



AGENDA

CITY OF CAMDEN

CITY COUNCIL REGULAR MEETING

February 9th, 2021 – 5:00 p.m.

Honorable Curtis Jenkins, President

Honorable Marilyn Torres, Vice President

Honorable Victor Carstarphen

Honorable Sheila Davis

Honorable Angel Fuentes

Honorable Felisha Reyes-Morton

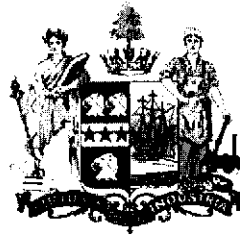
Honorable Shaneka Boucher

Honorable Francisco "Frank" Moran, Mayor

Michelle Spearman, City Attorney

Howard McCoach-Acting Counsel to Council

Luis Pastoriza, Municipal Clerk



CITY COUNCIL AGENDA

TUESDAY, FEBRUARY 9TH, 2021 – 5:00 P.M.
CITY COUNCIL CHAMBER

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

APPROVAL OF MINUTES

COMMUNICATIONS

Department of Finance

1. **Check registers** of the City of Camden for the period of December 18th, 2021 to January 24th, 2021
2. **Payroll register summary** for the City of Camden for the pay period of 12/20/21, 1/03/2021, 1/17/2021

OLD BUSINESS

ORDINANCES – FIRST READING

Office of City Council

1. Ordinance amending and supplementing Municipal Ordinance MC-92, adopted October 25, 1964, as amended by MC-1001, adopted July 24, 1975, and as amended by MC-1766, adopted August 13, 1981 and as amended by MC-5220 adopted on October 8, 2019

Office of the City Attorney

2. Ordinance authorizing the removal of deed restrictions and reversionary language on 133 North 35th Street
3. Ordinance authorizing the acceptance of a conservation deed restriction for Andujar Park

Department of Development & Planning

4. Ordinance authorizing the street vacation (lot consolidation) for Miller Fabricators, 1135 Mt. Ephraim Avenue, Block 399, Lot 1 currently lots 46, 54, 58-60, 65, 69-70, 108, 112 and 113 as more particularly set forth in the attached metes and bounds descriptions pursuant to and in accordance with N.J.S.A. 40:67-1, ET SEQ.

ORDINANCES – SECOND READING & PUBLIC HEARING

Department of Administration

1. Ordinance amending MC-4787 adopted by City Council on October 8, 2013
2. Ordinance authorizing an amendment to the lease agreement with the City of Camden and the County of Camden for the 7 Camden City Parks

Department of Public Works

3. An Ordinance designating certain areas in the City of Camden "As handicapped parking only"
4. An Ordinance authorizing the upgrade to personalized signage of a certain location of its handicap parking privileges
5. An Ordinance authorizing the removal of handicap parking privileges in certain locations in the City of Camden
6. An ordinance authorizing the removal of handicap parking privileges in certain locations in the City of Camden
7. Ordinance amending Ordinance MC-38 to create a loading and unloading zone at 2800 Federal Street

RESOLUTIONS

Office of City Council

1. Resolution re-appointing Ian Leonard to the Affirmative Action Review Council of the City of Camden for a two (2) year term, expiring February 8th, 2023
2. Resolution re-appointing Anthony Lingo to the Affirmative Action Review Council of the City of Camden for a two (2) year term, expiring February 8th, 2023

Office of the Municipal Clerk

3. Resolution accepting and inserting #37,500 grant from the Camden County Open Space farmland, recreation & historic trust for heritage tourism interactive historic mural (by title)
4. Resolution authorizing entrance into a shared services agreement with the County of Camden and/or Board of Chosen Freeholders which includes a \$37,500 grant from the Camden County Open Space, Farmland, Recreation & Historic Trust (by title)
5. Resolution authorizing Luis Pastoriza, RMC CMR Municipal Clerk and Registrar of the City of Camden to execute a grant agreement with the State in the amount of \$50,000 grant 2020.H003 (by title)

Office of the City Attorney

6. Resolution authorizing a fiscal year 2021 tax agreement between the City of Camden and South Jersey Port Corporation
7. Resolution authorizing acceptance of a maintenance contribution from the Camden Waterfront Condominium Association ("Association") for the maintenance of the RCA Pier Park
8. Resolution authorizing the settlement of litigation (by title)

Department of Administration

9. Resolution authorizing a contract for professional services to Brown & Connery, LLP for labor & employment legal services in the amount of \$100,000.00 under RFP #20-19
10. Resolution authorizing the re-appointment of Jason J. Asuncion, Business Administrator as a commissioner to the Municipal Insurance Fund Commission
11. Resolution authorizing the re-appointment of Keith L. Walker, Director of Public Works as a commissioner to the Municipal Insurance Fund Commission
12. Resolution authorizing a contract to Brown & Connery, LLP for General Litigation (by title)

Department of Planning & Development

13. Resolution approving the release of performance guaranty in the amount of \$442,123.20 to Branch Village Associates, LLC-phase 3, Northeast Ferry and 9th Street, Block 551, Lot 1
14. Resolution approving the release of performance guaranty in the amount of \$87,129.00, landscape buffer established in the amount of \$4,800.00 and the safety and stabilization bond established in the amount of

\$10,361.46 for Miller Fabricators, Inc., 1135 Mt. Ephraim Avenue, Block 399, Lots 46, 54, 58-60, 65, 69-70, 108, 112 & 113

15. Resolution approving the release of performance guaranty in the amount of \$253,908.00 to MSC Vine Street, LLC, 601 Vine Street, Block 781, Lot 1 for the completion of a school
16. Resolution authorizing change order #1 and final to contract #04-20-120 with Charles Marandino , LLC for Federal Street and Flanders Avenue Roadway Improvements Project
17. Resolution authorizing the acceptance of a NJDOT FY 2021 award in the amount of \$1,014,793.00 for use in connection with the 2021 resurfacing of various streets project
18. Resolution authorizing the insertion of a grant line item in the FY'21 budget from the NJDOT in the amount of \$1,014,793.00 for use in connection with the resurfacing of various streets project
19. Resolution accepting a grant from the Delaware Valley Regional Planning Commission (DVRPC) for the supportive highway regional planning program in the amount of \$30,000.00
20. Resolution authorizing a temporary emergency appropriation in the amount of \$30,000.00 into the budget from the Delaware Valley Regional Planning Commission
21. Resolution accepting a grant from the Delaware Valley Regional Planning Commission (DVRPC) for the supportive highway regional planning program in the amount of \$36,747.00
22. Resolution authorizing a temporary emergency appropriation in the amount of \$36,747.00 into the budget from the Delaware Valley Regional Planning Commission
23. Resolution authorizing the insertion of a special item of revenue in the 2020 budget from the Department of Justice-Office of Justice Programs in the amount of \$167,855.00

Department of Public Works

24. Resolution authorizing an amendment #1 to the subrecipient agreement between the City of Camden and Cooper's Ferry Partnership for the professional services/construction management in connection with the multi-parks development project

ADJOURNMENT

Please note summary of Public Decorum rules below.

Rule XVII: Decorum

Any person who shall disturb the peace of the Council, make impertinent or slanderous remarks or conduct himself in a boisterous manner while addressing the Council shall be forthwith barred by the presiding officer from further audience before the Council, except that if the speaker shall submit to proper order under these rules, permission for him to continue may be granted by a majority vote of the Council.

City Council meetings shall be conducted in a courteous manner. Citizens and Council members will be allowed to state their positions in an atmosphere free of slander, threats of violence or the use of Council as a forum for politics. Sufficient warnings may be given by the Chair at any time during the remarks and, in the event that any individual shall violate the rules of decorum heretofore set forth, the Chairperson may then cut off comment or debate. At the discretion of the Chairperson, light signals may be used to display the commencement of the time for speaking and a warning light may be flashed to show that the appropriate time has passed. A red light will signal that there is no longer time.

communications



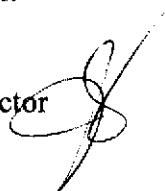
DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

FRANCISCO "FRANK" MORAN
MAYOR

0-1
JOHANNA S. CONYER HARRIS
FINANCE DIRECTOR
TEL: 856-757-7582
EMAIL: FINANCE@CI.CAMDEN.NJ.US
WEBSITE: WWW.CI.CAMDEN.NJ.US

MEMORANDUM

To: Honorable Curtis Jenkins, City Council President
Luis Pastoriza, Municipal Clerk

From: Johanna S. Conyer Harris, Interim Finance Director 

Date: January 25, 2021

Subject: **Check Register-Communications for Forthcoming City Council Meeting- February 9, 2021.**

Attached please find the Check Register for the City of Camden for the period of December 18, 2021 to January 24, 2021.

The Check Registers represent the checks written from various funds of the City.

Please include this communication in the Agenda for the forthcoming Council Meeting to be voted on for approval.

Please contact me at extension 7582, if you have any additional questions.

JCH/mr

Attachments

cc: Honorable Francisco "Frank" Moran, Mayor

January 25, 2021
09:07 AM

CAMDEN CITY
Check Register By Check Date

Page No: 1

Range of Checking Accts: First to Last Range of Check Dates: 12/18/20 to 01/24/21
Report Type: All Checks Report Format: Super Condensed Check Type: Computer: Y Manual: Y Dir Deposit: Y

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
25ESG		ESG CASH ACCT-TD #4308907596			
10032	12/18/20	GOV13 GOVCONNECTION, INC.	5,262.82		15818
10033	12/18/20	WBM01 W B MASON CO, INC	738.00	12/31/20	15818
10034	01/22/21	MIG03 MIGUEL'S PHARMACY	7,449.00		15848
10035	01/22/21	WBM01 W B MASON CO, INC	4,605.93		15848

Checking Account Totals	Paid	Void	Amount Paid	Amount Void
Checks:	4	0	18,055.75	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	4	0	18,055.75	0.00

25SHOPWA		HOPWA CASH ACCT-TD #4308907603			
12437	12/18/20	JOH76 ORLANDO & LESSIE JOHNS	2,086.00	12/31/20	15820
12438	12/18/20	SEC08 SECURED HIGH YIELD, LLC	1,693.00		15820
12439	01/22/21	AAA05 AAA REALTY & MANAGEMENT, LLC	621.00		15846
12440	01/22/21	ABE01 ABED S ABED	780.00		15846
12441	01/22/21	ABE06 ZAYED S ABED	1,523.00		15846
12442	01/22/21	ALE02 ALEXAR PROPERTIES, LLC	931.00		15846
12443	01/22/21	ALP05 ALPINE COURT APARTMENTS	1,113.00		15846
12444	01/22/21	AME16 AMERICAN DREAM PROPERTIES	821.00		15846
12445	01/22/21	ANG08 ANGELO ASSOCIATES, LLC	800.00		15846
12446	01/22/21	BOR21 GRACIE MARIE BORNES	127.00		15846
12447	01/22/21	CAP25 CAPITAL SYSTEMS PROPERTY MANAG	585.00		15846
12448	01/22/21	CED04 CEDAR BROOK NJ, LLC	951.00		15846
12449	01/22/21	CRO03 CROSSING AT GLASSBORO, LLC	1,050.00		15846
12450	01/22/21	DAV60 DAVENPORT VILLAGE	620.00		15846
12451	01/22/21	DEE01 DEERFIELD ASSOCIATES, LP	1,032.00		15846
12452	01/22/21	EME14 GIBBSBORO LLC	931.00		15846
12453	01/22/21	EPM01 ENGLISH PROPERTY MGMT LLC	10,128.00		15846
12454	01/22/21	FER21 KATHERINE FERGUSON	503.00		15846
12455	01/22/21	FOX04 FOX RIDGE MANAGEMENT OFFICE	918.00		15846
12456	01/22/21	GAB02 ELI GABAY	1,000.00		15846
12457	01/22/21	GAR54 VERENICE GARCIA	1,002.00		15846
12458	01/22/21	GAT05 GATEHOUSE & COOPERSTOWN APTS	662.00		15846
12459	01/22/21	GIB04 GIBBSBORO REALTY LLC	960.00		15846
12460	01/22/21	GIB15 ALFRED GIBSON	45.00		15846
12461	01/22/21	GRE02 GREENWOOD CONSULTING, LLC	1,200.00		15846
12462	01/22/21	GRE49 GREEN GARDEN APARTMENT, LLC	720.00		15846
12463	01/22/21	GRE54 GRE PARKVIEW URBAN RENEWAL, LLC	2,144.00		15846
12464	01/22/21	GUI09 ROBERT J GUILFOYLE	281.00		15846
12465	01/22/21	HAY03 KATHLEEN HAYNICZ	1,400.00		15846
12466	01/22/21	HEI07 HEIGHTS INVESTMENT PROPERTY IN	436.00		15846
12467	01/22/21	HPA01 HP ALTMAN AUTUMN RIDGE LLC	334.00		15846
12468	01/22/21	HUM05 LEON HUMPHREY	86.00		15846
12469	01/22/21	HYD05 EAST COAST HYDE PARK	1,382.00		15846
12470	01/22/21	JEN21 LAWRENCE AND GLENN JENTSCH	950.00		15846
12471	01/22/21	JOH76 ORLANDO & LESSIE JOHNS	1,043.00		15846
12472	01/22/21	JOS08 HARJINDER K. JOSHI	638.00		15846
12473	01/22/21	KEH02 K & E HOLMES, LLC	928.00		15846
12474	01/22/21	KEL27 BARBARA & GEORGE KELLY	846.00		15846
12475	01/22/21	KIY01 MICHAEL KIYAGA	1,004.00		15846

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
25HOPWA		HOPWA CASH ACCT-TD #4308907603 Continued			
12476	01/22/21	KRI04 KRIEGMAN & SMITH	930.00		15846
12477	01/22/21	LIN20 LINDENWOLD PH, LP	1,340.00		15846
12478	01/22/21	LUM03 LUMBERTON CAMPUS LP	501.00		15846
12479	01/22/21	MIN09 1662 MINCON LLC	986.00		15846
12480	01/22/21	OAK04 OAK RIDGE APARTMENTS	1,452.00		15846
12481	01/22/21	REA12 REAL VALUE PARTNERS 3, LLC	1,000.00		15846
12482	01/22/21	ROB60 ROBIN HILL APARTMENTS	985.00		15846
12483	01/22/21	ROD69 LUIS RODRIGUEZ	109.00		15846
12484	01/22/21	ROS04 ROSS GROVE, LLC	314.00		15846
12485	01/22/21	RUB08 RUBINSON & SPERLING	426.00		15846
12486	01/22/21	SAR06 JOHN SARAPPA JR.	484.00		15846
12487	01/22/21	SEC08 SECURED HIGH YIELD, LLC	1,039.00		15846
12488	01/22/21	SLP01 SL PROPERTIES LLC	708.00		15846
12489	01/22/21	SPR09 1721 SPRINGDALE URBAN RENEWAL	952.00		15846
12490	01/22/21	SPS01 SPS HOLDINGS, LLC	365.00		15846
12491	01/22/21	TAM02 TAMARACK APARTMENTS, LLC	1,401.00		15846
12492	01/22/21	THE36 THE HEATHERS REALTY, LLC	462.00		15846
12493	01/22/21	TUC03 RAYMOND TUCKER	746.00		15846
12494	01/22/21	WAS15 WASHINGTON PARK APTS LLC	691.00		15846
12495	01/22/21	WHI08 WHITEGOLD INVESTMENTS LLL	479.00		15846

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	59	0	59,644.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	59	0	59,644.00	0.00

CASH ESCROW TD	ESCROW ACCT TD 4308903700			
1659	12/18/20	REM02 REMINGTON & VERNICK	0.00	12/18/20 VOID 0
1660	12/18/20	REM02 REMINGTON & VERNICK	0.00	12/18/20 VOID 0
1661	12/18/20	REM02 REMINGTON & VERNICK	0.00	12/18/20 VOID 0
1662	12/18/20	REM02 REMINGTON & VERNICK	66,311.29	15815
1663	12/18/20	REM02 REMINGTON & VERNICK	21,447.50	15823

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	3	87,758.79	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	3	87,758.79	0.00

CASH GEN INSU	GEN INSURANCE TD 4308903544			
20662	12/18/20	SKL02 STEPHEN B. SKLAR, SR.	867.60	15822
20663	01/15/21	BEN27 GRACE V. RUSSELL-BENJAMIN	3,470.40	15838
20664	01/15/21	COM42 SHARON COMBS-PETTIGREW	867.60	15838
20665	01/15/21	CRO08 EDWARD J. CROPSKI, SR.	1,156.80	15838
20666	01/15/21	GRA20 PETER GRAULICH	338.75	15838
20667	01/15/21	HAN09 RICHARD E. HAND	400.00	15838
20668	01/15/21	HOR13 JOSE L. HORTA	362.13	15838
20669	01/15/21	JON24 CLARENCE P JONES	1,156.80	15838
20670	01/15/21	LUC04 CARLOS LUCIANO	724.26	15838
20671	01/15/21	NEI08 RONALD G NEILING	1,735.20	15838
20672	01/15/21	NEL09 JUNIUS B. NELSON	1,735.20	15838
20673	01/15/21	NEL11 ROBERT W. NELSON	1,735.20	15838
20674	01/15/21	NEW46 ERNEST A. NEWKIRK	867.60	15838

