with the subcontractor.
- c) The Department reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

**18. Record Retention:**

The Grantee shall retain financial, statistical, and all other records and supporting documents pertinent to this agreement for a period of three (3) years from the date the Grantee submits the final expenditure reports or the final performance reports, whichever is later. Records must be retained for such longer period as any applicable State or federal statute may require, with the qualifications stated below:

- a) If any litigation, claim, or audit is started before the end of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- b) Records for nonexpendable property acquired with Department funds shall be retained for three (3) years after its final disposition.
- c) The Department 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.

**19. Approvals and Authorizations**

- a) Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.

- b) If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation, the Grantee must submit with this agreement a corporate resolution, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance or resolution is received.
- c) If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- d) If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer.
- e) If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

**20. 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) Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:
  - 1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.
  - 2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- 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 the 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 the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- e) Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- f) Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- g) 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.

- h) 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.
- i) 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.
- j) Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.
- k) 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.
- l) Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown 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.
- m) Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- n) 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.
- o) Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.
- p) Change in Tax Status: The Grantee shall notify the New Jersey Department of Environmental Protection immediately should there be any change or expected change in the grantee's tax status as recognized by the U.S. Internal Revenue Service. (\* Disregard if grant made to a government unit.)
- q) Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure or otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section #16 of this agreement.

**21. Additional Provisions:**

A-1. Additional Federal Funded Agreement Provisions

yes  no

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS16-116**

**SCOPE OF SERVICES**

The Scope of Services for this agreement comprises the Grantee's proposal, and any modifications, amendments, and additions thereto, which is incorporated as part of this Attachment A.

Community Forestry Program Green Community Grants provide funding for assistance in the development of a comprehensive Community Forestry Management Plan (CFMP) approved pursuant to section 7 of P.L.1996, c.135 (C. 13:1L-17.7), the New Jersey Shade Tree and Community Forestry Assistance Act. The CFMP will provide a proactive approach to tree/forest management that will lead to increased community safety, fewer tree hazard problems, reduced tree-related litigation, and increased environmental, social, and economic benefits as a result of healthy tree cover. Public education, awareness and outreach efforts related to the benefits of healthy trees are also encouraged through this grant.

To be reimbursed for the Green Communities grant, Municipalities or Counties will follow and meet the requirements for development of an approved 5-year Community Forestry Management Plan in accordance with the guidelines and standards of New Jersey Forestry Services and the New Jersey Community Forestry Council. Participants will also be required to meet the State's Training and Accreditation Program requirements. These guidelines may be found on the State website at: [www.communityforestry.nj.gov](http://www.communityforestry.nj.gov).

Funding will be provided by dedicated federal grant funds [The Urban and Community Forestry Program (CDFA 10.675)] to aid communities in developing community forestry management plans. All applicants are required to provide a matching contribution that must equal 100% or more of the State's contribution or 50% of the total project amount. These matching contributions can come from in-kind services (including volunteer work) and/or payments made. Matching contributions may include implementation practices

Within 90 days of receiving acknowledgement of the award, the Grantee will select a consultant to assist in creating the CFMP and advise the Community Forestry Program. (For the purposes of this grant agreement, the consultant is not a subcontractor under paragraph 4, page 4 of the form DEP-0069MG.)

When the CFMP is complete, the Grantee will follow the Community Forestry Program guidelines for submission and approval. The Grantee is advised to submit the plan to the State within 1.5 years to allow time for any needed amendments and reimbursement. Once the plan is confirmed as complete, it will be provided to the Community Forestry Council for review.

If the Community Forestry Council recommends amendments to the CFMP, the Grantee has six months to complete the required revisions and re-submit the plan. Technical assistance from the Community Forestry Program will be available for revising the plan. The CFMP will be resubmitted to the Community Forestry Council and the State Forester will grant final approval.