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
CASH GEN INSU	GEN INSURANCE TD 4308903544	Continued		
20675	01/15/21	NIC11 JOHN NICHOLSON	1,735.20	15838
20676	01/15/21	ODE01 WILLIAM O'DENNIS	1,735.20	15838
20677	01/15/21	ODE02 ROBERT M. ODELL	1,735.20	15838
20678	01/15/21	OLS03 JOSEPH G. OLSEN	867.60	15838
20679	01/15/21	OLS04 WILLIAM E OLSON JR	3,615.60	15838
20680	01/15/21	ORT22 FELIX ORTA	867.60	15838
20681	01/15/21	ORZ01 THOMAS ORZECOWSKI	1,735.20	15838
20682	01/15/21	PAC05 ALFONSO PACIOCCO	867.60	15838
20683	01/15/21	PAG05 ARMOND S. PAGLIONE	867.60	15838
20684	01/15/21	PAR10 JOHN A. PARADISO	867.60	15838
20685	01/15/21	PAS02 TOMMIE E. PASQUINI	867.60	15838
20686	01/15/21	PAT10 ALBERT R. PATTERSON	867.60	15838
20687	01/15/21	PAT23 MARIO D PATRIZI	1,156.80	15838
20688	01/15/21	PAV04 THOMAS M PAVLOW	3,435.00	15838
20689	01/15/21	PEA07 DAVID PEARSON	867.60	15838
20690	01/15/21	PEN38 KENNETH L. PENN	1,735.20	15838
20691	01/15/21	PEN41 DENNIS PENN	867.60	15838
20692	01/15/21	PHI37 JOHNNIE R PHILLIPS	867.60	15838
20693	01/15/21	PHO02 JOHN N. PHOENIX	1,735.20	15838
20694	01/15/21	PIC08 JAMES PICKUP	1,735.20	15838
20695	01/15/21	PIE02 FRANK E. PIECH	1,735.20	15838
20696	01/15/21	PRO39 THOMAS M. PROSINSKI	1,735.20	15838
20697	01/15/21	RED16 PAUL REDMAN	867.60	15838
20698	01/15/21	REP02 JOSEPH REPA	62.00	15838
20699	01/15/21	RIC24 WAYNE RICHARDSON	867.60	15838
20700	01/15/21	RIV20 JOSEPH RIVERA	867.60	15838
20701	01/15/21	RIV59 JUAN A RIVERA	1,735.20	15838
20702	01/15/21	ROB26 JAMES T. ROBINSON	867.60	15838
20703	01/15/21	ROB57 RALPH ROBERTS	867.60	15838
20704	01/15/21	ROB62 DANIEL E ROBERTSON	1,735.20	15838
20705	01/15/21	ROD49 ORLANDO RODRIGUEZ	1,735.20	15838
20706	01/15/21	ROL09 JUAN ROLDAN	1,735.20	15838
20707	01/15/21	ROM16 MAGDA ROMERO	867.60	15838
20708	01/15/21	ROO03 FRANCIS X. ROONEY	867.60	15838
20709	01/15/21	ROS41 VIDA ROSIJI	867.60	15838
20710	01/15/21	ROT05 JOSEPH N ROTHCHFORD	1,735.20	15838
20711	01/15/21	RUB05 JOSEPH RUBINO	1,735.20	15838
20712	01/15/21	RUD01 ALLEN RUDDEROW, III	1,735.20	15838
20713	01/15/21	RUM01 WILLIAM N RUMELL	1,735.20	15838
20714	01/15/21	RUS01 SAGE C. RUSSELL	867.60	15838
20715	01/15/21	RYA10 JAMES G RYAN	867.60	15838
20716	01/15/21	SAN09 JOSE SANCHEZ	867.60	15838
20717	01/15/21	SAN85 ERNEST SANTONE	1,735.20	15838
20718	01/15/21	SAP01 ANTHONY R. SAPONARE	867.60	15838
20719	01/15/21	SAV11 NELSON L. SAVIDGE, JR.	867.60	15838
20720	01/15/21	SAX01 LELA SAXTON	1,735.20	15838
20721	01/15/21	SAX02 CYRUS SAXON	867.60	15838
20722	01/15/21	SAX03 ARNETA SAXTON	867.60	15838
20723	01/15/21	SCA10 ROBERT SCARDUZIO	867.60	15838
20724	01/15/21	SCH06 HARRY C. SCHOLZ, JR.	1,735.20	15838
20725	01/15/21	SCH12 SHIRLEY M. SCHMIDT	867.60	15838
20726	01/15/21	SCH13 HELEN A. SCHIRALDI	867.60	15838

January 25, 2021
09:07 AM

CAMDEN CITY
Check Register By Check Date

Page No: 4

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
CASH GEN	INSU	GEN INSURANCE TD 4308903544	Continued	
20727	01/15/21	SCH29 GEORGEANN SCHRIEDER	867.60	15838
20728	01/15/21	SCH44 WILLIAM SCHUMACHER	1,735.20	15838
20729	01/15/21	SCH49 MICHAEL SCHLICHTIG	867.60	15838
20730	01/15/21	SC005 ROBERT SCOULER	1,735.20	15838
20731	01/15/21	SHA07 BARBARA SHARPER	362.13	15838
20732	01/15/21	SHA08 ROBERT B. SHAW	1,735.20	15838
20733	01/15/21	SHA31 RALPH J. SHAW	867.60	15838
20734	01/15/21	SIM50 CHARLES R SIMONE	1,735.20	15838
20735	01/15/21	SKL02 STEPHEN B. SKLAR, SR.	867.60	15838
20736	01/15/21	SLE01 GEORGE R. SLEVIN	1,735.20	15838
20737	01/15/21	SMA09 ABRAHAM SMALLS	867.60	15838
20738	01/15/21	SMI01 LINDA SMITH	1,735.20	15838
20739	01/15/21	SPE06 PAUL SPEAS	867.60	15838
20740	01/15/21	SPE20 WILLIAM L. SPELLER	867.60	15838
20741	01/15/21	SPE29 MICHAEL J SPECK	1,735.20	15838
20742	01/15/21	SPR08 FREDERICK SPRENG	867.60	15838
20743	01/15/21	STA16 BARBARA A. STAFFORD	867.60	15838
20744	01/15/21	STE13 JAMES STETSER	1,735.20	15838
20745	01/15/21	STI22 JOHN D. STINSMAN	1,735.20	15838
20746	01/15/21	STI24 PHILIP C STINGER	867.60	15838
20747	01/15/21	STY01 JAMES R. STYLES	867.60	15838
20748	01/15/21	SZA03 WALTER J. SZATKOWSKI	3,615.60	15838
20749	01/15/21	SZY01 GEORGE S SZYCHULSKI	1,735.20	15838
20750	01/15/21	TAT07 RICHARD TATE	1,735.20	15838
20751	01/15/21	TAY01 WILLIAM J. TAYLOR, JR.	867.60	15838
20752	01/15/21	TET02 DOMINICK L. TETI	1,735.20	15838
20753	01/15/21	THO58 RACHAEL THOMAS	867.60	15838
20754	01/15/21	THO60 ARTHUR E THOMPSON SR	1,735.20	15838
20755	01/15/21	TIP01 GEORGE C. TIPS	1,735.20	15838
20756	01/15/21	TRE07 BARBARA TRESKY	867.60	15838
20757	01/15/21	TRO14 RONALD A. TROUTMAN	1,735.20	15838
20758	01/15/21	TRZ02 STANLEY TRZEBUNIAK	1,735.20	15838
20759	01/15/21	UND02 ARTHUR A UNDERWOOD	1,735.20	15838
20760	01/15/21	UPS04 FRANKLIN E. UPSHAW	1,735.20	15838
20761	01/15/21	VAL17 DAVID VALORA, JR.	1,735.20	15838
20762	01/15/21	VAL20 FRANK E. VALORA	867.60	15838
20763	01/15/21	VAN12 ROBERT W. VAN ISTENDAL	1,735.20	15838
20764	01/15/21	VAU01 DANIEL E. VAUTIER	2,253.00	15838
20765	01/15/21	VEN05 JOHN R VENABLES JR	867.60	15838
20766	01/15/21	VER01 CARLOS VERA	1,735.20	15838
20767	01/15/21	VER21 LUIS VERA	1,735.20	15838
20768	01/15/21	VIA03 JEFFREY G VIALI	867.60	15838
20769	01/15/21	VOG04 FRANCIS J. VOGT	1,735.20	15838
20770	01/15/21	WAR25 GARY WARDEN	1,214.40	15838
20771	01/15/21	WAR27 STEPHANIE M WARE	1,735.20	15838
20772	01/15/21	WAT03 JEROME WATSON	867.60	15838
20773	01/15/21	WER01 SAMUEL C. WERNITZ	1,735.20	15838
20774	01/15/21	WHI40 LESTER WHINNA	867.60	15838
20775	01/15/21	WIC02 WILLIAM A. WICKWARD	1,735.20	15838
20776	01/15/21	WIL105 ROBERT J. WILLIAMS	1,735.20	15838
20777	01/15/21	WIL117 GILBERT L WILSON	867.60	15838
20778	01/15/21	WIL34 LARRY W. WILSON	867.60	15838

Check #	Check Date	Vendor	Amount Paid	Reconciled/Void	Ref Num
CASH GEN INSU	GEN INSURANCE TD 4308903544	Continued			
20779	01/15/21	WIL37 Estate of Richard Williams	723.00		15838
20780	01/15/21	WIL47 ARCHIE WILLIAMS	867.60		15838
20781	01/15/21	WIL85 RICHARD W. WILLIAMS	1,786.80		15838
20782	01/15/21	WIN17 ANTHONY WINTERS	867.60		15838
20783	01/15/21	WIS03 ROBERT WISNIEWSKI	867.60		15838
20784	01/15/21	WIT03 STANLEY WITKOWSKI	867.60		15838
20785	01/15/21	WO015 CHARLES S. WOODWARD, JR.	1,735.20		15838
20786	01/15/21	WOR02 ROBERT C. WORRELL	867.60		15838
20787	01/15/21	WRO01 RONALD WROBEL	1,735.20		15838
20788	01/15/21	WYS03 JOSEPH C WY SOCKI	2,275.20		15838
20789	01/15/21	YEA01 PAULINE R. YEAGER	867.60		15838
20790	01/15/21	YEA03 KATHLEEN M. YEAGER	867.60		15838
20791	01/15/21	YEA04 CHRISTOPHER YEAGER	1,735.20		15838
20792	01/15/21	ZEI04 CHARLES ZEIGLER	867.60		15838
20793	01/15/21	ZIE01 ROBERT J ZIENIUK	1,735.20		15838
20794	01/15/21	ZIM01 MICHAEL ZIMMERMAN	1,735.20		15838
20795	01/22/21	BEA11 DEBORAH P. BEASLEY	867.60		15844
20796	01/22/21	DAL01 LENA DALY	867.60		15844
20797	01/22/21	DAV27 CHARLES L. DAVIS	867.60		15844
20798	01/22/21	DAV63 FREDERICK S DAVIS	1,735.20		15844
20799	01/22/21	DEA07 DENNIS DEAL	1,735.20		15844
20800	01/22/21	DEE02 MICHAEL DEETS	867.60		15844
20801	01/22/21	DEF03 ROBERT B. DEFORD	1,735.20		15844
20802	01/22/21	DEL17 PAUL M. DELFING, JR.	867.60		15844
20803	01/22/21	DEL37 JOAN DELGOZZO	867.60		15844
20804	01/22/21	DEV03 JAMES L. DEVINE	867.60		15844
20805	01/22/21	DEV05 ALBERT A. DEVONE	867.60		15844
20806	01/22/21	DIM05 ANTHONY S. DI MAURO	1,735.20		15844
20807	01/22/21	DIP01 WILLIAM DIPOMPO	5,552.40		15844
20808	01/22/21	DIP03 STEPHEN J DIPOMPO	867.60		15844
20809	01/22/21	DIP04 GAETANO J. DIPATRI	1,735.20		15844
20810	01/22/21	DIR06 LOUIS J DIRENZO	867.60		15844
20811	01/22/21	DIR07 RICHARD J DIRENZO	867.60		15844
20812	01/22/21	DIT02 JOSEPH J DITARANTO JR	867.60		15844
20813	01/22/21	DOE02 HARRY DOERR	867.60		15844
20814	01/22/21	DOR07 DAVID A DORWORTH	867.60		15844
20815	01/22/21	DOS02 ROSE E DOSS	867.60		15844
20816	01/22/21	DOW02 DENNIS DOWHY	1,735.20		15844
20817	01/22/21	DOW11 ROBERT E DOWHY	867.60		15844
20818	01/22/21	DRA01 CHESTER DRAPALA	867.60		15844
20819	01/22/21	DRA06 DIANE DRAPALA	867.60		15844
20820	01/22/21	DRO01 WALTER DROGE	1,735.20		15844
20821	01/22/21	DUN12 RACHELLE DUNN	867.60		15844
20822	01/22/21	DUR02 WILLIAM A. DURHAM	867.60		15844
20823	01/22/21	DUU02 CHARLES DUUS	867.60		15844
20824	01/22/21	DUX01 WILLIAM J DUX	3,615.60		15844
20825	01/22/21	ECK01 THOMAS ECKEL	867.60		15844
20826	01/22/21	EDW12 JOHN V EDWARDS	1,735.20		15844
20827	01/22/21	EDW13 BRENDA EDWARDS	867.60		15844
20828	01/22/21	ELD01 RAYMOND D. ELDREDGE	867.60		15844
20829	01/22/21	EPP01 VERONICA BLEDSOE-EPPS	867.60		15844
20830	01/22/21	ERT03 EDWARD F ERTZ JR	867.60		15844

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
CASH GEN	INSU	GEN INSURANCE TD 4308903544	Continued	
20831	01/22/21	EVA04 GARY EVANGELISTA	1,735.20	15844
20832	01/22/21	FAR13 CURTIS W FARMER	867.60	15844
20833	01/22/21	FEL15 FRANCISCO FELICIANO	867.60	15844
20834	01/22/21	FIG03 EDWIN J FIGUEROA	1,924.20	15844
20835	01/22/21	FIS14 JOSEPH P. FISHER	1,735.20	15844
20836	01/22/21	FLA03 MATTHEW FLAX	867.60	15844
20837	01/22/21	FOL02 HERBERT FOLTZ JR	867.60	15844
20838	01/22/21	FOS10 MICHAEL FOSLER	867.60	15844
20839	01/22/21	FRA15 RITA M. FRANCKOWIAK	867.60	15844
20840	01/22/21	FRA37 ALBERT R. FRAMPTON	867.60	15844
20841	01/22/21	FRE05 GARY FREEMAN	867.60	15844
20842	01/22/21	FRE19 ROBERT W. FRETT	1,735.20	15844
20843	01/22/21	FRE21 JOSEPH L FREEMAN	867.60	15844
20844	01/22/21	FRY01 ROBERT FRYMOYER	867.60	15844
20845	01/22/21	GAL06 MICHAEL GALASSO	1,735.20	15844
20846	01/22/21	GAL17 DANIEL J. GALASSO	1,735.20	15844
20847	01/22/21	GAL18 WILLIAM GALLAGHER	1,735.20	15844
20848	01/22/21	GAL20 ANTHONY J GALIAZZI SR	1,735.20	15844
20849	01/22/21	GAR11 RAYMOND GARRISON	867.60	15844
20850	01/22/21	GAR49 JERISE GARTEN	1,735.20	15844
20851	01/22/21	GAR51 CLARIBEL GARCIA	867.60	15844
20852	01/22/21	GFR03 JOSEPH R. GFRORER	867.60	15844
20853	01/22/21	GIL21 MICHAEL J. GILL	867.60	15844
20854	01/22/21	GIO03 MARIO GIORDANO	867.60	15844
20855	01/22/21	GIU02 ROSE D. GIUFFRE	867.60	15844
20856	01/22/21	GLA36 MICHELE R GLASSMAN	3,615.60	15844
20857	01/22/21	GOL05 RONALD GOLDEN	1,735.20	15844
20858	01/22/21	GON43 ANTONIO S GONZALEZ	867.60	15844
20859	01/22/21	GOR04 DENNIS M. GORMLEY	867.60	15844
20860	01/22/21	GOR05 RONALD T. GORSKI	867.60	15844
20861	01/22/21	GOR07 THOMAS P. GORCZYNSKI	1,735.20	15844
20862	01/22/21	GOR15 THERESA M GORMAN	867.60	15844
20863	01/22/21	GOU05 JOSEPH L. GOULD	1,735.20	15844
20864	01/22/21	GRA33 FERNANDO GRACIA	867.60	15844
20865	01/22/21	GRA45 JOSEPH L. GRACE	1,735.20	15844
20866	01/22/21	GRA46 MARK L. GRANSDEN, SR.	1,735.20	15844
20867	01/22/21	GRA53 PETER GRAULICH	867.60	15844
20868	01/22/21	GRE06 LORRAINE GREENE	1,735.20	15844
20869	01/22/21	GRE57 GREGORY GREEN	867.60	15844
20870	01/22/21	GRI02 ERNEST S. GRIBAUDO	1,735.20	15844
20871	01/22/21	GRI11 TERRENCE M GRIMES	1,735.20	15844
20872	01/22/21	GRY02 JOHN T. GRYCKIEWICZ	1,735.20	15844
20873	01/22/21	GUI05 CHARLES A. GUIDOTTI	1,735.20	15844
20874	01/22/21	GUT01 MARINA GUTIERREZ	867.60	15844
20875	01/22/21	HAN02 ALBERT HANDY	1,735.20	15844
20876	01/22/21	HAN12 DOROTHY HANDY	867.60	15844
20877	01/22/21	HAR08 CORA L. HARPER	867.60	15844
20878	01/22/21	HAR09 DONALD R. HARRISON	1,735.20	15844
20879	01/22/21	HAR82 RICHARD B. HARRIS	1,735.20	15844
20880	01/22/21	HAR89 WAYNE HARTMAN	1,735.20	15844
20881	01/22/21	HAR93 STEVEN HARDWICK	867.60	15844
20882	01/22/21	HAY05 EARL P. HAYES	867.60	15844

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CASH GEN INSU	GEN INSURANCE TD 4308903544	Continued		
20883	01/22/21	HEN17 LLOYD W. HENSHALL	1,735.20	15844
20884	01/22/21	HIL03 JAMES M HILLMAN	1,735.20	15844
20885	01/22/21	HOF04 DANIEL L HOFFMAN	867.60	15844
20886	01/22/21	HOL10 CARMEN L. HOLMES	867.60	15844
20887	01/22/21	HOO03 LEONARD H. HOOGERWERFF	867.60	15844
20888	01/22/21	HOR13 JOSE L. HORTA	867.60	15844
20889	01/22/21	HOR18 JOHN HORNER SR.	1,735.20	15844
20890	01/22/21	HOR19 VALERIE M HORTA-MCDONNELL	1,735.20	15844
20891	01/22/21	HOU03 JOHN HOUSER	867.60	15844
20892	01/22/21	HOW07 FRANK HOWARD	867.60	15844
20893	01/22/21	HUE01 WILLIAM HUELAS	1,735.20	15844
20894	01/22/21	HUS02 JAMES J. HUSTON, JR.	1,735.20	15844
20895	01/22/21	IEZ01 ANTHONY P. IEZZI	867.60	15844
20896	01/22/21	ING04 EDWARD INGRAM	1,735.20	15844
20897	01/22/21	JAC25 CHARLES E JACKSON	1,735.20	15844
20898	01/22/21	JAN05 DONALD JANKIEWICZ	867.60	15844
20899	01/22/21	JAN06 DOROTHY JANKIEWICZ	867.60	15844
20900	01/22/21	JEF11 BERNADETTE JEFFERSON	867.60	15844
20901	01/22/21	JEF13 JOSEPH JEFFERSON	867.60	15844
20902	01/22/21	JEM03 LOUIS F JEMINEY	867.60	15844
20903	01/22/21	JOH12 ROBIN JOHNSON	867.60	15844
20904	01/22/21	JOH18 RONALD L JOHNSON	867.60	15844
20905	01/22/21	JOH34 JAMES JOHNSTON	867.60	15844
20906	01/22/21	JOH77 RICHARD E JOHNSON	867.60	15844
20907	01/22/21	JOH81 CARL D JOHNSON	867.60	15844
20908	01/22/21	JON16 ARNOLD JONES	867.60	15844
20909	01/22/21	JON53 TERESITA JONES	867.60	15844
20910	01/22/21	JON60 DONALD JONES	867.60	15844
20911	01/22/21	JON62 VALERIE JONES	867.60	15844
20912	01/22/21	JOY05 GEORGE JOYNER	1,735.20	15844
20913	01/22/21	KAM02 FODAY M KAMARA	867.60	15844
20914	01/22/21	KEE03 DENNIS E. KEEGAN	2,602.80	15844
20915	01/22/21	KEL31 PHYLLIS M. KELLY	1,735.20	15844
20916	01/22/21	KEO02 KENNETH J. KEOUGH, SR.	1,735.20	15844
20917	01/22/21	KIF01 GEORGE KIFFERLY	1,735.20	15844
20918	01/22/21	KIL03 DENNIS G. KILLE	867.60	15844
20919	01/22/21	KIR08 JOSEPH KIRK, JR.	867.60	15844
20920	01/22/21	KLI01 DAVID E KLINSHAW	867.60	15844
20921	01/22/21	KNO02 PATRICIA J. KNOWLES	1,735.20	15844
20922	01/22/21	KOC01 CHARLES J KOCHER	867.60	15844
20923	01/22/21	KOG01 MARK KOGUT	1,735.20	15844
20924	01/22/21	KOR01 JOHNNIE KORNEGAY	867.60	15844
20925	01/22/21	KOW01 JOSEPH KOWALSKI	1,735.20	15844
20926	01/22/21	KOW03 RONALD C. KOWALSKI	1,735.20	15844
20927	01/22/21	KRA07 DAVID KRAUS	1,735.20	15844
20928	01/22/21	KUR01 GEORGE C. KURTYAN	1,214.40	15844
20929	01/22/21	KUR03 JOHN KURTYAN	7,230.00	15844
20930	01/22/21	LAT06 RONALD LATTANZIO	867.60	15844
20931	01/22/21	LEA04 CLIFFORD S LEARY	867.60	15844
20932	01/22/21	LEE06 ROBERT E. LEE	1,735.20	15844
20933	01/22/21	LEM03 ROBERT T LEMAYSKI	867.60	15844
20934	01/22/21	LER08 JOHN LERNER	867.60	15844