The Grantee will be reimbursed for the direct cost of hiring the consultant, up to the amount of the grant award. All contributions, whether cash and in-kind, will be accepted as an eligible part of the Grantee's matching share when such contributions meet all of the following criteria:

- a. Are verifiable from the Grantee's records;
- b. Are not included as contributions for any other federally-assisted program or contract;
- c. Are necessary and reasonable for the proper and efficient accomplishment of approved grant objectives;

- d. Are types of charges that would be allowable under the applicable Federal cost principles;
- e. Are used to support activities that are included in the approved grant agreement;
- f. Are incurred and contributed within the grant period

Payment will be made once the Grantee has submitted a CFMP and has received final approval. The Grantee will submit a final report summarizing the project, receipts marked as paid and documentation of in-kind contributions to the Forester managing the grant within 30 days of final approval of the CFMP. The determination as to whether the Grantee has satisfied its obligations for reimbursement, including the eligibility of costs for reimbursement, shall be at the sole discretion of the NJDEP, New Jersey State Forestry Services.

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS16-116**

**ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS**

**I. Debarment and Suspension**

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

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

**II. Restrictions on Lobbying**

- A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- (1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Appendix A-1-A, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.
  - (3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Appendix A-1-B, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.
- B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

**III. Compliance with the Civil Rights Act of 1964**

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

**IV. Trafficking Victim Protection Prohibition Statement**

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

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

**V. National Environmental Policy Act (NEPA)**

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

**VI. Eligible Workers**

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

**VII. Requirement for Data Universal Numbering System (DUNS) numbers**

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

Grantee (Loan Recipient or Contractor) DUNS Number 077544542

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT IDENTIFIER FS16-116  
APPROVED PROJECT BUDGET**

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs	0.00	0.00	0.00	0.00	0.00
Salaries					
Fringe Benefits	0.00	0.00	0.00	0.00	0.00
B. Consultants and Subcontractors	\$6000.00	\$3,000.00	0.00	\$3,000.00	0.00
C. Other Costs Specify					
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
D. Audit	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs	\$6,000.00	\$3,000.00	0.00	\$3,000.00	0.00
Less Program Income	0.00	0.00	0.00	0.00	0.00
Total Direct Costs	\$6,000.00	\$3,000.00	0.00	\$3,000.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
<b>TOTAL PROJECT AMOUNT</b>	<b>\$6,000.00</b>	<b>\$3,000.00</b>	<b>0.00</b>	<b>\$3,000.00</b>	<b>0.00</b>

TOTAL GRANT AMOUNT is  the sum of "Federal" and "State" column totals \$3,000.00  
 the sum of "Federal" "State" and "Other" column totals \$0.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS16-116**

**GOVERNING BODY RESOLUTION**

The governing body of Township of Maplewood desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$3,000.00 to fund the following project:

**Green Communities Grant  
Community Forestry Management Plan**

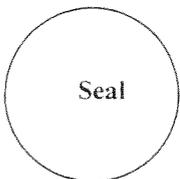
Therefore, the governing body resolves that Joe Manning or the successor to the office of Business Administrator is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$3,000.00 and not more than \$3,000.00, and (c) to execute  any amendments thereto  any amendments thereto which do not increase the Grantee's obligations.

\*The Township Committee of Maplewood authorizes and hereby agrees to match 50 % 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. 100 % 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 \_\_\_\_\_, \_\_\_\_\_.

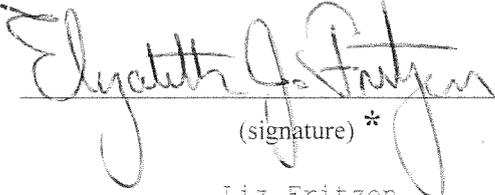
Ayes: \_\_\_\_\_  
Noes: \_\_\_\_\_  
Absent: \_\_\_\_\_



\* 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 to be provided by the Grantee.

**CERTIFICATION\***

I, Liz Fritzen,  municipal clerk  county clerk  utilities Authority Clerk  (Other, specify: Township Clerk  
of Township of Maplewood certify that this resolution was duly adopted by Township Committee of Maplewood at a  
meeting  
duly held on the 15<sup>th</sup> day of September, 2015, 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) \*  
Liz Fritzen

Township Clerk

Date: 9/15/15 \*\*

\* 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, Grantee must submit a currently certified copy of this Attachment C when it returns the executed agreement to the Department.