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CASH GEN INSU GEN INSURANCE TD 4308903544 Continued					
20935	01/22/21	LES06 JOSEPH LESNIEWSKI	1,735.20		15844
20936	01/22/21	LIB08 LUCY LIBRIZZI	867.60		15844
20937	01/22/21	LOG01 ANTHONY J LOGANDRO	867.60		15844
20938	01/22/21	LUC04 CARLOS LUCIANO	1,735.20		15844
20939	01/22/21	MOR14 DONALD J. MORRIS	867.60		15844
20940	01/22/21	PER49 PURA PEREZ	867.60		15844
20941	01/22/21	VOG01 HARRY VOGEL	1,735.20		15844

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	280	0	367,067.27	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	280	0	367,067.27	0.00

CASH GRANT TD FEDERAL/STATE GRANT FD (TD)					
104562	12/18/20	APC02 A P CONSTRUCTION INC	1,410,091.84	12/31/20	15816
104563	12/18/20	CME01 CME ASSOCIATES	13,304.18	12/31/20	15816
104564	12/18/20	JOR08 JORDAN WORLDWIDE INC	5,832.00	12/31/20	15816
104565	12/18/20	NJL06 NJS LEAGUE OF MUNICIPALITIES	110.00		15816
104566	12/30/20	MER24 MERIDIAN PROPERTY SERVICES, INC	800.00		15826
104567	12/30/20	MOY03 TIMOTHY MOYER	200.00		15826
104568	01/15/21	CAM46 CAMDEN REDEVELOPMENT AGENCY	2,924.00		15841
104569	01/22/21	STA99 STAPLES ADVANTAGE	6,347.54		15850

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	8	0	1,439,609.56	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	8	0	1,439,609.56	0.00

CASH TRUST TD TRUST OTHER (TD) 4308903635					
3546	01/15/21	CIT09 CITY OF CAMDEN PAYROLL	17,398.70		15839

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	17,398.70	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	17,398.70	0.00

CDBG FUND TD CASH CDBG FUND (TD) 4308903718					
25316	12/18/20	ADV01 ADVERTISING SPECIALTIES	1,728.00		15817
25317	12/18/20	GOV13 GOVCONNECTION, INC.	1,149.00		15817
25318	12/18/20	MCK11 SHANNON MCKEOWN	300.00	12/31/20	15817
25319	12/18/20	SUB11 SUBURBAN CONSULTING ENGINEERS	1,860.00		15817
25321	01/15/21	DEC10 DECISION BEAUTY SALON	5,000.00		15840
25322	01/22/21	BGC01 BARTA GROUP CORPORATION	473.53		15849
25323	01/22/21	HOM01 HOME DEPOT CREDIT SVCS.	5,791.55		15849
25324	01/22/21	PAI03 CYNTHIA PAIGE	77.84		15849
25325	01/22/21	PHI10 PAULA CHANDLER-PARAMORE	450.00		15849

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	9	0	16,829.92	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	9	0	16,829.92	0.00

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CURRENT FUND TD TD BANK 4308903487					
134923	12/18/20	AA02 A & A GLASS	485.00		15813
134925	12/18/20	AJL02 LANDSCAPE SUPPLY GARDEN CENTER	1,445.00		15813
134926	12/18/20	AME01 AMERICAN ASPHALT	619.08		15813
134927	12/18/20	ATT08 A T & T MOBILITY	15,533.25		15813
134928	12/18/20	AUT08 AUTO ZONE INC.	427.33		15813
134929	12/18/20	BHP01 B&H PHOTO	596.80		15813
134932	12/18/20	BSR01 BEN SHAFFER RECREATION, INC	1,863.62		15813
134933	12/18/20	CAR01 CARTUN HARDWARE	437.68		15813
134934	12/18/20	CIT09 CITY OF CAMDEN PAYROLL	4,813.03		15813
134935	12/18/20	COM35 COMCAST BUSINESS SERVICES --	473.40		15813
134937	12/18/20	COR36 CORE MECHANICAL, INC.	5,043.47		15813
134938	12/18/20	COU30 COUNTY CONSERVATION COMPANY	462.92		15813
134941	12/18/20	EME15 EMERGENCY EQUIPMENT SALES, LLC	0.00	12/18/20 VOID	0
134942	12/18/20	EME15 EMERGENCY EQUIPMENT SALES, LLC	0.00	12/18/20 VOID	0
134943	12/18/20	EME15 EMERGENCY EQUIPMENT SALES, LLC	0.00	12/18/20 VOID	0
134944	12/18/20	EME15 EMERGENCY EQUIPMENT SALES, LLC	0.00	12/18/20 VOID	0
*134945	12/18/20	EME15 EMERGENCY EQUIPMENT SALES, LLC	51,477.56		15813
134946	12/18/20	FED14 FEDEX (OMEGA CORP CTR)	31.20		15813
134947	12/18/20	FLI02 FLIR	1,046.00		15813
134949	12/18/20	GEN29 GENERAL CHEMICAL & SUPPLY, INC	968.72		15813
134950	12/18/20	GOO12 TIREHUB, LLC	5,722.73		15813
134951	12/18/20	GOV13 GOVCONNECTION, INC.	13,399.71		15813
134952	12/18/20	HAI05 HAINESPORT AUTO & TRUCK	10,749.72		15813
134954	12/18/20	HAR04 THE ORIGINAL W. HARGROVE	10,800.00		15813
134955	12/18/20	HER25 HERC RENTALS	498.27		15813
134956	12/18/20	HOF03 HOFFMAN EQUIPMENT	5,851.10		15813
134958	12/18/20	JAY02 JAY'S TIRE SERVICE LLC	2,270.00		15813
134959	12/18/20	LAU01 LAUREL LAWN MOWER SERVICE	2,252.21		15813
134960	12/18/20	MAJ02 MAJESTIC OIL CO, INC	4,467.10		15813
134962	12/18/20	MEC03 MASTERY EAST CAMDEN	10.00		15813
*134963	12/18/20	MID07 MIDATLANTIC ENGINE SUPPLY CORP	1,060.00		15813
134965	12/18/20	MIK03 MIKE'S BETTER SHOES	395.00		15813
134967	12/18/20	NAL04 NALCO WATER-AN ECOLAB COMPANY	254.80		15813
134968	12/18/20	NJL06 NJS LEAGUE OF MUNICIPALITIES	65.00		15813
134969	12/18/20	PAI03 CYNTHIA PAIGE	93.94		15813
134970	12/18/20	PAP03 PAPER MART, INC.	774.40		15813
134971	12/18/20	PAR01 PARKING AUTHORITY	15,570.00		15813
134972	12/18/20	PAX01 DILWORTH PAXON	25,000.00		15813
134973	12/18/20	POL01 POLLUTION CONTROL FINANCING	42,242.16		15813
134974	12/18/20	PRI50 PRICE RITE OF MT. EPHRAIM AVE	377.48		15813
134975	12/18/20	REP01 REPUBLIC SERVICES	1,210.10		15813
134976	12/18/20	SAX02 CYRUS SAXON	325.00		15813
134978	12/18/20	SIG04 SIGNPROS	2,572.00		15813
134979	12/18/20	TDK01 TDK SYSTEMS GROUP, INC	806.60		15813
134980	12/18/20	THEIN005 THE INQUIRER	4,276.40		15813
134981	12/18/20	TIM04 TIME FOR FUN JUMPERS, LLC	1,420.00		15813
134982	12/18/20	TRA02 TRANSPORT PLANNING & SERVICES	2,350.00		15813
134985	12/18/20	WAS01 WASTE MANAGEMENT OF NEW JERESY	14,503.25		15813
134986	12/18/20	WBM01 W B MASON CO, INC	0.00	12/18/20 VOID	0
134987	12/18/20	WBM01 W B MASON CO, INC	2,131.06		15813
134989	12/18/20	WIL118 DR EDWARD WILLIAMS, PP., AICP	50.00		15813
134990	12/18/20	WIR04 WIRELESS COMMUNICATION &	360.00		15813
134991	12/18/20	WIZ02 WIZARD'S FESTIVAL OF FUND, INC	6,375.00		15813

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Check #	Check Date	Vendor	Amount Paid	Reconciled/Void Ref Num
CURRENT FUND TD	TD	BANK 4308903487	Continued	
134992	12/18/20	WOO21 WILLIAM S WOODRUFF	1,000.00	15813
134993	12/18/20	EDS08 EXTRA DUTY SOLUTIONS	121.79	15824
134994	12/18/20	ICL01 ICLE	654.00	15824
*134996	12/30/20	CCM01 C C M U A	132,652.11	15825
134998	12/30/20	HOM15 HOMEWARD BOUND PET ADOPTION	19,000.00	15825
*135000	12/30/20	TRE04 TREASURER, CAMDEN COUNTY	91,494.00	15825
135001	12/30/20	WAS01 WASTE MANAGEMENT OF NEW JERSEY	267,684.07	15825
135002	01/15/21	AA02 A & A GLASS	1,700.00	15843
135003	01/15/21	ABE01 ABED S ABED	181.63	15843
135004	01/15/21	ACC06 ACCURATE LANGUAGE SERVICES	960.00	15843
135005	01/15/21	AME01 AMERICAN ASPHALT	345.72	15843
135006	01/15/21	AND01 ANDREW VIOLA, ESQ	250.00	15843
135007	01/15/21	BIF01 BIFF DUNCAN ASSOCIATES, INC.	23,125.00	15843
135008	01/15/21	BOW05 BOWMAN & COMPANY LLP	91,535.00	15843
135009	01/15/21	CAM01 CAMDEN BAG & PAPER COMPAY	9,304.80	15843
135010	01/15/21	CAM122 CAMDEN SPECIAL SERVICES DISTRI	1,714,250.57	15843
135011	01/15/21	CAM45 CAMDEN LUTHERAN HOUSING CORP.	8,000.00	15843
135012	01/15/21	CAR01 CARTUN HARDWARE	807.67	15843
135013	01/15/21	CHE02 CHERRY HILL DODGE	572.90	15843
135014	01/15/21	CIT09 CITY OF CAMDEN PAYROLL	2,186.84	15843
135015	01/15/21	COM35 COMCAST BUSINESS SERVICES --	1,272.80	15843
135016	01/15/21	COMM48 COMMUNITY PRESERVATION CORP.	529.69	15843
135017	01/15/21	CON02 CONTRACTOR SERVICE	116.99	15843
135018	01/15/21	COO63 COOPER SQUARE ACQUISITIONS II	7,500.00	15843
135019	01/15/21	COR36 CORE MECHANICAL, INC.	5,067.64	15843
135020	01/15/21	COU30 COUNTY CONSERVATION COMPANY	866.28	15843
135021	01/15/21	COV05 COVANTA CAMDEN ENERGY RECOVERY	376,213.43	15843
135022	01/15/21	DEL53 DELL MARKETING L.P.	8,971.94	15843
135023	01/15/21	DIREC06 DIRECT ENERGY BUSINESS	42,440.92	15843
135024	01/15/21	ELE14 ELEVEN22 PRODUCTIONS	1,000.00	15843
135025	01/15/21	ETEDW01 EARL T. EDWARDS	1,464.32	15843
135026	01/15/21	EXE03 EXECUTIVE SECURITY AGENCY LLC	6,525.00	15843
135027	01/15/21	FED14 FEDEX (OMEGA CORP CTR)	80.52	15843
135028	01/15/21	FIG15 FIG CUST FOR FIG NJ18 LLC	1,309.64	15843
135029	01/15/21	FIGNJ19 FIG CUST FIGNJ19LLC & SEC PTY	13,212.57	15843
135030	01/15/21	FIR56 FIRST PRIORITY MANAGEMENT	7,017.37	15843
135031	01/15/21	FON04 FRANKIE FONTANEZ, ESQ	11,666.00	15843
135032	01/15/21	FORTRIS FORTRIS, LLC	9,005.18	15843
135033	01/15/21	GAR13 GARDEN STATE MAT RENTAL	157.65	15843
135034	01/15/21	HAI05 HAINESPORT AUTO & TRUCK	3,104.07	15843
135035	01/15/21	HAR02 HARRY'S PLUMBING L.L.C.	682.20	15843
135036	01/15/21	HAR04 THE ORIGINAL W. HARGROVE	129.00	15843
135037	01/15/21	HOM01 HOME DEPOT CREDIT SVCS.	164.00	15843
135038	01/15/21	IKO02 RICOH USA, INC	11,374.53	15843
135039	01/15/21	IND01 INDEPENDENT ANIMAL CARE SRV	16,012.50	15843
135040	01/15/21	JOH08 JOHNSON & TOWERS INC.	269.08	15843
135041	01/15/21	LIB02 LIBERTY PARK ESTATES	1,077.56	15843
135042	01/15/21	MAJ02 MAJESTIC OIL CO, INC	11,339.23	15843
135043	01/15/21	MAR128 CHRISTOPHER MARTIN	1,400.00	15843
135044	01/15/21	MCC27 KRISDEN M MCCRINK	350.00	15843
135045	01/15/21	MER04 MERCHANTVILLE-PENN WATER COMM	1,267.50	15843
135046	01/15/21	MTAG05 MTAG CUST/FIG CAP INV NJ13 LLC	1,785.65	15843

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CURRENT FUND TD	TD	BANK 4308903487	Continued		
135047	01/15/21	MWCASH	MERCEDES WILLIAMS-CASH	30.29	15843
135048	01/15/21	NAT73	NATURAL PEST CONTROL INC	467.50	15843
135049	01/15/21	NEW49	NEW LIFE COMMUNITY DEV. CORP	8,450.00	15843
135050	01/15/21	NJA06	NEW JERSEY AMERICAN WATER CO	398.82	15843
135051	01/15/21	NJL06	NJS LEAGUE OF MUNICIPALITIES	115.00	15843
135052	01/15/21	PAR09	PARKSIDE BUS. COMM & PRTNERSHP	415.79	15843
135053	01/15/21	PEN07	PENNSAUKEN ANIMAL HOSPITAL	1,261.38	15843
135054	01/15/21	PHHMORTG	PHH MORTGAGE SERVICES	270.14	15843
135055	01/15/21	POL01	POLLUTION CONTROL FINANCING	64,997.33	15843
135056	01/15/21	PRO45	PROCTER PROPERTIES	19,448.00	15843
135057	01/15/21	REG02	REGINE A ERVIN, CCR	2,113.00	15843
135058	01/15/21	RES16	RESPOND INC.	45.29	15843
135059	01/15/21	ROB12	ROBINSON WASTE DISPOSAL SVS	200.00	15843
135060	01/15/21	SHO02	SHOPRITE	31.96	15843
135061	01/15/21	SPA04	SPARK ELECTRIC SERVICE, INC	5,736.85	15843
135062	01/15/21	SUP01	SUPREME ASSET MANAGEMENT SAMR	5,000.00	15843
135063	01/15/21	SUR09	SURETY TITLE CORPORATION	76.00	15843
135064	01/15/21	TDK01	TDK SYSTEMS GROUP, INC	3,731.03	15843
135065	01/15/21	UNI65	UNI SELECT USA INC.	0.00	01/15/21 VOID 0
135066	01/15/21	UNI65	UNI SELECT USA INC.	0.00	01/15/21 VOID 0
135067	01/15/21	UNI65	UNI SELECT USA INC.	5,136.72	15843
135068	01/15/21	USB18	US BANK/PC7 FIRSTTRUST BANK	2,019.96	15843
135069	01/15/21	WBM01	W B MASON CO, INC	3,759.28	15843
135070	01/15/21	XER01	XEROX CORPORATION	408.40	15843
135071	01/22/21	AA02	A & A GLASS	808.00	15852
135072	01/22/21	AME01	AMERICAN ASPHALT	1,549.04	15852
135073	01/22/21	ATL04	ATLANTIC SALT INC.	14,422.08	15852
135074	01/22/21	AUT07	ACCU WASH	279.00	15852
135075	01/22/21	CAR01	CARTUN HARDWARE	2,654.88	15852
135076	01/22/21	COM35	COMCAST BUSINESS SERVICES --	604.71	15852
135077	01/22/21	CON02	CONTRACTOR SERVICE	566.68	15852
135078	01/22/21	COU01	COURIER POST	1,507.08	15852
135079	01/22/21	COU30	COUNTY CONSERVATION COMPANY	123.84	15852
135080	01/22/21	DEM07	DEMBO, BROWN & BURNS LLP	8,000.00	15852
135081	01/22/21	GEN29	GENERAL CHEMICAL & SUPPLY, INC	4,228.75	15852
135082	01/22/21	GRA36	GRAINGER, INC.	4,987.50	15852
135083	01/22/21	HAI05	HAINESPORT AUTO & TRUCK	6,933.46	15852
135084	01/22/21	HOF03	HOFFMAN EQUIPMENT	2,762.02	15852
135085	01/22/21	HOL46	DOROTHEA ATKINS	1,000.00	15852
135086	01/22/21	JAY02	JAY'S TIRE SERVICE LLC	890.00	15852
135087	01/22/21	LAW02	LAWYERS DIARY & MANUAL	374.25	15852
135088	01/22/21	MAJ02	MAJESTIC OIL CO, INC	12,512.02	15852
135089	01/22/21	MAR108	CHARLES MARANDINO, LLC	109,776.00	15852
135090	01/22/21	MSS01	MAC'S SECURITY SYSTEMS, INC	776.85	15852
135091	01/22/21	NEW45	NEWTOWN OFFICE & COMPUTER SUP	73.96	15852
135092	01/22/21	NEW56	NEW JERSEY CAREER FIRE CHIEFS	375.00	15852
135093	01/22/21	NIG02	NIGP MEMBERSHIP DEPT	190.00	15852
135094	01/22/21	NJC01	NJ CONFERENCE OF MAYORS	1,140.00	15852
135095	01/22/21	PEN07	PENNSAUKEN ANIMAL HOSPITAL	1,067.96	15852
135096	01/22/21	PHO09	PHOENIX ADVISORS LLC	2,020.00	15852
135097	01/22/21	SHI03	SHI INTERNATIONAL CORP	330.00	15852
135098	01/22/21	SHO02	SHOPRITE	71.91	15852