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION  
GRANT NUMBER: FS16-116**

**I. Grant Award Data and Signatures**

<b>Grantee's</b>	- Name: TOWNSHIP OF MAPLEWOOD (the "Grantee") Address: 574 Valley Street Maplewood NJ 07040 Vendor ID #:22-6002065    Grantee Telephone #: 973-762-1175 XT13
<b>Financial Officer's</b>	Name: Juan Uribe - Title: Chief Financial Officer (the "Chief Financial Officer")

<b>The State of New Jersey (The "State")</b>
<b>Department of Environmental Protection (the "Department" or the "DEP")</b>
<b>Granting Agency's</b> - name: <u>NJ STATE FORESTRY SERVICES</u> (the Granting Agency) - address: Mail Code 501-04, PO Box 420 Trenton, NJ 08625
<b>Grant Officer's</b> - name: Patricia Shapella (the "Grant Officer")

**TITLE OF GRANT:** Green Communities Grant

**AMOUNT OF GRANT:** \$ 3,000.00

**WORK PERIOD:** The effective date of this agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this agreement commences on 9/1/2015 or the effective date, whichever is  earlier  later, and runs to 9/1/2017. Grant funds may be used only to satisfy obligations which arise during the work period.

**REPORT(S)/DELIVERABLE(S) DUE:** 30 days from the end of the work period

**PAYMENT SCHEDULE:** Reimbursement upon receipt of final expenditure report

**PURPOSE AND AUTHORITY:** Support to municipalities and counties for the development of comprehensive Community Forest Management Plans

Source of funds	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE/ FEDERAL AGENCY	ACCOUNT TITLE FEDERAL GRANT AWARD NAME/NUMBER
State General Fund	0.00			
Federal	\$3,000.00	FY14-100-042-4870-038	10.675	Urban and Community Forestry Program 14-11420004-245 (Green Communities Grant)
Grantee	\$3,000.00			
Other (i.e. bond fund, tax fund etc.)	0.00			
	<b>\$6,000.00</b>	<b>TOTAL APPROVED PROJECT AMOUNT</b>		

STATE AND GRANTEE APPROVAL SIGNATURES

APPROVED AS TO LEGAL FORM

For the State: \*

\_\_\_\_\_  
(signature)

\_\_\_\_\_, Deputy Attorney General  
(print name)

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 GRANTING AGENCY

NJ STATE FORESTRY SERVICES  
(print name of Granting Agency; all capitals)

By: \_\_\_\_\_  
(signature)

Lynn E. Fleming  
(print name)

Director/State Forester  
(print title)

Date: 9/11/15

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 in its General Terms and Conditions and fully authorized and empowered to enter into and bind their organization to all obligations under this agreement and in each attachment selected as "ATTACHED" in the Table of Attachments.

SIGNED

TOWNSHIP OF MAPLEWOOD

By: Joe Manning  
(signature)

Joe Manning  
(Print name)

Business Administrator  
(print title)

Date: 9/16/15

COUNTERSIGNED:

THE STATE OF NEW JERSEY

By: The DEP

By: \_\_\_\_\_  
(signature)

Richard Boornazian  
(print name)

Assistant Commissioner  
(print title; Commissioner or authorized delegate)

Date: \_\_\_\_\_

## II. General Terms

The Grantee, in consideration for receipt of Grant Funds, and the Department agree as follows:

### 1. Use of Funds

Grant funds are to be used solely for the purpose described in the approved project "Scope of Work" appended to this Grant Agreement (Attachment A). Reimbursement may be obtained only for costs described in the Grant Budget (Attachment B). Grant funds are not to be used:

- a) to lobby or otherwise attempt to influence legislation or government policy;
- b) to influence the outcome of any specific election or to carry on, directly or indirectly, any voter registration drive;
- c) to make grants to individuals or other organizations;
- d) to undertake any activity for any purpose other than is set forth in this agreement.

### 2. Compliance with Existing Laws and Policies

- a) The Grantee agrees in the performance of this agreement to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Such laws, rules, regulations, and policies include, but are not limited to, the following:
  - 1) The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq.
  - 2) The New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. , if applicable.
  - 3) The "New Jersey Conflicts of Interest Law", the act codified at N.J.S.A. 52:13D-12 et seq., and the Local Government Ethics Law, the act codified at N.J.S.A. 40A:9-22.1 et seq.
  - 4) The Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., if applicable, and
  - 5) New Jersey State Circular Letter 04-04-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid.
- b) The Grantee represents and warrants that no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15.
- c) The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.
- d) The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
  - 1) United States Office of Management and Budget ("OMB") Circulars A-21 (2 CFR Part 220), A-87 (2 CFR Part 225), and A-122 (2 CFR Part 230), the Cost Principles: Educational Institutions; State, Local, and Indian Tribal Governments; Non-Profit Organizations, respectively,
  - 2) OMB Circulars A-102 and A-110 (2 CFR Part 215), the Uniform Administrative Requirements for Grants in Aid and Other Agreements: State and Local Governments; Institutions of Higher Education, Hospitals and Other Non-Profit Organizations, respectively,
  - 3) OMB Circular A-133, Revised, Audits of States, Local Governments, and Nonprofit Organizations,
  - 4) Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.) <http://www.whitehouse.gov/omb/grants/chart.aspx>, and
  - 5) Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).

### 3. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought

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

#### **4. 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 the Department's Subcontractor Certification form.
- b) The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.
- c) The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

#### **5. Availability of Funds:**

The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.

#### **6. Procurement Standards**

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

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

#### **7. Property Management Standards**

Property furnished by the Department, or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds, shall be utilized and disposed

of in a manner generally consistent with State and federal requirements (OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law).

**8. Method of Payment**

- a) Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.

If this agreement provides for an advance payment, as detailed in the Payment Schedule, such initial advance payment will be made to the Grantee upon execution of this agreement by the Department, upon submission of a properly executed invoice form.

- 1) Progress payments shall be made by the Department on a periodic basis as prescribed in the Payment Schedule. Such payments shall be issued only upon receipt of the required financial and narrative reports described. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated.
  - 2) If the Payment Schedule so provides, a portion of the grant will be withheld pending receipt of the required final reports.
  - 3) The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this agreement.
  - 4) Grantee may not use any grant funds to satisfy any obligation which arose outside the work period.
- b) If the grant covered by this agreement includes federal funds, all invoices must be submitted by the Grantee and all payments must be made by the State no later than ninety (90) days after the end of the work period.

**9. Matching and Cost Sharing Requirements**

If there are any matching and/or cost sharing requirements associated with this grant project, 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 OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

**10. Financial Management System**

- a) The Grantee's Chief Financial Officer shall be responsible for maintaining an adequate financial management system which shall provide for:
- 1) accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,
  - 2) records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
  - 3) effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
  - 4) comparison of actual outlays with budgeted amounts for all major cost categories on Attachment B, Grant Budget, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
  - 5) accounting records that are supported by source documentation,
  - 6) procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and
  - 7) procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of federal OMB Circulars A-102 or A-110 and the appropriate federal common rule, whichever would be applicable under federal law.

- b) The Department may require the submission of a Statement of Adequacy of Accounting System.
- c) The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph a) of this Section, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

### **11. Performance Reporting**

The Grantee will submit a full and complete final report including the final product described in the scope of work and any documentation supporting the completion of the grant project (i.e. photographs), the manner in which the funds were expended, and all associated receipts.

### **12. 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 Scope of Work, Attachment A.
- b) The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
  - 1) problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods; and
  - 2) favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.
- c) The Department may, at its discretion, make site visits to: 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 deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

### **13. Audit Requirements**

- a) Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, federal OMB Circulars A-133 Revised, and A-102 or A-110, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a non-federal entity funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 04-04-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and the federal OMB Circulars. If the Grantee expends a total of \$500,000 or more in federal financial assistance or State financial assistance in the Grantee's fiscal year, the Grantee must have a single audit performed.