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CURRENT FUND TD TD BANK 4308903487 Continued					
135099	01/22/21	SPR10 SPRUCE INDUSTRIES	7,066.60		15852
135100	01/22/21	TAY06 TAYLOR COMMUNICATIONS, INC.	7,008.00		15852
135101	01/22/21	TDK01 TDK SYSTEMS GROUP, INC	760.36		15852
135102	01/22/21	TRE36 TREASURER, STATE OF NJ	150.00		15852
135103	01/22/21	UNI02 A-1 UNIFORM CITY, INC	95.00		15852
135104	01/22/21	UNI65 UNI SELECT USA INC.	0.00	01/22/21 VOID	0
135105	01/22/21	UNI65 UNI SELECT USA INC.	0.00	01/22/21 VOID	0
135106	01/22/21	UNI65 UNI SELECT USA INC.	0.00	01/22/21 VOID	0
135107	01/22/21	UNI65 UNI SELECT USA INC.	0.00	01/22/21 VOID	0
135108	01/22/21	UNI65 UNI SELECT USA INC.	0.00	01/22/21 VOID	0
135109	01/22/21	UNI65 UNI SELECT USA INC.	7,020.01		15852
135110	01/22/21	WAD04 WADE LONG WOOD & LONG LLC	2,700.00		15852
135111	01/22/21	WAS01 WASTE MANAGEMENT OF NEW JERESY	139,676.14		15852
135112	01/22/21	WBM01 W B MASON CO, INC	0.00	01/22/21 VOID	0
135113	01/22/21	WBM01 W B MASON CO, INC	9,067.99		15852
135114	01/22/21	WES05 THOMSON WEST	2,441.16		15852
135115	01/22/21	WIL119 JUSTUS WILLIAMS	1,800.00		15852
135116	01/22/21	XER01 XEROX CORPORATION	437.79		15852

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	162	13	3,655,517.23	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	162	13	3,655,517.23	0.00

HOME PROJ TD HOME PROJ-CASH (TD) 4308903643					
13298	12/18/20	GOV13 GOVCONNECTION, INC.	1,149.00		15819
13299	12/18/20	SEC08 SECURED HIGH YIELD, LLC	1,424.00		15819
13300	01/22/21	NEW49 NEW LIFE COMMUNITY DEV. CORP	29,335.50		15847
13301	01/22/21	WBM01 W B MASON CO, INC	8,022.66		15847

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	4	0	39,931.16	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	4	0	39,931.16	0.00

NEW CEMETRY TD NEW-CEMETRY TRUST (TD BAN					
763	01/22/21	MOO06 MOORE S BURIAL SERVICE LLC	500.00		15845

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	1	0	500.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	1	0	500.00	0.00

SEWER UTILITY CSH-SEWR UTILITY TD 4308903594					
7706	12/30/20	CEN03 CENTER FOR FAMILY SERVICES	9,750.00		15828
7707	01/15/21	CEN03 CENTER FOR FAMILY SERVICES	9,750.00		15842

Checking Account Totals	<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
Checks:	2	0	19,500.00	0.00
Direct Deposit:	0	0	0.00	0.00
Total:	2	0	19,500.00	0.00

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UNEMP-CASH TD UNEMPLOYMENT-CASH 4308903528					
951	12/18/20	STA12 NJ DEPT OF LABOR & WORKFORCE D	110.99		15821
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	1	0	110.99	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	1	0	110.99	0.00
<hr/>					
WATER UTILITY WATER UTILITY (TD) 4308903560					
8761	12/18/20	WO022 WOOLSTON CONSTRUCTION CO., INC.	2,000.00	12/31/20	15814
8762	01/22/21	TOW01 TOWNSHIP OF PENNSAUKEN	74,015.64		15851
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	2	0	76,015.64	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	2	0	76,015.64	0.00
<hr/>					
WIRES WIRES					
21129	12/28/20	QUA14 QUAL-LYNX	5,140.84		15832
211210	12/28/20	QUA14 QUAL-LYNX	41,566.39		15833
211221	12/29/20	AME80 AMERICAN WATER SERVICES	1,046,923.15		15835
211222	12/29/20	AME80 AMERICAN WATER SERVICES	1,046,923.15		15836
211223	12/29/20	AME80 AMERICAN WATER SERVICES	1,046,923.15		15837
211225	12/31/20	STA42 STATE OF NEW JERSEY	1,224,751.37		15829
Checking Account Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	6	0	4,412,228.05	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	6	0	4,412,228.05	0.00
<hr/>					
Report Totals					
		<u>Paid</u>	<u>Void</u>	<u>Amount Paid</u>	<u>Amount Void</u>
	Checks:	541	16	10,210,167.06	0.00
	Direct Deposit:	0	0	0.00	0.00
	Total:	541	16	10,210,167.06	0.00

* Indicates Purchase Order Line Items have been purged: Purged Paid Amount: 138,602.09 Purged Void Amount: 0.00

Totals by Year-Fund					
Fund Description	Fund	Budget Total	Revenue Total	G/L Total	Total
	0-01	1,495,549.30	15,570.00	0.00	1,511,119.30
WATER OPERATING	0-60	1,855,053.98	0.00	0.00	1,855,053.98
SEWER OPERATING	0-70	1,307,215.47	0.00	0.00	1,307,215.47
Year Total:		4,657,818.75	15,570.00	0.00	4,673,388.75
	1-01	2,005,795.84	0.00	0.00	2,005,795.84
WATER OPERATING	1-60	74,015.64	0.00	0.00	74,015.64
Year Total:		2,079,811.48	0.00	0.00	2,079,811.48
	9-01	138,602.09	0.00	0.00	138,602.09
	E-CV	7,449.00	0.00	0.00	7,449.00
	G-11	110.00	0.00	0.00	110.00
	G-15	6,347.54	0.00	0.00	6,347.54
	G-18	1,646.50	0.00	0.00	1,646.50
	G-19	1,424,673.52	0.00	0.00	1,424,673.52
	G-20	6,832.00	0.00	0.00	6,832.00
	G-BG	16,829.92	0.00	0.00	16,829.92
	G-ES	10,606.75	0.00	0.00	10,606.75
	G-HM	38,507.16	0.00	0.00	38,507.16
	G-HP	61,068.00	0.00	0.00	61,068.00
Year Total:		1,566,621.39	0.00	0.00	1,566,621.39
	T-31	17,898.70	0.00	0.00	17,898.70
	T-33	110.99	0.00	0.00	110.99
	T-35	1,638,525.87	0.00	0.00	1,638,525.87
Year Total:		1,656,535.56	0.00	0.00	1,656,535.56
Total Of All Funds:		10,106,838.27	15,570.00	0.00	10,122,408.27

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Project Description	Project No.	Project Total
Camden County Council OEO, Inc	0408I737	2,993.25
CP Mt. Ephraim, LLC	0408I817	855.65
Camden Partners Tower Equities	0408I835	451.30
Hope Community Outreach Servic	0408I838	837.55
Camden Recovery Holdings, LLC	0408I840	1,650.95
Virtua Our Lady of Lourdes	0408I844	20,525.00
RESIN TECH, INC ACTION PAK	0408I854	3,961.20
Branch Twnhmes II Urban Ph III	0408I857	769.80
KIPP Cooper Lanning @ Sumner	0408I866	2,422.80
Camden Hotel Partners, LLC	0408I869	1,206.95
EMR-Eastern Metal Recycling	0408I872	1,469.40
MILLER FABRICATORS, INC	0408I873	2,311.55
EMR-Eastern-Kaighn's Point	0408I875	12,947.79
EMR 201 North Front Street	0408I877	415.95
CAMDEN TOWN CENTER, LLC UNT P4	0408I890	303.40
ResinTech, Inc	0408P853	90.00
Carpenters Square II, LLC	0408P855	2,148.75
Branch village Phase IV	0408P858	1,020.00
EMR 365 Kaighn Avenue	0408P872	131.25
Subaru of America, Inc.	0408P886	845.00
PSE&G Cooper St. Substation	0408P892	1,866.25
CCIA RUTGERS ATHLETIC FIELDS	0408P894	4,550.00
HEMANG PATEL - RAJ AARAV, LLC	0408P895	87.50
PSE&G WOODLYNNE SUBSTATION	0408P899	2,450.00
The Cooper Health System	0408P901	3,588.75
PBCIP	0408P902	3,907.50
CRAMER HILL FAMILY BLK823	0408P903	3,570.00

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Project Description	Project No.	Project Total
CRAMER HILL FAMILY BLK831	0408P904	3,180.00
CRAMER HILL FAMILY BLK856	0408P905	3,610.00
CRAMER HILL FAMILY BLK868	0408P906	3,591.25
Total of All Projects:		<u>87,758.79</u>



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FRANCISCO "FRANK" MORAN
MAYOR

DEPARTMENT OF FINANCE
CITY OF CAMDEN
NEW JERSEY

JOHANNA S. CONYER HARRIS
FINANCE DIRECTOR
TEL: 856-757-7582
EMAIL: FINANCE@CI.CAMDEN.NJ.US
WEBSITE: WWW.CI.CAMDEN.NJ.US

MEMORANDUM

To: Honorable Curtis Jenkins, City Council President
Luis Pastoriza, Municipal Clerk

From: Johanna S. Conyer Harris, Finance Director 

Date: January 25, 2021

Subject: **Payroll Register Summary-Communications for Forthcoming
City Council Meeting- February 9, 2021.**

Attached please find the Payroll Register Summary for the City of Camden
For the pay period of 12/20/2021, 1/03,2021 and 1/17/2021 and detailed
information is available upon request to the Mayor's Office.

Please include this communication in the Agenda for the forthcoming
Council Meeting to be voted on for approval.

Please contact me at extension 7582, if you have any additional questions.

JCH/MR
Attachments

cc: Honorable Francisco "Frank" Moran, Mayor

LDR

COMPANY TOTAL COMPANY CODE	HOURS	EARNINGS	STATUTORY DEDUCTIONS	VOLUNTARY DEDUCTIONS	NET PAY
EXE	456.32 REG .00 O/T .00 HOURS 3 2,522.50 HOURS 4	1,253,588.55 REG 36,889.08 EARNINGS 3 2,248.10 EARNINGS 5	137,942.71 FIT 36,813.54 SS 19,753.73 MED 53,839.71 STATE 6,096.76 SUI 6,705.87 SDI 4,016.39 FLI	1,139,168.13 TOTAL DEDUCTIONS	637 Pays <input type="checkbox"/> 32,229.46

HOURS ANALYSIS:	2,522.50 15 ST/OT				
EARNINGS ANALYSIS:	5,325.56 A ACT.ST 12,991.59 K SICK 111,510.95 15 ST/OT	5,344.56 O/T 138,516.83 EARNINGS 4 1,436,367.10 GROSS	49.27 D DOCK T 525.00 T AUTO 269.06 VEH VEHICL	2,367.93 H HOLIDY 5,543.08 V VAC. 2,248.10 2TL	

MEMO ANALYSIS:	800.17 D DCRPER	7.58 G G.T.L.	2,974.45 I G.T.L.	1,319,199.44 P	
STATUTORY DED. ANALYSIS:	53,710.55 56 NJ 6,096.76 56 NJ SUI 6,705.87 56 NJ SDI	129.16 59 PA			

VOLUNTARY DED. ANALYSIS:	4,725.40 D ANUTY. 69,065.42 P PENS. 71,906.37 V 485.62 5 ARRS. 2,505.42 25 AFLAC 66,286.68 33 5,561.07 43 LOC.78 500.00 53 LPFFA. 5,813.95 86 19.21 73 GARN 653.29 77 CHILD 1,482.30 ADD ADD 19,191.00 BN9 14,461.07 PCH PARENT 1,506.19 45S CWAFUL	2,957.38 I C.INS. 45,081.60 Q PENS. 38,302.96 W 2,302.81 CO COLTAX 76.57 29 AF10MO 899.00 34 PARK 1,722.60 44 BUFF 2,595.00 56 HOUSE 1,288.00 88 BANK 20.00 74 GARN 344.72 78 CHILD 18,570.41 BN1 78.84 COL COLLIF 13,395.00 SIN SINGLE	1,019.46 K BKPEN 1,991.05 S DCRP 18,425.70 1 LOAN 271.92 13 VALIC 336,416.18 31 51.00 35 WGFEE 3,475.21 45 CNC.10 80.00 57 P.A.C. 307.49 69 GARSH 10,410.54 75 CHILD 1,350.66 79 WAGES 4,510.02 BN5 13,121.00 CPL COUPLE 556.39 VPL VOLLIF	42.96 O 228,130.40 U 27,317.42 3 LOAN 706.60 19 AFLAC 61,245.11 32 2,590.37 42 L.2578 2,022.32 51 CR UN 125.00 61 TXLEVY 252.00 70 BANK 2,697.45 76 CHILD 427.13 97 GARN% 735.00 BN6 28,900.87 FAM FAMILY 90.00 45C CWASTG		
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Ordinances

1st

Reading

HM
02-09-2021

01

**ORDINANCE AMENDING AND SUPPLEMENTING MUNICIPAL
ORDINANCE MC-92, ADOPTED OCTOBER 25, 1964, AS
AMENDED BY MC-1001, ADOPTED JULY 24, 1975, AND AS
AMENDED BY MC-1766, ADOPTED AUGUST 13, 1981 AND AS
AMENDED BY MC-5220 ADOPTED ON OCTOBER 8, 2019**

WHEREAS, this City Council of the City of Camden has determined that it is in the best interests of the City of Camden that, as permitted by State law, Municipal Ordinance MC-92 titled, "An Ordinance Adopting the Public Health Nuisance Code of New Jersey, adopted on October 25, 1964, and as amended by Municipal Ordinance MC-1001, adopted on July 24, 1975, and as amended by Municipal Ordinance MC-1766, adopted on August 13, 1981, and as amended by Municipal Ordinance MC-5220, adopted on October 8, 2019, be amended and supplemented to specifically provide for and include Section IV, Prohibition of Certain Noises or Sounds as defined in the Public Health Nuisance Code of New Jersey (1953) in the provisions of this Ordinance; now therefore

BE IT ORDAINED by the City Council of the City of Camden that it hereby amends and supplements Municipal Ordinance MC-92 titled, "An Ordinance Adopting the Public Health Nuisance Code of New Jersey, adopted on October 25, 1964, and as amended by Municipal Ordinance MC-1001, adopted on July 24, 1975, and as amended by Municipal Ordinance MC-1766, adopted on August 13, 1981 and amended by Municipal Ordinance MC-5220, adopted on October 8, 2019, as follows:

SECTION 2. Adoption of Standards by Reference.

B. The Public Health Nuisance Code of New Jersey (1953), which includes Section IV, Prohibition of Certain Noises or Sounds, as defined therein and below, is hereby incorporated in this chapter by reference and made a part hereof as fully as though it had been set forth at length herein except Section III thereof specifically deleted therefrom and not adopted.

C. Section IV of The Public Health Nuisance Code of New Jersey (1953), as noted above, which has been hereby incorporated in this chapter by reference and made a part hereof, specifically prohibits certain noises and sounds: It shall be unlawful for any person to make, cause or suffer or permit to be made or caused upon any premises owned, occupied or controlled by him or it, or upon any public street, alley or thoroughfare in this municipality, any unnecessary noises or sounds by means of the human voice, or by any other means or methods which are physically annoying to persons, or which are so harsh, or so prolonged or unnatural, or unusual in their use, time and place as to occasion physical discomfort, or which are injurious to the lives, health, peace and comfort of the inhabitants of this municipality or any number thereof.

D. Current Paragraph C

E. Current Paragraph D

SECTION 1. Any portion of this ordinance not herein amended and supplemented shall remain in full force and effect.

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

SECTION 3. This ordinance shall take effect twenty (20) days after final passage and publication as provided by law.

BE IT FURTHER ORDAINED, that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

FRANCISCO MORAN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk



Camden City Council

RESOLUTION / ORDINANCE REQUEST FORM

DATE: January 28, 2020

Council Meeting Date: February 9, 2020

FROM: Councilperson

☒ Curtis Jenkins, President
☐ Sheila Davis, At-Large
☐ Angel Fuentes, At-Large

☐ Marilyn Torres, Vice President, 3rd Ward
☐ Shaneka Boucher, 1st Ward
☐ Victor Carstarphen, 2nd Ward
☐ Felisha Reyes-Morton, 4th Ward

Action Requested:

**ORDINANCE AMENDING AND SUPPLEMENTING MUNICIPAL
ORDINANCE MC-92, ADOPTED OCTOBER 25, 1964, AS
AMENDED BY MC-1001, ADOPTED JULY 24, 1975, AND AS
AMENDED BY MC-1766, ADOPTED AUGUST 13, 1981 AND AS
AMENDED BY MC-5220 ADOPTED ON OCTOBER 8, 2019**

****Please attach any supporting documents

Curtis Jenkins/wr

Signature of Councilperson

01/28/2021

Date

MBS:yrh
2-9-20

0-2

**ORDINANCE AUTHORIZING THE REMOVAL OF DEED RESTRICTIONS AND
REVERSIONARY LANGUAGE ON 133 NORTH 35TH STREET**

WHEREAS, the City of Camden transferred City owned property known as 133 North 35th Street Block 1027, Lot 16 to the Camden Redevelopment Agency by deed dated December 13, 1989 and recorded on December 15, 1989 in the Camden County Clerk's Office in Deed Book 4413, page 451&c; and

WHEREAS, the Camden Redevelopment Agency rehabilitated the parcel within the allotted time and now desires the removal of the deed restrictions and reversionary language placed in the original deed in order to facilitate the sale of this parcel; and

WHEREAS, said original conveyance set forth conditions in the deed that the parcel be rehabilitated within the 2nd year Anniversary of the date of the deed, which would have been December 13, 1991; and

WHEREAS, the City of Camden will remove any and all deed restrictions and reversionary language from the original deed of transfer to the Camden Redevelopment Agency; now, therefore

BE IT ORDAINED, by the City Council of the City of Camden that the proper officer(s) shall be and are hereby authorized to execute the necessary Quit Claim Deed to the Camden Redevelopment Agency.

SECTION 1. Any portion of this ordinance not herein amended and supplemented shall remain in full force and effect.

SECTION 2. All ordinance or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

SECTION 3. This ordinance shall take effect twenty (20) days after final passage and publications as provided by law.

BE IT FURTHER ORDAINED, that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2020

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

FRANCISCO MORAN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2021

TO: Jason Asuncion, Interim Business Administrator

FROM: Yolanda Hawkins, Real Estate Officer

Department Making Request: Law Dept./Bureau of City Properties

TITLE OF RESOLUTION/ORDINANCE: ORDINANCE AUTHORIZING THE REMOVAL OF DEED RESTRICTIONS AND REVERSIONARY LANGUAGE ON 133 NORTH 35TH STREET

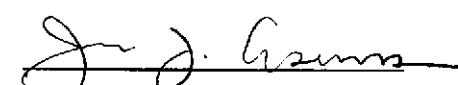

BRIEF DESCRIPTION OF ACTION: This action is necessary to facilitate the sale of the parcel.

BIDDING PROCESS:

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS: N/A

APPROPRIATION ACCOUNT(S): (If applicable) N/A

AMOUNT: (If applicable) N/A

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	1-22-21	
Received by City Attorney:	1/27/21	
	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	Yolanda	
Contact Person:	Yolanda	7125

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

MBS:yrh
2-9-21

0-3

**ORDINANCE AUTHORIZING THE ACCEPTANCE OF A CONSERVATION DEED
RESTRICTION FOR ANDUJAR PARK**

WHEREAS, the City of Camden is the owner of the parcel designated on the official Tax Map as Block 12, LOT 1, 3-9, 18-21 and Block 14, Lots 29-35 & 37; and

WHEREAS, the Property will continue to be used as a Public park; and

WHEREAS, the Conservation Deed Restriction has been declared and established in order to benefit the general public by preserving and protecting land as open space; and

WHEREAS, the land is contaminated by discharges of hazardous substances within the meaning of the New Jersey Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 (the "Spill Act") and the remediation is currently estimated to cost at least \$195,562; and

WHEREAS, the New Jersey Brownfield and Contaminated Site Remediation Act, N.J.S.A. 58:10B-1.1 et seq. (the "Remediation Act"), authorizes EDA to award a municipality with a grant from the Hazardous Discharge Site Remediation Fund (the "HDSRF Grant") pursuant to the Remediation Act of up to 75% of the costs of the remedial action for a project involving the redevelopment of contaminated property for recreation and conservation purposes.

WHEREAS, the granting of this Conservation Deed Restriction will help to ensure the cleanup for the continual use of Andujar Park as a Camden City park; and

BE IT ORDAINED, by City Council of the City of Camden the proper officer(s) shall be and are hereby authorized to accept the Conservation Deed Restriction as the owner of said parcel.

SECTION 1. Any portion of this ordinance not herein amended and supplemented shall remain in full force and effect.

SECTION 2. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistency only.

SECTION 3. This ordinance shall take effect twenty (20) days after its final passage and publication as provided by law.

BE IT FURTHER ORDAINED, that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this Ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Ordinance, and the action by the Commissioner regarding this Ordinance shall supersede any action by the Mayor on the same Ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

FRANCISCO MORAN
Mayor

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2021

TO: Jason Asuncion, Business Administrator

FROM: Yolanda Hawkins, Real Estate Officer

Department Making Request: Law Dept./Bureau of City Properties

TITLE OF RESOLUTION/ORDINANCE: ORDINANCE AUTHORIZING THE
ACCEPTANCE OF A CONSERVATION DEED RESTRICTION FOR ANDUJAR PARK

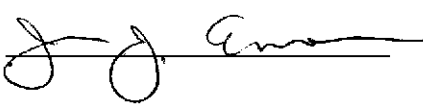
BRIEF DESCRIPTION OF ACTION: This ordinance will allow the City to accept funding from EDA to remediate the site of its contamination of hazardous substances and to maintain an open space for the Public.

BIDDING PROCESS:

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS: N/A

APPROPRIATION ACCOUNT(S): *(If applicable)* N/A

AMOUNT: *(If applicable)* N/A

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
		<i>(If applicable)</i>
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>1-22-21</u>	
Received by City Attorney:	_____	_____

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	<u>Yolanda</u>	_____
Contact Person:	<u>Yolanda</u>	<u>7125</u>

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

*****Please attach all supporting documents*****

0-4
MBS:dh
02-09-21

**ORDINANCE AUTHORIZING THE STREET VACATION (LOT CONSOLIDATION)
FOR MILLER FABRICATORS, 1135 MT. EPHRAIM AVENUE, BLOCK 399, LOT 1
CURRENTLY LOTS 46, 54, 58-60, 65, 69-70, 108, 112 AND 113 AS MORE
PARTICULARLY SET FORTH IN THE ATTACHED METES AND BOUNDS
DESCRIPTIONS PURSUANT TO AND IN ACCORDANCE
WITH N.J.S.A. 40:67-1, ET SEQ.**

WHEREAS, Miller Fabricators, Inc. has requested a street vacation associated with lot consolidation of Block 399, proposed Lot 1 at the property located at 1135 Mount Ephraim Avenue, Camden, NJ as more particularly set forth in the metes and bounds descriptions attached hereto as Exhibit "A;" and

WHEREAS, no reservations or objections have been made; and

WHEREAS, the matter has been referred to the City Engineer, who has recommended that the City proceed with the vacation; and

WHEREAS, it appears to the City that the public will not be adversely affected by the vacating of the public right in these areas; and

WHEREAS, the City is desirous of retaining a utility easement over the portions being vacated;

BE IT ORDAINED, by the City Council of the City of Camden that:

SECTION 1. The rights of the public and the City of Camden in and to the Plan of Survey and Lot Consolidation Block 399, proposed Lot 1 as more particularly set forth in the attached metes and bounds descriptions are hereby extinguished and vacated, with the exception of the retention of a maintenance and utility easement. The vacation shall comply with all conditions of the vacation approval that the applicant is responsible for as per the City Engineer. Please see Exhibit "A" for the detailed legal description of the Block 399, being vacated.

SECTION 2. All municipal public utilities and cable television lines and facilities, if any, existing in, on or under the vacated streets as described in the legal descriptions shall remain the property of the City of Camden, applicable public utility or cable television company. The City of Camden expressly reserves an easement in, on or under those portions of the streets to be vacated. The party or parties, who become owners of the vacated streets under this ordinance, and their successors in title, shall not have the right to close, remove, relocate, erect any structure upon, or block access to any municipal or public utility or cable television lines or facilities existing in, on or under the vacated streets. They shall have the right to contract with the City of Camden or applicable public utility or cable television company to close, remove, relocate, detour or operate and maintain any such municipal public utility or cable television company lines and facilities. The party or parties who become owners of the vacated streets must maintain fire access to the vacated streets at all times.

SECTION 3. The street vacations are subject to the rights of the City of Camden and of public utilities to enter the vacated streets in a reasonable manner for the purpose of inspecting, maintaining, repairing, replacing, closing or removing any municipal public utility or cable television lines and/or facilities remaining in, on or under the vacated streets, unless the City of Camden or public utility or cable television company waives such right by contract or agreement under Section 2 above.

SECTION 4. The Municipal Clerk shall have this ordinance published once, not less than (10) days instead of one (1) week prior to the second reading.

SECTION 5. Any portion of this ordinance not herein amended and supplemented shall remain in full force and effect.

SECTION 6. All ordinances or parts of ordinances inconsistent with the provisions of this ordinance are hereby repealed as to such inconsistencies only.

SECTION 7. This ordinance shall take effect twenty (20) days after final passage and publication as provided by law.

SECTION 8. The Municipal Clerk shall, within sixty (60) days after this ordinance becomes effective, file a certified copy of this ordinance, together with a copy of the proof of publication, in the Office of the Camden County Clerk/Register of Deeds with instructions that the certified copy of this ordinance be recorded and properly indexed in the street vacation book.

BE IT FURTHER ORDAINED, that pursuant to N.J.S.A. 52:27BBB-23 and N.J.S.A. 40:69A-41, a true copy of this Ordinance shall be forwarded to the Mayor, who shall have ten (10) days from the receipt thereof to approve or veto this ordinance. Additionally, pursuant to N.J.S.A. 52:27BBB-23, a true copy of this ordinance shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this ordinance, and the action by the Commissioner regarding this ordinance shall supersede any action by the Mayor on the same ordinance. All notices of approval and/or veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


Michelle Banks-Spearman
City Attorney

Curtis Jenkins
President, City Council

Francisco Moran
Mayor

ATTEST: _____
Luis Pastoriza
Municipal Clerk



DESCRIPTION OF PROPERTY FOR
LOT CONSOLIDATION
Block 399
PROPOSED LOT 1
CITY OF CAMDEN, COUNTY OF CAMDEN, STATE OF NEW JERSEY

ALL THAT CERTAIN tract or parcel of land, situate in the City of Camden, County of Camden, and State of New Jersey, as shown on a plan entitled "Plan of Survey and Lot Consolidation Block 399 City of Camden, County of Camden, State of New Jersey", prepared by *irving design group, llc*, dated 6-20-18 last revised 1/29/19 more particularly bounded and described as follows:

BEGINNING at a point at the intersection of the Westerly line of Mount Ephraim Avenue (County Route No. 605) (66 feet wide), with the Southerly line of Sycamore Street (40 feet wide); thence,

1. South 19 degrees 51 minutes 30 seconds East, along Mount Ephraim Avenue, a distance of 103.61 feet to a point in the Northerly line of Baxter Street (20 feet wide); thence,
2. South 85 degrees 18 minutes 15 seconds West, along Baxter Street, a distance of 356.98 feet to a point in the Easterly line of Tenth Street (aka South Tenth Street) (40 feet wide); thence,
3. North 04 degrees 50 minutes 05 seconds West, along Tenth Street, a distance of 100.00 feet to a point in the Southerly line of Sycamore Street; thence,
4. North 85 degrees 18 minutes 15 seconds East, along said Southerly line of Sycamore Street, a distance of 330.12 feet to the point and place of beginning;

SAID ABOVE DESCRIBED tract or parcel of land contains 34,358.53 square feet or 0.789 acres more or less.

BEING Proposed Lot 1

BEING currently, Lots 46, 54, 58-60, 65, 69-70, 108, 112, and 113 in Block 399 on the City of Camden tax map

BEING more commonly known as 1135 Mount Ephraim Avenue

Walter S. Kucharski, PLS
New Jersey License # 24GS03625100
January 29, 2019
irving design group, llc

irving design group, llc
10 White Horse Pike ♦ Haddon Heights, NJ 08035 ♦ Phone 856-310-9200



CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2020

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Ordinance approving the street vacation (Lot Consolidation) for Miller Fabricators, 1135 Mt. Ephraim Ave, Blk: 399, Lot: 1 – Currently lots 46,54,58-60,65, 69-70, 108, 112 and 113.

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve the street vacation for Miller Fabricators, Inc. (Lot Consolidation). The Planning Board recommended approval of the lot consolidation at its December 10, 2020 Board Meeting.

BIDDING PROCESS:N/A

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

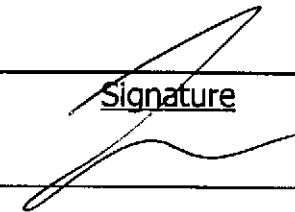
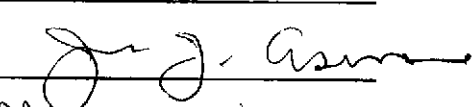

APPROPRIATION ACCOUNT(S): n/a

AMOUNT: n/a



Waiver Attached for State (DCA) Approval

*Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	1-15-20	
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	1-15-21	
Received by City Attorney:	1/27/21	

(Name) Please Print **(Extension #)**

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

Prepared By:

Contact Person:

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

**RESOLUTION OF THE PLANNING BOARD
OF THE CITY OF CAMDEN
GRANTING STREET VACATION APPROVAL TO
MILLER FABRICATORS, INC. FOR
1135 MOUNT EPHRAIM AVENUE
LOT CONSOLIDATION
BLOCK 399, PROPOSED LOT 1
CURRENTLY LOTS 46, 54, 58-60, 65, 69-70, 108, 112 & 113
CAMDEN, NEW JERSEY**

WHEREAS, the Applicant, Miller Fabricators, Inc. submitted an application to the Planning Board of the City of Camden requesting a street vacation associated with lot consolidation of Block 399, proposed Lot 1 at the property located at 1135 Mount Ephraim Avenue, Camden, New Jersey, on the tax maps of the City of Camden; and

WHEREAS, On December 10, 2020, the Planning Board of the City of Camden held a public hearing on the application in accordance with *N.J.S.A. 40:55D-1 et seq.*, the Municipal Land Use Law and *N.J.S.A. 10:4-6 et seq.*, the Open Public Meetings Act, to consider said application; and

WHEREAS, no variances were requested or required with the application; and

WHEREAS, no waivers were requested or required with the application; and

WHEREAS, public notice of the hearing was provided in accordance with the requirements of Municipal Land Use Law, *N.J.S.A. 40:55D-12*; and

WHEREAS, Aaron Miller of Miller Fabricator's, Inc. was sworn and testified in support of the application. Mr. Miller testified that the application was filed in concert with a prior approval that Miller Fabricator's, Inc. received from the Planning Board, which permitted Miller Fabricator's, Inc. to expand its cabinet manufacturing facility at the subject property. Testimony was provided that as part of the preliminary and final site plan approval received by the Applicant, the Applicant was required to consolidate Lots 46, 54, 58-60, 65, 69-70, 108, 112 and

ROLL CALL VOTE

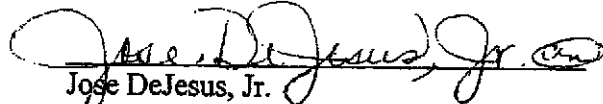
Those in Favor

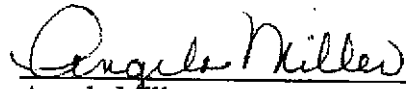
6

Those Opposed

0

The undersigned Secretary and Chairman of the Planning Board of the City of Camden hereby certify that this is true copy of the resolution adopted by said Board on January 14, 2021.


Jose DeJesus, Jr.
Chairman, City of Camden Planning Board


Angela Miller
Secretary, City of Camden Planning Board

FACT SHEET

October 29, 2020

TYPE: **STREET/ALLEY VACATION**
APPLICANT: Miller Fabricator's, Inc. (Aaron Miller)

PROJECT: The applicant is requesting a street vacation for a Lot Consolidation, Block 399 Proposed Lot 1

ZONE: GLI – Gateway Redevelopment Plan

LOCATION: 1135 Mt. Ephraim Avenue
Lot Consolidation, Block 399, Proposed Lot 1, currently
Lot(s) 46, 54, 58-60, 65, 69-70, 108, 112 and 113.

RECOMMENDATIONS:
Camden County M.U.A.
City Engineer
Police Department
Fire Department
Comcast Cablevision
PSE&G
Verizon
Public Works

COMMUNITY COMMENTS: None

PLANNING STAFF: Conditioned upon responses from the departments

ATTACHMENTS: Application
Location Map/Attachments

PREPARED BY: Dr. Edward C. Williams, PP., AICP, CSI,
Director of Planning & Development/Zoning Officer

GENERAL DATA

NAME OF APPLICANT: Miller Fabricators, Inc (Aaron Miller)

Telephone: 856-264-2912

Address: 1135 Mt Ephraim Ave Camden, NJ 08103

Block: 39a Lot: 73

NAME OF CONTACT PERSON: Aaron Miller
(if other than applicant)

Telephone: 856-264-2912 Fax: 856-966-0790

Address: 67 South Hwy Franklin, NJ Zip Code: 08322

STREET ADDRESS/GENERAL LOCATION OF PROPERTY: _____

1135 Mt Ephraim Ave Camden, NJ 08103

Purpose of Street vacation: _____

Expansion of existing business and Block and
lot consolidation

Description proposal: Build (2) new buildings that will

Cross over and eliminate alley way.

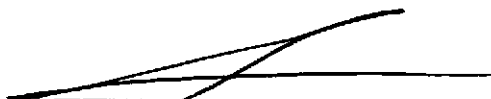
Is this application being submitted in conjunction with a site plan or sub-division application? Please check one YES ☒ NO ☐ If yes, please submit twelve sealed and folded site development plans drawn to an identified scale delineating the easement or right-of-way of the proposed vacation.
NOTE: See requirement number 3, on first page.

Please return application to the address at the top of the first page. Incomplete application shall not be processed. *Any application which remain incomplete for more than 10 business days will be discarded.* Falsification in any form shall subject applicant to a fine or municipal court.

**THIS APPLICANT CERTIFIES THAT THE ABOVE INFORMATION
HAS BEEN COMPLETED TO THE BEST OF HIS/HER KNOWLEDGE**

9/27/00

(DATE)



(SIGNATURE OF APPLICANT)

Miller Fabricators, Inc.

(NAME OF CORPORATION/ASSOCIATION)



DESCRIPTION OF PROPERTY FOR
LOT CONSOLIDATION

Block 399

PROPOSED LOT 1

CITY OF CAMDEN, COUNTY OF CAMDEN, STATE OF NEW JERSEY

ALL THAT CERTAIN tract or parcel of land, situate in the City of Camden, County of Camden, and State of New Jersey, as shown on a plan entitled "Plan of Survey and Lot Consolidation Block 399 City of Camden, County of Camden, State of New Jersey", prepared by *irving design group, llc*, dated 6-20-18 last revised 1/29/19 more particularly bounded and described as follows:

BEGINNING at a point at the intersection of the Westerly line of Mount Ephraim Avenue (County Route No. 605) (66 feet wide), with the Southerly line of Sycamore Street (40 feet wide); thence,

1. South 19 degrees 51 minutes 30 seconds East, along Mount Ephraim Avenue, a distance of 103.61 feet to a point in the Northerly line of Baxter Street (20 feet wide); thence,
2. South 85 degrees 18 minutes 15 seconds West, along Baxter Street, a distance of 356.98 feet to a point in the Easterly line of Tenth Street (aka South Tenth Street) (40 feet wide); thence,
3. North 04 degrees 50 minutes 05 seconds West, along Tenth Street, a distance of 100.00 feet to a point in the Southerly line of Sycamore Street; thence,
4. North 85 degrees 18 minutes 15 seconds East, along said Southerly line of Sycamore Street, a distance of 330.12 feet to the point and place of beginning;

SAID ABOVE DESCRIBED tract or parcel of land contains 34,358.53 square feet or 0.789 acres more or less.