Grantees that expend less than \$500,000 in federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, OMB Circular No. A-133 Revised and State policy.

- b) Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section 14, Agreement Amendment; Section 16, Termination; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.

- c) In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the Department, subject to audits by the Department at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit required.
- d) Copies of all audit reports involving this agreement must be sent to the DEP, Office of Audit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

#### **14. Agreement Amendment**

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer. 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 exception. If the amendment being documented is of the type described in paragraph a), b), or c) below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by the originally authorized representatives of the parties will be required.

- a) The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the third anniversary of the original Grant Work Period Expiration date of this agreement. 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.
- b) The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total grant amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total grant amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500. 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.
- c) The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
  - 1) the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
  - 2) the Department notifies the Grantee at least thirty (30) days in advance of any reduction,
  - 3) after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
  - 4) the Department considers the Grantee's fixed costs when making any reduction.

#### **15. 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 a final report. The Department may permit extensions when requested in writing by the Grantee.
- b) The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Grant Budget.
- c) The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- d) In the event a final audit has not been performed prior to the closeout of this project, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.

- e) The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section 7, Property Management Standards.
- f) The Department retains the right to request any additional information necessary to close out this project and may retain any final grant payment until the closeout procedure is completed.

**16. Termination**

- a) If the Department determines that the Grantee has failed to comply with any terms or conditions of this agreement, then the Department may terminate this agreement, in whole or in part, upon thirty (30) days written notice, commencing with the date of mailing to the grantee's address indicated herein. If the Department 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 for commitments made prior to notice of such termination.
- b) 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.
- c) The closeout procedures described in Section 15 of this agreement shall apply in all cases of termination of this agreement.

**17. Access to Records**

The Grantee agrees to make available to the Department, any federal agency whose funds are expended in the course of this agreement, and any of their duly authorized representatives such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Grantee's operations.

- a) Whenever reasonable and practical, the Department 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 Department's responsibilities, however, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
- b) The Department reserves the right to have access to records of any subcontractor and requires the Grantee to provide the Department access to such records in any contract with the subcontractor.
- c) The Department reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

**18. Record Retention:**

The Grantee shall retain financial, statistical, and all other records and supporting documents pertinent to this agreement for a period of three (3) years from the date the Grantee submits the final expenditure reports or the final performance reports, whichever is later. Records must be retained for such longer period as any applicable State or federal statute may require, with the qualifications stated below:

- a) If any litigation, claim, or audit is started before the end of the three-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
- b) Records for nonexpendable property acquired with Department funds shall be retained for three (3) years after its final disposition.
- c) The Department 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.

**19. Approvals and Authorizations**

- a) Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.

- b) If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation, the Grantee must submit with this agreement a corporate resolution, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance or resolution is received.
- c) If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- d) If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer.
- e) If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in this agreement.

**20. 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) Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:
  - 1) The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.
  - 2) If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- 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 the 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 the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- e) Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- f) Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- g) 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.

- h) 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.
- i) 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.
- j) Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.
- k) 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.
- l) Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown 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.
- m) Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- n) 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.
- o) Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.
- p) Change in Tax Status: The Grantee shall notify the New Jersey Department of Environmental Protection immediately should there be any change or expected change in the grantee's tax status as recognized by the U.S. Internal Revenue Service. (\* Disregard if grant made to a government unit.)
- q) Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure or otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section #16 of this agreement.

**21. Additional Provisions:**

A-1. Additional Federal Funded Agreement Provisions

yes  no

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS16-116**

**SCOPE OF SERVICES**

The Scope of Services for this agreement comprises the Grantee's proposal, and any modifications, amendments, and additions thereto, which is incorporated as part of this Attachment A.