BEING Proposed Lot 1

BEING currently, Lots 46, 54, 58-60, 65, 69-70, 108, 112, and 113 in Block 399 on the City of Camden tax map

BEING more commonly known as 1135 Mount Ephraim Avenue

Walter S. Kucharski, PLS

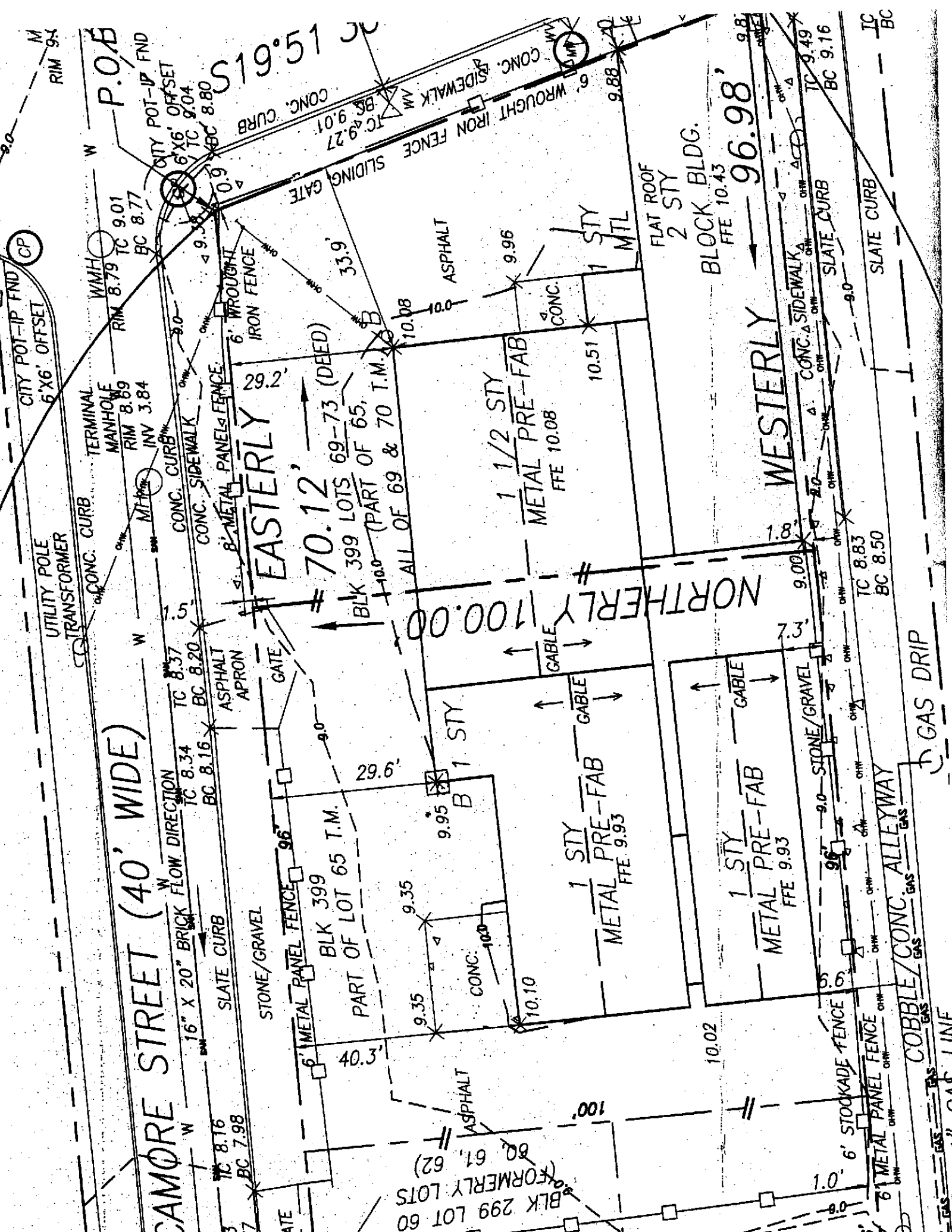
New Jersey License # 24GS03625100

January 29, 2019

irving design group, llc

irving design group, llc

10 White Horse Pike ♦ Haddon Heights, NJ 08035 ♦ Phone 856-310-9200



9.0
M
RIM 9.4

CITY POT-UP FND
6'X6' OFFSET
CP

UTILITY POLE
TRANSFORMER
CONC. CURB

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CONC. CURB
MANHOLE
RIM 8.79
INV 3.84

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CONC. SIDEWALK
CONC. PANEL FENCE
METAL PRE-FAB
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P.O.B
CITY POT-UP FND
6'X6' OFFSET
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BC 8.77

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67 SANDRA WAY
FRANKLINVILLE, NJ 08322
PH: (856) 264-2912



irving design group, llc
land use planning & design

10 WHITE HORSE PIKE
HADDON HEIGHTS, NJ 08035

PH: (856) 310-9200

CERTIFICATE OF AUTHORIZATION
#24GA28102800

IN CONSIDERATION OF THE FEE PAID FOR MAKING THIS SURVEY,
I HEREBY DECLARE TO THE BEST OF MY KNOWLEDGE,
INFORMATION AND BELIEF, AND IN MY PROFESSIONAL OPINION
THIS SURVEY IS ACCURATE (EXCEPT SUCH EASEMENTS, IF ANY,
THAT MAY BE LOCATED BELOW THE SURFACE OF THE LANDS OR
ON THE SURFACE OF THE LANDS AND NOT VISIBLE). THIS
RESPONSIBILITY LIMITED TO THE CURRENT MATTER FOR WHICH IT
IS BEING USED (PLAN OF SURVEY).


WALTER S. KUCHARSKI, PLS
NJ PROFESSIONAL LAND SURVEYOR LIC.# 24GS03625100

PROJECT#: SCEG-18-002	DATE: 6/20/18	
DRAWN BY: MWI	CHK'D BY: WSK	SCALE: 1"=20'
DRAWING NO.: SU-1	SHEET NO.: 1 OF 1	

**PLAN OF SURVEY AND LOT
CONSOLIDATION BLOCK 399**

CITY OF CAMDEN
COUNTY OF CAMDEN
STATE OF NEW JERSEY



NOTES:

- BEING KNOWN AS BLOCK 399 LOTS 46, 54, 58-60, 65, 69-70, 108, 112 AND 113
1. LOT AND BLOCK NUMBERS REFER TO THE CITY OF CAMDEN TAX MAP SHEET 7.10
 2. THIS SURVEY WAS PREPARED FOR AARON MILLER IN SUPPORT OF A SITE PLAN APPLICATION AND SHALL BE USED FOR NO OTHER PURPOSE.
 3. THIS PLAN WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT, AND IS SUBJECT TO ANY INFORMATION, EASEMENTS, RESTRICTIONS AND/OR ENCUMBRANCES, THAT MAY OR MAY NOT BE CONTAINED THEIR IN AND OF THE PUBLIC RECORD.
 4. REFERENCES:
 - A. DEED BOOK 7678 - PAGE 804: LOTS 69-73
 - B. DEED BOOK 10506 - PAGE 933: LOTS 46-48, 58, 60-62, & 108
 - C. DEED BOOK 08050 - PAGE 0756: LOT 65
 - D. CITY PLANS - DRAWING #21
 - E. CITY UTILITY PLAN
 5. ALL FIELD LOCATIONS WERE PERFORMED BY IRVING DESIGN GROUP, LLC FIELD CREW ON OR ABOUT 6-5, 2018. ONLY CONDITIONS EXISTING AT THOSE TIMES ARE REFLECTED ON THIS PLAN. ANY LOCATIONS OF UNDERGROUND UTILITIES SHOWN HEREON ARE BASED UPON ABOVE GROUND STRUCTURES VISIBLE AT THE TIME OF THE FIELD SURVEY.
 6. HORIZONTAL DATUM: NJ STATE PLANE NAD '83, VERTICAL DATUM: NAVD 1988 (TO CONVERT TO NAD 1929 ADD 1.21 FEET).
 7. LOCATIONS OF UNDERGROUND UTILITIES/STRUCTURES MAY VARY FROM LOCATIONS SHOWN HEREON; WHEREAS ADDITONAL BURIED UTILITIES/STRUCTURES MAY BE ENCOUNTERED. NO EXCAVATIONS WERE MADE DURING THE PREPARATION OF THIS SURVEY TO LOCATE BURIED UTILITIES OR STRUCTURES. BEFORE EXCAVATIONS ARE BEGUN, THE UNDERGROUND UTILITIES LOCATION SERVICE AT 1-800-272-1000 SHALL BE CONTACTED AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF ANY DEMOLITION OR EXCAVATION ACTIVITIES, IN APPLICABLE LAWS, RULES, AND REGULATIONS.
 8. SUBJECT PROPERTY CONTAINS A CALCULATED 34,358.53 SQUARE FEET OR 0.789 ACRES MORE OR LESS.
 9. ONLY COPIES OF THE ORIGINAL OF THIS PLAN CLEARLY MARKED WITH THE LAND SURVEYOR'S EMBOSSED SEAL SHALL BE CONSIDERED A VALID COPY.

Resolutions

JENKINS
02/09/21

R-1

**RESOLUTION RE-APPOINTING IAN LEONARD TO
THE AFFIRMATIVE ACTION REVIEW COUNCIL OF THE CITY OF CAMDEN
FOR A TWO (2) YEAR TERM, EXPIRING FEBRUARY 8, 2023**

WHEREAS, Chapter 12, Affirmative Action, of the Code of the City of Camden ("City Code"), as amended, provides for an Affirmative Action Review Council ("AARC"), which consists of seven (7) members. Initially, and thereafter in instances where the AARC's membership is to be reconstituted in its entirety, the composition of the Council shall consist of four (4) members who shall be appointed for terms of two (2) years and three (3) members who shall be appointed for periods of one (1) year; thereafter, all members of the AARC shall be appointed for terms of two (2) years. The Mayor and City Council shall each appoint two (2) of the initial 2-year term members. The Mayor shall appoint one (1) and City Council shall appoint two (2) of the initial 1-year term members; and

WHEREAS, the name of Ian Leonard has been submitted to the Municipal Appointment Committee, which has reviewed the qualifications of said nominee and is satisfied as to his fitness for appointment; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that it hereby re-appoints Ian Leonard as a member of the Affirmative Action Review Council of the City of Camden, for a term of two (2) years, expiring February 8, 2023; now, therefore

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A.52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk



Camden City Council
RESOLUTION / ORDINANCE REQUEST FORM

DATE: January 19, 2021

Council Meeting Date: February 9, 2021

FROM: Councilperson

☒ Curtis Jenkins, President

☐ Sheila Davis, At-Large

☐ Angel Fuentes, At-Large

☐ Marilyn Torres, Vice President, 3rd Ward

☐ Shaneka Boucher, 1st Ward

☐ Victor Carstarphen, 2nd Ward

☐ Felisha Reyes-Morton, 4th Ward

Action Requested:

**RESOLUTION RE-APPOINTING IAN LEONARD TO
THE AFFIRMATIVE ACTION REVIEW COUNCIL OF THE CITY OF CAMDEN
FOR A TWO (2) YEAR TERM, EXPIRING FEBRUARY 8, 2023**

****PLEASE ATTACH ANY SUPPORTING DOCUMENTS

Curtis Jenkins/wr

Signature of Councilperson

01/19/21

Date

JENKINS
02/09/21

R-2

**RESOLUTION RE-APPOINTING ANTHONY LINGO TO
THE AFFIRMATIVE ACTION REVIEW COUNCIL OF THE CITY OF CAMDEN
FOR A TWO (2) YEAR TERM, EXPIRING FEBRUARY 8, 2023**

WHEREAS, Chapter 12, Affirmative Action, of the Code of the City of Camden ("City Code"), as amended, provides for an Affirmative Action Review Council ("AARC"), which consists of seven (7) members. Initially, and thereafter in instances where the AARC's membership is to be reconstituted in its entirety, the composition of the Council shall consist of four (4) members who shall be appointed for terms of two (2) years and three (3) members who shall be appointed for periods of one (1) year; thereafter, all members of the AARC shall be appointed for terms of two (2) years. The Mayor and City Council shall each appoint two (2) of the initial 2-year term members. The Mayor shall appoint one (1) and City Council shall appoint two (2) of the initial 1-year term members; and

WHEREAS, the name of Anthony Lingo has been submitted to the Municipal Appointment Committee, which has reviewed the qualifications of said nominee and is satisfied as to his fitness for appointment; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that it hereby re-appoints Anthony Lingo as a member of the City of Camden Affirmative Action Review Council, for a term of two (2) years, expiring February 8, 2023; now, therefore

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A.52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk



Camden City Council
RESOLUTION / ORDINANCE REQUEST FORM

DATE: January 19, 2021

Council Meeting Date: **February 9, 2021**

FROM: Councilperson

- ☒ Curtis Jenkins, President
☐ Sheila Davis, At-Large
☐ Angel Fuentes, At-Large

- ☐ Marilyn Torres, Vice President, 3rd Ward
☐ Shaneka Boucher, 1st Ward
☐ Victor Carstarphen, 2nd Ward
☐ Felisha Reyes-Morton, 4th Ward

Action Requested:

**RESOLUTION RE-APPOINTING ANTHONY LINGO TO
THE AFFIRMATIVE ACTION REVIEW COUNCIL OF THE CITY OF CAMDEN
FOR A TWO (2) YEAR TERM, EXPIRING FEBRUARY 8, 2023**

****PLEASE ATTACH ANY SUPPORTING DOCUMENTS

Curtis Jenkins/on

Signature of Councilperson

01/19/21

Date

RESOLUTION #3

Resolution accepting and inserting #37,500 grant from the Camden County Open Space farmland, recreation & historic trust for heritage tourism interactive historic mural (by title)

RESOLUTION

**NOT available at time of print on
Thursday, January 28, 2021.**

R-3

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: 2/9/2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Patrice Bassett, Records Manager & Archivist

Department Making Request: Municipal Clerk

TITLE OF RESOLUTION/ORDINANCE: Resolution accepting and inserting \$37,500 grant from Camden County Open Space Farmland, Recreation & Historic Trust for heritage tourism Interactive Historic Mural.

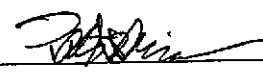
BRIEF DESCRIPTION OF ACTION: This resolution accepts and inserts our approved grant from the Camden County Open Space Farmland, Recreation & Historic Trust in the amount of \$37,500. These funds will be utilized to partially cover phase 3 of our heritage tourism Interactive Historic Mural to be placed within the lobby of City Hall Camden. A match requirement of \$9,375. (25%) will be applied from our previously granted New Jersey Historic Trust grant.

BIDDING PROCESS: N.J.S.A. 40A:11-5a(ii) –
Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): *(If applicable)* Match coming from NJHT grant award 2020.H003
(awarded but not done being executed)

AMOUNT: *(If applicable)* \$37,500

☒ **Waiver Attached for State (DCA) Approval**
Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/14/2021</u>	<u></u>
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS**

**DIVISION OF LOCAL GOVERNMENT SERVICES
GRANT APPROVAL FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT OF THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION AND GRANT AWARD LETTER.

This 2020 Camden Count Open Space, Farmland, Recreation & Historic Trust Grant will allow us to continue previously funded work on our Heritage Tourism Interactive Historic Mural for City Hall Camden to be installed in the lobby. We have been awarded \$37,500 of which a 25% match is required (\$9,375) which will be utilized through our previously awarded New Jersey Historic Trust Fund Grant.

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Patrice Bassett
Title	Records Manager & Archivist
Telephone Number	856.757.7049
Email	pameccart@ci.camden.nj.us

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

The first 5 years of maintenance costs have been written into this grant through the tech vendor in charge of design, Night Kitchen Interactive. Moving forward updating will be performed by trained City of Camden staff and issue resolution support can be addressed on an as needed basis.

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

Updating will be performed by trained City of Camden staff, specifically the Records Manager. Training costs for said updating is written into the grant request. Ongoing updates post grant will be performed as part of normal City of Camden time.

Mayor's Signature

Date _____

Business Administrator/Manager Signature

Date _____

Name, email and fax of contact person for this form:

Patrice Bassett, pamccart@ci.camden.nj.us, Fax: 856.757.7220

For LGS use only:

☐ Approved

☐ Denied

Date _____

Director or Designee,
Division of Local Government Services

Number Assigned _____

SHARED SERVICES AGREEMENT
BY AND BETWEEN
THE COUNTY OF CAMDEN
AND
CITY OF CAMDEN

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A: 65-1 et seq. entered into between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, Camden, New Jersey 08102, (**County**), and the City of Camden, a body of politic and corporate of the State of New Jersey with offices with offices located at 520 Market Street, Camden, New Jersey 08102 (**City**). The date of execution of this Agreement is the day of , 2021.

WITNESSETH:

WHEREAS, the need exists within the County of Camden (**County**) and its municipalities for the preservation of historic sites; and

WHEREAS, the City of Camden (**City**) desires to develop and install an interactive historical education kiosk (**project**) to engage the public in active learning and increase heritage tourism in Camden City and surrounding area. within the City of Camden; and

WHEREAS, the **City** desires to acquire assets which would permit it to implement the **project**; and

WHEREAS, the **County** desires to fund, in an amount not to exceed \$37,500, the installation of the **project** by the **City**, in accordance with the approved work plan (**Work Plan**) which is attached hereto, in order that the citizens of the **County** may ensure the continued preservation of historic properties within the **County**; and

WHEREAS, the **City** agrees to indemnify and hold harmless the County of Camden, its agents, servants, and employees from any and all liability relating to the installation of the **project**, together with their ownership and use; and

WHEREAS, by resolution adopted December 17, 2020, the Board of Freeholders of the County of Camden authorized the execution of any necessary contractual documents to implement the recommendations of the Camden County Open Space Preservation Trust Fund Advisory Committee with respect to Round 20 - Historic Preservation funding, now, therefore,

IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. **TERM**

This Agreement shall be for a one (1) year period commencing upon the date of the execution of this Agreement.

2. **CITY'S RESPONSIBILITIES**

The **City** shall negotiate with contractors for said development and installation of an interactive historical education kiosk and shall provide the **County** with a copy of all plans and agreements with contractors for said **project** as identified in the **Work Plan**, not less than seven days prior to the commencement of work. Following completion of the work, the **City** shall submit copies of all invoices from said contractors, and copies of all cancelled checks for said **project** as they relate to the **Work Plan**.

The **City** may use any funds provided by the **County** only for the said **project** in accordance with the **Work Plan** attached hereto. The **City** must make written application to the County for any proposed changes to the approved **Work Plan** and must receive written approval for the proposed changes from the County prior to seeking reimbursement for costs relating to said changes. The **City** must provide the **County** with copies of all contracts and other documents identified above which relate to the said **project**.

The City shall provide evidence of the availability of matching funds in the amount of \$9,375.00 (25%) for the tasks listed in the Work Plan.

The **City** shall inform the **County** in writing of any circumstances that will delay the completion of the **Work Plan** beyond the term of this Agreement not less than sixty (60) days prior to the expiration of this Agreement.

The **City** may use any funds provided by the **County** only for the purpose stated within the **Work Plan**. The **City** must provide the **County** with copies of all contracts and other documents identified above which relate to said **Work Plan**. A completed **Historic Preservation Grant Payment/Reimbursement Request Form (Attachment I)**, must accompany all request(s) for release of funds. No funds will be released unless/until this completed form is received by the **County**.

The **City** shall allow the **County** to place a sign no larger than 18" x 24" on the property, at a mutually agreed to location, which shall identify the Camden County Open Space Preservation Trust Fund as a financial partner in the completion of the project.

3. COUNTY'S RESPONSIBILITIES

Upon receipt of a signed contract(s) for work contained in the **Work Plan**, the **County** shall pay to the **City** the sum of said contract(s), or a percentage thereof, for the purpose of permitting the **City** to complete the project. The amount paid shall not exceed the amount for said work identified in the **City's** application submitted to the **County** for Round 20 - Historic Preservation Funding, nor shall it exceed \$37,500 in the aggregate. Any balance from the original appropriation of funds which remains after all work identified in the **Work Plan** has been completed, shall remain with the **County**.

4. ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

In accordance with N.J.S.A. 40A:65-9, if any party performing a service on behalf of another party or parties to this Agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the Agreement for the work to be performed by a private contractor under such Agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40a: 11-1 et seq.)

5. AUDIT

Pursuant to the Single Audit Act of 1984, the City agrees to permit the County and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

6. RIGHT TO INSPECT

The City shall permit the County or its authorized representative, to make visits to the site during installation in order to: assure the City's compliance with the terms of this Agreement, review project accomplishments, or provide such technical assistance as may be required.

7. INDEMNIFICATION

The City shall indemnify, hold harmless and defend the County, its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with, the restoration work conducted pursuant to this Agreement.

8. INSURANCE

The City shall provide and maintain during the term of this Agreement adequate insurance coverage for the work to be performed pursuant to this Agreement. Said insurance shall include but not be limited to general liability and workers compensation insurance which includes limits which are the same as those procured by the City for other types of activities.

9. NOTICE

All notice hereunder shall be in writing and mailed, postage paid, certified mail, return receipt requested to the County by directing the same to the County Administrator, 16th Floor, 520 Market St., Camden, New Jersey 08102 and to the City by directing the same to the Mayor, City of Camden, at 520 Market Street, Camden, New Jersey 08102.

10. MISCELLANEOUS

The following provisions shall apply to this Agreement:

a. **Construction of this Agreement**

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

b. **Amendments**

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

c. **Headings**

This section and or any other headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this contract.

d. **Invalid Clause**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

e. **Entire Agreement**

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral agreements relating to this undertaking set forth herein.

f. **Assignability**

This Agreement and all rights, duties and obligations contained herein may not be assigned without the County's prior written permission.

g. **Affirmative Action**

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

h. **Funding**

In accordance with the provisions of N.J.S.A. 40A: 11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

i. **Waiver**

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this Agreement.

ATTEST:

COUNTY OF CAMDEN

CLERK, BOARD OF FREEHOLDERS

ROSS G. ANGILELLA
COUNTY ADMINISTRATOR

WITNESS:

CITY OF CAMDEN

CLERK,
CITY OF CAMDEN

Name:

Title:

(OP-HISTAGRE-CamdenCITY.RD20 (Kiosk))



Making It Better, Together.

OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND

Historical Education Kiosk (Round 20)

Approved Work Plan

- Task #1: Creation of gameshow format history quiz in English and Spanish; Upload to City of Camden website
- Task #2: Quarterly maintenance of software/hardware
- Task #3: Updating/printing of maps, guides and rack cards for distribution in City Hall and 21 City and County historic sites



Making It Better, Together.

Historic Preservation Grant

Payment/Reimbursement Request Form

The following payments/reimbursements are requested relative to the project listed below:

Project Name: _____

Applicant: _____

Funding Round: 20 Matching Fund Amt.: \$ 9,375.00
(if applicable)

Please specify the **Task #**, as identified in the **Approved Work Plan** contained in your **Project Agreement**, for each item for which payment/reimbursement is requested, and documentation included.

Task #	Item (i.e. fencing, field regrading, lighting etc.)	Total Cost	Matching Funds (if applicable)	Reimbursement Requested
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____

Total REIMBURSEMENT Requested

\$

Signature _____

Title _____

Date _____

Print Name _____

RESOLUTION #4

Resolution authorizing entrance into a shared services agreement with the County of Camden and/or Board of Chosen Freeholders which includes a \$37,500 grant from the Camden County Open Space, Farmland, Recreation & Historic Trust (by title)

RESOLUTION

**NOT available at time of print on
Thursday, January 28, 2021.**

CITY OF CAMDEN

R-4

CITY COUNCIL REQUEST FORM

Council Meeting Date: 2/9/2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Patrice Bassett, Records Manager & Archivist

Department Making Request: Municipal Clerk

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing entrance into a shared services agreement with the County of Camden and/or Board of Chosen Freeholders which includes a \$37,500 grant from the Camden County Open Space, Farmland, Recreation & Historic Trust

BRIEF DESCRIPTION OF ACTION: This resolution will allow entry into a shared services agreement with Camden County in order to provide grant funding in the amount of \$37,500 for the City Clerk's Office to implement an interactive historic mural for the period of January 1 thru December 31, 2021.

BIDDING PROCESS: N.J.S.A. 40A:11-5a(ii) –
Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): (If applicable)

AMOUNT: (If applicable) \$37,500

☒ **Waiver Attached for State (DCA) Approval**
Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/14/2021</u>	<u>[Signature]</u>
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____
Received by City Attorney:	_____	_____

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****

SHARED SERVICES AGREEMENT
BY AND BETWEEN
THE COUNTY OF CAMDEN
AND
CITY OF CAMDEN

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A: 65-1 et seq. entered into between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, Camden, New Jersey 08102, (**County**), and the City of Camden, a body of politic and corporate of the State of New Jersey with offices with offices located at 520 Market Street, Camden, New Jersey 08102 (**City**). The date of execution of this Agreement is the day of , 2021.

WITNESSETH:

WHEREAS, the need exists within the County of Camden (**County**) and its municipalities for the preservation of historic sites; and

WHEREAS, the City of Camden (**City**) desires to develop and install an interactive historical education kiosk (**project**) to engage the public in active learning and increase heritage tourism in Camden City and surrounding area. within the City of Camden; and

WHEREAS, the City desires to acquire assets which would permit it to implement the **project**; and

WHEREAS, the **County** desires to fund, in an amount not to exceed \$37,500, the installation of the **project** by the **City**, in accordance with the approved work plan (**Work Plan**) which is attached hereto, in order that the citizens of the **County** may ensure the continued preservation of historic properties within the **County**; and

WHEREAS, the City agrees to indemnify and hold harmless the County of Camden, its agents, servants, and employees from any and all liability relating to the installation of the **project**, together with their ownership and use; and

WHEREAS, by resolution adopted December 17, 2020, the Board of Freeholders of the County of Camden authorized the execution of any necessary contractual documents to implement the recommendations of the Camden County Open Space Preservation Trust Fund Advisory Committee with respect to Round 20 - Historic Preservation funding, now, therefore,

IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. **TERM**

This Agreement shall be for a one (1) year period commencing upon the date of the execution of this Agreement.

2. **CITY'S RESPONSIBILITIES**

The City shall negotiate with contractors for said development and installation of an interactive historical education kiosk and shall provide the County with a copy of all plans and agreements with contractors for said **project** as identified in the **Work Plan**, not less than seven days prior to the commencement of work. Following completion of the work, the City shall submit copies of all invoices from said contractors, and copies of all cancelled checks for said **project** as they relate to the **Work Plan**.

The City may use any funds provided by the County only for the said **project** in accordance with the **Work Plan** attached hereto. The City must make written application to the County for any proposed changes to the approved **Work Plan** and must receive written approval for the proposed changes from the County prior to seeking reimbursement for costs relating to said changes. The City must provide the County with copies of all contracts and other documents identified above which relate to the said **project**.

The City shall provide evidence of the availability of matching funds in the amount of \$9,375.00 (25%) for the tasks listed in the **Work Plan**.

The **City** shall inform the **County** in writing of any circumstances that will delay the completion of the **Work Plan** beyond the term of this Agreement not less than sixty (60) days prior to the expiration of this Agreement.

The **City** may use any funds provided by the **County** only for the purpose stated within the **Work Plan**. The **City** must provide the **County** with copies of all contracts and other documents identified above which relate to said **Work Plan**. A completed Historic Preservation Grant Payment/Reimbursement Request Form (*Attachment I*), must accompany all request(s) for release of funds. No funds will be released unless/until this completed form is received by the **County**.

The **City** shall allow the **County** to place a sign no larger than 18" x 24" on the property, at a mutually agreed to location, which shall identify the Camden County Open Space Preservation Trust Fund as a financial partner in the completion of the project.

3. COUNTY'S RESPONSIBILITIES

Upon receipt of a signed contract(s) for work contained in the **Work Plan**, the **County** shall pay to the **City** the sum of said contract(s), or a percentage thereof, for the purpose of permitting the **City** to complete the project. The amount paid shall not exceed the amount for said work identified in the **City's** application submitted to the **County** for Round 20 - Historic Preservation Funding, nor shall it exceed \$37,500 in the aggregate. Any balance from the original appropriation of funds which remains after all work identified in the **Work Plan** has been completed, shall remain with the **County**.

4. ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

In accordance with N.J.S.A. 40A:65-9, if any party performing a service on behalf of another party or parties to this Agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the Agreement for the work to be performed by a private contractor under such Agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40a: 11-1 et seq.)

5. AUDIT

Pursuant to the Single Audit Act of 1984, the City agrees to permit the County and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

6. RIGHT TO INSPECT

The City shall permit the County or its authorized representative, to make visits to the site during installation in order to: assure the City's compliance with the terms of this Agreement, review project accomplishments, or provide such technical assistance as may be required.

7. INDEMNIFICATION

The City shall indemnify, hold harmless and defend the County, its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with, the restoration work conducted pursuant to this Agreement.

8. INSURANCE

The City shall provide and maintain during the term of this Agreement adequate insurance coverage for the work to be performed pursuant to this Agreement. Said insurance shall include but not be limited to general liability and workers compensation insurance which includes limits which are the same as those procured by the City for other types of activities.

9. NOTICE

All notice hereunder shall be in writing and mailed, postage paid, certified mail, return receipt requested to the County by directing the same to the County Administrator, 16th Floor, 520 Market St., Camden, New Jersey 08102 and to the City by directing the same to the Mayor, City of Camden, at 520 Market Street, Camden, New Jersey 08102.

10. MISCELLANEOUS

The following provisions shall apply to this Agreement:

a. **Construction of this Agreement**

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

b. **Amendments**

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

c. **Headings**

This section and or any other headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this contract.

d. **Invalid Clause**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

e. **Entire Agreement**

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral agreements relating to this undertaking set forth herein.

f. **Assignability**

This Agreement and all rights, duties and obligations contained herein may not be assigned without the County's prior written permission.

g. **Affirmative Action**

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

h. **Funding**

In accordance with the provisions of N.J.S.A. 40A: 11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

i. **Waiver**

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this Agreement.

ATTEST:

COUNTY OF CAMDEN

CLERK, BOARD OF FREEHOLDERS

ROSS G. ANGILELLA
COUNTY ADMINISTRATOR

WITNESS:

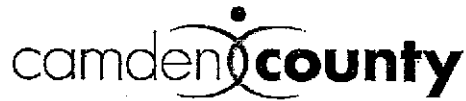
CITY OF CAMDEN

CLERK,
CITY OF CAMDEN

Name:

Title:

(OP-HISTAGRE-CamdenCITY.RD20 (Kiosk))



Making It Better, Together.

OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND

Historical Education Kiosk (Round 20)

Approved Work Plan

- Task #1: Creation of gameshow format history quiz in English and Spanish; Upload to City of Camden website
- Task #2: Quarterly maintenance of software/hardware
- Task #3: Updating/printing of maps, guides and rack cards for distribution in City Hall and 21 City and County historic sites



Making It Better, Together.

Historic Preservation Grant

Payment/Reimbursement Request Form

The following payments/reimbursements are requested relative to the project listed below:

Project Name: _____

Applicant: _____

Funding Round: 20

Matching Fund Amt.: \$ 9,375.00
(if applicable)

Please specify the **Task #**, as identified in the **Approved Work Plan** contained in your **Project Agreement**, for each item for which payment/reimbursement is requested, and documentation included.

Task #	Item (i.e. fencing, field regrading, lighting etc.)	Total Cost	Matching Funds (if applicable)	Reimbursement Requested
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____

Total REIMBURSEMENT Requested

\$ _____

Signature _____

Title _____

Date _____

Print Name _____

RESOLUTION #5

Resolution authorizing Luis Pastoriza, RMC CMR Municipal Clerk and Registrar of the City of Camden to execute a grant agreement with the State in the amount of \$50,000 grant
2020.H003 (by title)

RESOLUTION

**NOT available at time of print on
Thursday, January 28, 2021.**

R-S

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: 2/9/2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Patrice Bassett, Records Manager & Archivist

Department Making Request: Municipal Clerk

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing Luis Pastoriza, RMC CMR Municipal Clerk & Registrar of the City of Camden to execute a grant agreement with the State in the amount of \$50,000 grant 2020.H003

BRIEF DESCRIPTION OF ACTION: The City of Camden desires to further historic preservation through a grant from the New Jersey Historic Trust in the amount of \$50,000 for a Heritage Tourism Interactive Historic Mural at Camden City Hall 2020.H003. This resolution authorizes signatory to said agreement.

BIDDING PROCESS: N.J.S.A. 40A:11-5a(ii) –
Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:


APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*



Waiver Attached for State (DCA) Approval

*Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/14/2021</u>	<u></u>
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____
Received by City Attorney:	_____	_____

(Name) Please Print

(Extension #)

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****



NEW JERSEY
HISTORIC
TRUST

PO Box 457
Trenton, NJ 08625

November 6, 2020

Patrice Bassett
City of Camden
520 Market St Rm 105
Camden, NJ 08101

Re: Grant No. 2020.H003, Camden City Hall

Dear Patrice Bassett:

On behalf of the Board of Trustees of the New Jersey Historic Trust, I congratulate your organization on being recommended for a preservation grant from the Preserve New Jersey Historic Preservation Fund in the amount of \$50,000.

The Garden State Preservation Trust will authorize the awards at its November 17th meeting. The Legislature and Governor must approve the appropriation before the grant funds can be dispersed. We will keep you informed of the legislative progress via email alerts.

The Historic Trust will schedule a mandatory, virtual grantee workshop in January 2021. You will be notified by email when the exact date is scheduled. This workshop will provide you with the information that you need to begin administering your grant.

Until that time, please keep the Trust staff informed about activities regarding your project, including development of any research, planning, design, or construction documents. The Trust should receive copies of all documents related to this project as they become available. You can reach your program officer, Haley McAlpine, at haley.mcalpine@dca.nj.gov.

Again, congratulations on your successful application. We look forward to working with you to preserve New Jersey's historic resources.

Sincerely,

Dorothy P. Guzzo
Executive Director

Preserve New Jersey Historic Preservation Fund Grant Award

Administered by the New Jersey Historic Trust

2020.H003 Camden City Hall

Please **print** and complete the required grant materials, then submit
hardcopies to NJHT no later than March 15, 2021

Mailing Address

(includes US Postal Service):

**New Jersey Historic Trust
P.O. Box 457
Trenton, NJ 08625**

Hand Deliveries

(includes FedEx and UPS) :

**New Jersey Historic Trust
101 South Broad Street, 6th Floor
Trenton, NJ 08608**

Contact NJHT

Phone : (609) 984-0473

Fax : (609) 984-7590

Email : njht@dca.nj.gov

Grant Agreement Check-list

Project #: 2020.H003

Project Name: **Camden City Hall**

Please refer to the project grant number and name (listed above) in all correspondence with the Historic Trust.

Be sure the following items are included with the package. Please note any missing items that will be submitted under separate cover (insurance certificates, board resolutions, etc.). If you have any questions about the required materials, please contact your Program Officer directly.

Must be received

- ☐ This Grant Agreement Checklist with completed items checked off
- ☐ Acceptance Letter with original signature
- ☐ Completed Grant Agreement Information Form and Contact Information sheet
- ☐ Insurance Certificate (with all categories completed by your insurance company and NJHT listed as Additional Insured)
- ☐ Attachment E – Governing Body Resolution (with original signature **and** raised seal)
- ☐ Attachment G - Statement of adequacy of accounting (with original signature)



PO Box 457
Trenton, NJ 08625

January 5, 2021

Patrice Bassett
City of Camden
520 Market St Rm 105
Camden, NJ 08101

Re: Camden City Hall; Grant No. 2020.H003; Grant Award: \$50000.

Dear Ms. Bassett:

A bill appropriating funds from the Preserve New Jersey Historic Preservation Fund to the New Jersey Historic Trust has been introduced in the legislature. After the bill is passed and signed by the Governor, the grant funds awarded in the 2020 grant round will be available for disbursement.

To obtain grant funds, your organization must execute a Grant Agreement with the Historic Trust. The Grant Agreement will define the scope of the project we are funding and the project schedule, as well as, schedules for project reports and reimbursement requests. Once the Agreement is executed, grant funds can be paid.

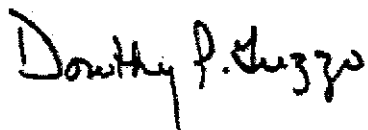
Several items needed to complete the Grant Agreement are enclosed. The New Jersey Historic Trust Board of Trustees has approved matching grant funds for the Scope of Work outlined in Attachment D-1 of the Grant Agreement. The grant Scope of Work, based on the information submitted in your application, will be submitted to you by your Program Officer for your review. In its final form, it will serve as the basis on which all grant payments are made.

Attachments E and G of the Grant Agreement are included. Please have the appropriate individuals sign the documents and return them to the Trust. If you have any questions concerning the Scope of Work or attachments, please call your NJHT Program Officer who will be administering your grant.

It is important to inform the Trust of all new developments that pertain to this project. The program staff should receive copies of all documentation for review and approval **before** proceeding with any work. The Trust must also review the qualifications of all consultants and contractors hired to complete grant-funded documents since your application was submitted.

Please have the duly authorized representative of your organization sign this letter and return it to the Trust. This signature indicates that you have approved the outlined Scope of Work and agreed to abide by the regulations that govern this program.

We look forward to working with you to successfully complete this project.



Dorothy P. Guzzo
Executive Director

Please sign and return original to the Historic Trust with your Grantee Info Packet

Approved and accepted:

Date: _____

Signature: _____

Print Name: _____

Title _____

Organization _____

GRANT AGREEMENT INFORMATION FORM

The following information is required for the Trust to generate your grant agreement.

All fields are required.

Project Number: 2020.H003

Project Name: Camden City Hall

1. **Chief Financial Officer:** _____
2. **Organization's Federal I.D. Number:** _____
3. **NJ START Vendor I.D. Number:** _____
4. If using Federal funds as matching dollars (example: Tea 21 grants), give Catalog of Federal Domestic Assistance (CFDA) Account Number: _____
5. Your **Fiscal Year** ends: (month) _____ (day) _____
6. Your **Accounting Records** use the following system (check appropriate system):
 - ☐ Cash Basis
 - ☐ Accrual Basis
 - ☐ Modified Accrual
 - ☐ Other (explain): _____
7. **Insurance:**
 - a) Request that the NJ Historic Trust be named as additional insured (and reference your project number) on the policy for each Insurance Type listed below. Refer to "Insurance Requirements" in your Grant Manual for the Trust's expectations for insurance. If you checked any boxes labeled "**Self-Insurance**," submit a letter indicating the specific types and levels of self-insurance coverage. In the case of any exemptions, submit a certificate from the New Jersey Commissioner of Banking & Insurance identifying the specific exemption.
 - b) Ask your Insurance Company to submit a copy of your Certificate of Insurance to the Historic Trust. Please check appropriate insurance coverage below:
 - Comprehensive General Liability:
 - ☐ Insurance
 - ☐ Self-Insurance
 - Automobile Liability:
 - ☐ Insurance
 - ☐ Self-Insurance
 - ☐ Organization does NOT own or lease vehicles in its name
 - Workers' Compensation:
 - ☐ Insurance
 - ☐ Self-Insurance
 - ☐ Organization has no paid employees
 - Employers' Liability:
 - ☐ Insurance
 - ☐ Self-Insurance
 - ☐ Organization has no paid employees

CONTACT INFORMATION SHEET

Grant Recipient Organization *(the information below must be consistent with information stated on IRS records)*

Name: _____

Mailing Address: _____

Day Telephone: _____

Fax: _____

Email: _____

Project Contact *(this is the person who will manage the grant and be first contact with the Historic Trust)*

Name: _____

Mailing Address: _____

Day Telephone: _____

Fax: _____

Email: _____

Project Name: **Camden City Hall**
Project Number: **2020.H003**

ATTACHMENT E

**PRESERVE NEW JERSEY HISTORIC PRESERVATION FUND
ADMINISTERED BY THE NEW JERSEY HISTORIC TRUST**

GOVERNING BODY / BOARD RESOLUTION

The governing body/board of **City of Camden** desires to further historic preservation through a grant from the New Jersey Historic Trust, State of New Jersey in the amount of **\$50000.** for the following project Camden City Hall.