Community Forestry Program Green Community Grants provide funding for assistance in the development of a comprehensive Community Forestry Management Plan (CFMP) approved pursuant to section 7 of P.L.1996, c.135 (C. 13:1L-17.7), the New Jersey Shade Tree and Community Forestry Assistance Act. The CFMP will provide a proactive approach to tree/forest management that will lead to increased community safety, fewer tree hazard problems, reduced tree-related litigation, and increased environmental, social, and economic benefits as a result of healthy tree cover. Public education, awareness and outreach efforts related to the benefits of healthy trees are also encouraged through this grant.

To be reimbursed for the Green Communities grant, Municipalities or Counties will follow and meet the requirements for development of an approved 5-year Community Forestry Management Plan in accordance with the guidelines and standards of New Jersey Forestry Services and the New Jersey Community Forestry Council. Participants will also be required to meet the State's Training and Accreditation Program requirements. These guidelines may be found on the State website at: [www.communityforestry.nj.gov](http://www.communityforestry.nj.gov).

Funding will be provided by dedicated federal grant funds [The Urban and Community Forestry Program (CDFA 10.675)] to aid communities in developing community forestry management plans. All applicants are required to provide a matching contribution that must equal 100% or more of the State's contribution or 50% of the total project amount. These matching contributions can come from in-kind services (including volunteer work) and/or payments made. Matching contributions may include implementation practices

Within 90 days of receiving acknowledgement of the award, the Grantee will select a consultant to assist in creating the CFMP and advise the Community Forestry Program. (For the purposes of this grant agreement, the consultant is not a subcontractor under paragraph 4, page 4 of the form DEP-0069MG.).

When the CFMP is complete, the Grantee will follow the Community Forestry Program guidelines for submission and approval. The Grantee is advised to submit the plan to the State within 1.5 years to allow time for any needed amendments and reimbursement. Once the plan is confirmed as complete, it will be provided to the Community Forestry Council for review.

If the Community Forestry Council recommends amendments to the CFMP, the Grantee has six months to complete the required revisions and re-submit the plan. Technical assistance from the Community Forestry Program will be available for revising the plan. The CFMP will be resubmitted to the Community Forestry Council and the State Forester will grant final approval.

The Grantee will be reimbursed for the direct cost of hiring the consultant, up to the amount of the grant award. All contributions, whether cash and in-kind, will be accepted as an eligible part of the Grantee's matching share when such contributions meet all of the following criteria:

- a. Are verifiable from the Grantee's records;
- b. Are not included as contributions for any other federally-assisted program or contract;
- c. Are necessary and reasonable for the proper and efficient accomplishment of approved grant objectives;

- d. Are types of charges that would be allowable under the applicable Federal cost principles;
- e. Are used to support activities that are included in the approved grant agreement;
- f. Are incurred and contributed within the grant period

Payment will be made once the Grantee has submitted a CFMP and has received final approval. The Grantee will submit a final report summarizing the project, receipts marked as paid and documentation of in-kind contributions to the Forester managing the grant within 30 days of final approval of the CFMP. The determination as to whether the Grantee has satisfied its obligations for reimbursement, including the eligibility of costs for reimbursement, shall be at the sole discretion of the NJDEP, New Jersey State Forestry Services.

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS16-116**

**ADDITIONAL FEDERAL FUNDED AGREEMENT PROVISIONS**

**I. Debarment and Suspension**

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

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

**II. Restrictions on Lobbying**

- A. The Grantee (Loan Recipient or Contractor) agrees to fully comply with Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>. The Grantee (Loan Recipient or Contractor) shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.
- (1) No federal appropriated funds may be expended by the Grantee (Loan Recipient or Contractor) to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (2) The Grantee (Loan Recipient or Contractor) shall file with the Department a certification, set forth in Appendix A-1-A, that the Grantee (Loan Recipient or Contractor) has not made, and will not make, any payment prohibited by paragraph (1) of this section.
  - (3) The Grantee (Loan Recipient or Contractor) shall file with the Department a disclosure form, set forth in Appendix A-1-B, following instructions contained in the Common Rule regulations for federal agencies, *NEW RESTRICTIONS ON LOBBYING* found in <http://www.whitehouse.gov/omb/grants/chart.aspx>, if the Grantee (Loan Recipient or Contractor) has made or has agreed to make any payment using non-federal funds which would be prohibited under paragraph (1) of this section if paid for with federal funds.
- B. In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under the *NEW RESTRICTIONS ON LOBBYING* Common Rule regulations or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

**III. Compliance with the Civil Rights Act of 1964**

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

**IV. Trafficking Victim Protection Prohibition Statement**

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

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

**V. National Environmental Policy Act (NEPA)**

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

**VI. Eligible Workers**

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

**VII. Requirement for Data Universal Numbering System (DUNS) numbers**

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

Grantee (Loan Recipient or Contractor) DUNS Number 077544542

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER FS16-116

**APPROVED PROJECT BUDGET**

ACCOUNT DESCRIPTION	TOTAL BUDGET	FEDERAL	STATE	GRANTEE	OTHER
A. Personnel Costs	0.00	0.00	0.00	0.00	0.00
Salaries					
Fringe Benefits	0.00	0.00	0.00	0.00	0.00
B. Consultants and Subcontractors	\$6000.00	\$3,000.00	0.00	\$3,000.00	0.00
C. Other Costs Specify					
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
▪	0.00	0.00	0.00	0.00	0.00
D. Audit	0.00	0.00	0.00	0.00	0.00
Subtotal Direct Costs	\$6,000.00	\$3,000.00	0.00	\$3,000.00	0.00
Less Program Income	0.00	0.00	0.00	0.00	0.00
Total Direct Costs	\$6,000.00	\$3,000.00	0.00	\$3,000.00	0.00
Indirect Costs	0.00	0.00	0.00	0.00	0.00
<b>TOTAL PROJECT AMOUNT</b>	<b>\$6,000.00</b>	<b>\$3,000.00</b>	<b>0.00</b>	<b>\$3,000.00</b>	<b>0.00</b>

TOTAL GRANT AMOUNT is  the sum of "Federal" and "State" column totals \$3,000.00  
 the sum of "Federal" "State" and "Other" column totals \$0.00

The sums identified in the "Total Budget" column are itemized and justified in Attachment A, Scope of Work

**GRANT AGREEMENT  
BETWEEN  
TOWNSHIP OF MAPLEWOOD  
AND  
THE STATE OF NEW JERSEY  
BY AND FOR  
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**GRANT IDENTIFIER: FS16-116**

**GOVERNING BODY RESOLUTION**

The governing body of Township of Maplewood desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$3,000.00 to fund the following project:

**Green Communities Grant  
Community Forestry Management Plan**

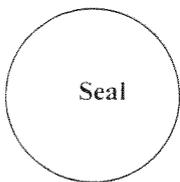
Therefore, the governing body resolves that Joe Manning or the successor to the office of Business Administrator is authorized (a) to make application for such a grant, (b) if awarded, to execute a grant agreement with the State for a grant in an amount not less than \$3,000.00 and not more than \$3,000.00 , and (c) to execute  any amendments thereto  any amendments thereto which do not increase the Grantee's obligations.

\*The Township Committee of Maplewood authorizes and hereby agrees to match 50 % 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. 100 % 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 to be provided by the Grantee.

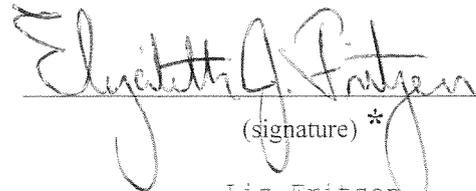
CERTIFICATION\*

I, Liz Fritzen,  municipal clerk  county clerk  utilities Authority Clerk  (Other, specify: Township Clerk

of Township of Maplewood certify that this resolution was duly adopted by Township Committee of Maplewood at a meeting

duly held on the 15th day of September 2015 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) \*  
Liz Fritzen

Township Clerk

Date: 9/15/15 \*\*

\* 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, Grantee must submit a currently certified copy of this Attachment C when it returns the executed agreement to the Department.