Therefore, the governing body authorizes _____ (Insert Name and Title of Authorized Signatory) to execute a grant agreement with the State in an amount up to that awarded for the proposed project, and to seal the grant agreement.

Introduced and passed _____, 2021

Ayes: _____

Noes: _____

Absent: _____

Approved:

(Signature of Mayor, Freeholder Director, or Board Chairperson)

Title: _____

Attested: _____
(Signature of Municipal or County Clerk, Board Secretary, or Notary Public)



Insert raised government, corporate or notary seal

Project Name: Camden City Hall
Project Number: 2020.H003

ATTACHMENT G

A GRANT AGREEMENT BETWEEN STATE OF NEW JERSEY NEW JERSEY HISTORIC TRUST AND

City of Camden (Grantee)

2020.H003 (Project Number)

STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM

I am the _____ (Insert Title of Chief Financial Officer or Treasurer) of
City of Camden (Grantee) and, in this capacity, I will be responsible for establishing and
maintaining the financial statements for Grant Number 2020.H003.

The accounting system that will be established and maintained for the purpose of this proposed
contract/ grant will be adequate to:

1. Provide for accurate identification of the receipts and expenditures for items to be reimbursed
by the New Jersey Historic Trust;
2. Provide for documentation supporting each book entry, filed in such a way that it can be
easily located;
3. Provide accurate and current financial reporting information;
4. Be integrated with a strong system of internal controls and;
5. Will conform to any and all requirements or guidelines that the New Jersey Historic Trust
may issue including Section VIII and Section XI of the Grant Agreement.

Signature of Chief Financial Officer / Treasurer

Name (Print or Type)

Date

R-6

MBS:dh
02-09-20

**RESOLUTION AUTHORIZING A FISCAL YEAR 2021
TAX AGREEMENT BETWEEN THE CITY OF CAMDEN
AND SOUTH JERSEY PORT CORPORATION**

WHEREAS, the City of Camden desires to enter into a Tax Agreement with the South Jersey Port Corporation for fiscal year 2021; and

WHEREAS, the South Jersey Port Corporation has agreed to pay the City of Camden Four Million Dollars (\$4,000,000.00) for fiscal year 2021 as a payment in lieu of taxes pursuant to N.J.S.A. 12:11A-1 et seq.; and

WHEREAS, it is in the best interest of the City of Camden to enter into a Tax Agreement with South Jersey Port Corporation; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that it hereby authorizes the proper officials of the City of Camden to enter into a Tax Agreement with the South Jersey Port Corporation for fiscal year 2021, for the amount of Four Million Dollars (\$4,000,000.00).

BE IT FURTHER RESOLVED, that the City of Camden is authorized to accept Four Million Dollars (\$4,000,000.00) from the South Jersey Port Corporation pursuant to the within Tax Agreement.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.

MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: February 9, 2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Michelle Banks-Spearman, City Attorney

Department Making Request: Law Department

TITLE OF RESOLUTION:

RESOLUTION AUTHORIZING THE EXECUTION OF A PILOT AGREEMENT BETWEEN THE CITY OF CAMDEN AND SOUTH JERSEY PORT CORPORATION

BRIEF DESCRIPTION OF ACTION:

This resolution is necessary to have the proper officials execute the PILOT Agreement with South Jersey Port Corporation for the PILOT payment of (\$4,000,000.00) for fiscal year 2021.

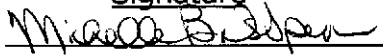
APPROPRIATION ACCOUNT TO BE CHARGED: N/A

AMOUNT OF PROPOSED CONTRACT: N/A



Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "D"** - Contract Request, **Form "E"** - Creation/Extension of Services, **Form "G"** - Grant Approval, **Form "H"** - Bond Ordinance or Contract Request, **Form "I"** - "Best Price Insurance Contracting" Model Ordinance

	<u>Date</u>	<u>Signature</u>
Approved by City Attorney:	1/28/21	
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF - Certifications of Availability of Funds	_____	_____
Approved by Business Administrator:	_____	_____

(Name) Please Print

(Extension #)

Prepared By: Dionne Giles X7185

Contact Person: _____

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

Municipality	City of Camden
--------------	----------------

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Date _____

*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Officer affirms that there is adequate funding available for this personnel action.

_____Funding Source for this action

Chief Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

Certifying Officer

Date_____

For LGS use only:

☐ Approved

☐ Denied

Director or Designee,
Division of Local Government Services

Date_____

Number Assigned_____

FISCAL YEAR 2021 TAX AGREEMENT

BETWEEN

CITY OF CAMDEN, NEW JERSEY

AND

SOUTH JERSEY PORT CORPORATION

THIS TAX AGREEMENT (hereinafter referred to as the "Tax Agreement") made this day of _____, 2020 by and between the **CITY OF CAMDEN**, a body corporate and politic of the State of New Jersey (hereinafter referred to as the "City") and the **SOUTH JERSEY PORT CORPORATION** (hereinafter referred to as the "Port Corporation").

WITNESSETH:

WHEREAS, pursuant to Chapter Sixty of the Laws of 1968 of the State of New Jersey, as amended (hereinafter referred to as the "Act"), the State of New Jersey ("State") granted the Port Corporation full power and authority to purchase, construct, lease and operate marine terminals within the South Jersey Port District, which includes the City; and

WHEREAS, the Port Corporation has, and will in the future, enter into various agreements, whereby they have, and will in the future, acquire title to real property within the City in furtherance of said purpose and in exercise of its powers; and

WHEREAS, the exercise of the power granted to the Port Corporation will be, in all respects, for the benefit of the people of the State of New Jersey; and

WHEREAS, the Fiscal Year 2020 Tax Agreement between the Port Corporation and the City expired on June 30, 2020; and

WHEREAS, the City's fiscal year 2021 begins July 1, 2020 and ends June 30, 2021; and

WHEREAS, the City and the Port Corporation wish to provide for a 2021 Tax

Agreement based on the City's fiscal year; and

WHEREAS, the parties to this Tax Agreement have agreed to a fair and reasonable sum in order to compensate the City of said loss of tax revenues and enable it to provide for services to its citizens.

NOW, THEREFORE, THE PARTIES HERETO FOR THEMSELVES, THEIR SUCCESSORS AND ASSIGNS MUTUALLY UNDERTAKE, COVENANT AND AGREE AS FOLLOWS:

Section 1. The Port Corporation agrees to pay to the City for the fiscal year 2021 the sum of \$4,000,000 (the "Pilot Payment") and the City hereby agrees to accept the Pilot Payment pursuant to the Act, said sum in lieu of any and all City taxes and assessments on all property now owned or hereafter acquired by the Port Corporation during the term of this Agreement.

Section 2. The above Pilot Payment shall be paid not later than May 1, 2021.

Section 3. In consideration of Port Corporation's making the above \$4,000,000 Pilot Payment for the fiscal year 2021, City hereby agrees to release the Port Corporation and waive City's rights to collect from Port Corporation any tax payments through and including June 30, 2021. Notwithstanding the above release, if the State of New Jersey decides to fund through appropriations any prior year(s)' payment in lieu of taxes, then the Port will cooperate to pay such amount consistent with a Tax Agreement which will be negotiated at that time.

Section 4. City hereby agrees and acknowledges that the payment by Port Corporation of the Pilot Payment for the year(s) covered by this agreement is subject to and conditioned upon an appropriation from the Legislature of the State of New Jersey and transmittal of such funds to SJPC and further that no liability shall occur to Port Corporation if such appropriation shall not be made or such funds transmitted to SJPC.

Section 5. The above payment shall be devoted by the City solely to such purpose to which taxes may be applied, unless and until otherwise directed by the Laws of the State of New Jersey. Payments shall be made payable to the Treasurer of the City of Camden and checks shall be made payable to his order.

Section 6. During the term of this Tax Agreement from the date of acquisition of each particular parcel by the Port Corporation, and for so long thereafter as the Port Corporation shall own real property, the City shall mark the said property exempt on its tax records with a notation that such entry is made pursuant to this Tax Agreement.

Section 7. The Port Corporation shall establish and maintain a special fund called the "South Jersey Port Corporation Tax Reserve Fund," hereinafter referred to as "Fund" in which there shall be deposited: (a) monies appropriated therefore by the State, as described in Section 8 below; (b) proceeds of bonds or notes required to be deposited therein by the terms of any contract between the Port Corporation and the bondholders or note holders; and (c) other monies deposited therein by the Port Corporation. Monies in the Fund shall be held and applied solely to the payment of tax payments which the Port Corporation is obligated to pay as the same become due and payable and shall not be withdrawn therefrom if such withdrawal would reduce the amount in such fund to less than the Property Tax Reserve, as defined in Section 20(b) of the Act.

Section 8. The obligations of the Port Corporation to make any tax payments from its funds or monies (other than from monies in the Fund) shall be at all times subject to prior use and application of funds and monies of the Port Corporation to provide for its operating and maintenance expenses and reserve therefore and for the payment of principal, interest and retirement of bonds and reserves and securities therefore as provided in any contract with holders

of its bonds, pursuant to the Act.

Section 9. To assure the provision of the payment of the monies hereunder and funding of the Property Tax Reserve, the Chairman of the **PORT CORPORATION** shall annually make and deliver to the Governor, his certification stating the sum, if any, needed to provide in said fund the amount of the property tax reserve as of said date. The **PORT CORPORATION** shall not be required to make payments and no interest shall accrue under the within agreement until 30 days from the time as there has been annually appropriated and paid to the corporation for deposit in the property tax reserve fund such sums as certified by the Chairman of the **PORT CORPORATION** pursuant to N.J.S.A. 12:11A-20b; or unless funds otherwise have been deposited in said property tax reserve fund as provided by statute and referred to above; or unless the **PORT CORPORATION** otherwise has funds available from the profits of its business operations, defined as net proceeds remaining after operating expenses and the other priority obligations under the act and bond resolutions have been met.

Section 10. The term of this Tax Agreement shall be for the period commencing July 1, 2020 and terminating June 30, 2021.

Section 11. It is expressly understood and agreed between the City and the Port Corporation that, by the execution of this Tax Agreement and receipt of the sums provided for herein, the obligations of the Port Corporation and the City pursuant to Section 20(b) of the Act, N.J.S.A. 12:11A-20(b), relating to the issuance of bonds or notes of the Port Corporation, are hereby satisfied for the period through June 30, 2021.

Section 12. In the event that any of the property currently owned by the Port Corporation is conveyed during the term of this Tax Agreement by the Port Corporation to a non-exempt owner or to the State, or an agency thereof, the United States Government or any

agency thereof, or to the Delaware River Port Authority, the amount to be paid under this Tax Agreement by the Port Corporation shall be reduced. The amount of such reduction shall be the same percentage that the value of the property so conveyed is as to the total value of all the property, based on the present assessment for that premises, applied to the annual payment. In the event that the parties cannot agree as to the percentage of value, said percentage shall be determined by the average of two appraisals, both of which shall be made by members of the Appraisal Institute. Each party shall be entitled to select on M.A.I. appraiser and each party shall pay the appraiser selected by it.

Section 13. In consideration for the Pilot Payments, City hereby further agrees to discharge of record all outstanding tax liens or judgments which accrued during the Port Corporation's ownership of any property.

Section 14. Neither the members of the Port Corporation nor any individual officer or official of the Port Corporation or the City, nor any agent or employee of either of the parties hereto shall be charged personally by any of the others with any liability, nor held liable to either of the parties hereto under any terms, provisions or sections of this Tax Agreement, or because of its execution, attempted execution of any breach hereof.

Section 15. This Tax Agreement constitutes the entire agreement among the parties for the 2021 Fiscal Year. It is expressly understood and agreed that this Tax Agreement may not be altered, amended, modified, or otherwise changed in any respect or particular whatsoever except in writing duly executed by the authorized representative of the party or parties to be charged.

Section 16. This Tax Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey. In the event any section or provision of this Tax Agreement, or the application of any such sections or provision, shall be held by a tribunal of

competent jurisdiction to be contrary to law, the remaining sections or provisions of this Tax Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representative as of the date and year first written above.

Attest:

CITY OF CAMDEN, NEW JERSEY

[SEAL]

By:

Attest:

SOUTH JERSEY PORT CORPORATION



[SEAL]



By: **ANDREW SAPORITO**
EXECUTIVE DIRECTOR and CEO

MBS:dh
02-09-21

R-7

**RESOLUTION AUTHORIZING ACCEPTANCE OF A MAINTENANCE
CONTRIBUTION FROM THE CAMDEN WATERFRONT CONDOMINIUM
ASSOCIATION ("ASSOCIATION") FOR THE MAINTENANCE OF THE
RCA PIER PARK**

WHEREAS, Camden Waterfront Condominium Association will contribute Forty-Four Thousand Dollars (\$44,000.00) for the calendar year 2020, towards the first class level maintenance of the RCA Pier Park located along the Camden Waterfront; and

WHEREAS, the City of Camden desires to utilize said monies for that purpose; and

WHEREAS, the City Council of the City of Camden has determined that it is in the best interest of the City of Camden to accept said maintenance contribution; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper City officials of the City of Camden are authorized to accept the maintenance contribution letter of agreement to maintain the Park from the Camden Waterfront Condominium Association.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: January 12, 2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Michelle Banks-Spearman, City Attorney

Department Making Request: Office of the City Attorney

TITLE OF ORDINANCE OR RESOLUTION:

RESOLUTION AUTHORIZING THE ACCEPTANCE OF A MAINTENANCE CONTRIBUTION FROM THE CAMDEN WATERFRONT CONDOMINIUM ASSOCIATION ("ASSOCIATION") FOR THE MAINTENANCE OF THE RCA PIER PARK

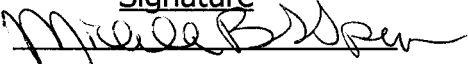

BRIEF DESCRIPTION OF ACTION:

This resolution is necessary to accept the Camden Waterfront Condominium Association's contribution towards the maintenance of the RCA Pier Park located along the Camden Waterfront and to authorize the proper officers to sign the attached form of letter acknowledging the City's acceptance of the contributions subject to the terms set forth in the letter. The Association's contributions shall be made on a quarterly basis of \$11,000 in (March, June, September and December) based on an annual cost of \$44,000 for the calendar year.

APPROPRIATION ACCOUNT TO BE CHARGED:

AMOUNT OF PROPOSED CONTRACT:

☒ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "D"** - Contract Request, **Form "E"** - Creation/Extension of Services, **Form "G"** - Grant Approval, **Form "H"** - Bond Ordinance or Contract Request, **Form "I"**, "Best Price Insurance Contracting" Model Ordinance

	Date	Signature
Approved by City Attorney:	<u>1/8/2021</u>	
Approved by Grants Management:	_____	_____
		(If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds		
Approved by Business Administrator:	<u>1-12-21</u>	

(Name) Please Print	(Extension #)
Prepared By: <u>Dionne Giles</u>	<u>X7185</u>
Contact Person: <u>Michelle Banks-Spearman, City Attorney</u>	<u>X7170</u>

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM

2.9.21
R-

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	Camden
--------------	--------


Professional Service or EUS Type	Maintenance Agreement
Name of Vendor	Camden Waterfront Condominium Association
Purpose or Need for service:	Contribution towards the maintenance of the RCA Pier Park in front the American Water Building (City owned park)
Contract Award Amount	
Term of Contract	1 year
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	
Were other proposals received? If so, please attach the names and amounts for each proposal received?	

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature*

Date _____


Business Administrator/Manager Signature

Date 1.12.21

*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Officer affirms that there is adequate funding available for this personnel action.

_____Funding Source for this action

Chief Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

Certifying Officer

Date_____

For LGS use only:

☐ Approved

☐ Denied

Date_____

Director or Designee,
Division of Local Government Services

Number Assigned_____

Michelle Spearman

From: Kevin Sheehan <ksheehan@parkermccay.com>
Sent: Monday, December 21, 2020 3:36 PM
To: Michelle Spearman
Cc: Joe Myers; Borzi, Jennifer
Subject: RCA Pier Park Maintenance
Attachments: CPT - Condo Association Matters - Letter from City of Camden re Park Maintenance 4827-8628-9621 v.1.docx

Michelle.

The Waterfront Condo Association has agreed to help fund the cost of maintaining the RCA Pier Park. However, since it does not own the park, it wants the attached letter to be provided indicating that that it has no other responsibility for the park. Please review the letter and if acceptable, put on City letterhead and emailed to Jen Borzi at: Borzi, Jennifer jennifer.borzi@nfiindustries.com

If you have any questions, please contact me.

Kevin D. Sheehan, Esquire

O: 856-985-4020
C: 609-685-5473
ksheehan@parkermccay.com
www.parkermccay.com

PARKER McCAY P.A.

TRIAD 1828 CENTRE
2 Cooper Street, Suite 1901
Camden, NJ 08102

Mailing Address:

PO Box 2096
Camden, NJ 08101

This e-mail message from the law firm of Parker McCay P.A. is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply e-mail and destroy all copies of the original message.

[ON CITY LETTERHEAD]

December [], 2020

SENT VIA E-MAIL

Camden Waterfront Condominium Association
c/o Blue Eagle Property Management, LLC
2 Cooper Street, 10th Floor
Camden, NJ 08102

RE: Maintenance contributions for park along the Camden Waterfront

Dear Camden Waterfront Condominium Association ("Association"):

The City of Camden ("City") would like to take this opportunity to thank the Association for agreeing to make contributions toward the annual costs required to maintain the City-owned park located in front of the American Water Building (the "Park"). In connection with the contributions, the City expressly acknowledges and agrees that continued contributions from the Association shall remain contingent upon and subject to the following conditions:

1. The Association's contributions shall be made on a quarterly basis (March, June, September, and December) based on an annualized cost of \$44,000.00 for the calendar year 2020.
2. The City shall use the contributed funds to maintain the Park a first class level. If the maintenance has not been performed in a manner satisfactory to the Association, in its sole judgment, the Association withhold the contributions.
3. Funding shall not bind or otherwise result in any other Association obligations or liabilities relating to Park maintenance or operations.
4. To the fullest extent permitted by law, the City, its successors and assigns, shall indemnify, defend and hold harmless the Association, its members, officers, managers, employees, agents, affiliates, successors and assigns (collectively, the "Indemnified Party") from and against any and all claims, demands, damages, actions or causes of action by any party, together with any losses, costs and expenses in connection therewith or related thereto, including but not limited to attorneys' fees and costs of suit, for bodily injuries, death, or property damage arising in or in any manner growing out of the work performed, or to be performed for the maintenance of the Park, or any violation of any ordinance, regulation, rule of law of any political subdivision or duly constituted public authority. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to the Association or person described in this paragraph.

Thank you for your attention to these matters.

CITY OF CAMDEN

By:
Title:

RESOLUTION #8

Resolution authorizing the settlement of litigation (by title)

RESOLUTION

**NOT available at time of print on
Thursday, January 28, 2021.**

MBS:dh
02-09-21

R-9

**RESOLUTION AUTHORIZING A CONTRACT FOR PROFESSIONAL SERVICES TO
BROWN & CONNERY, LLP FOR LABOR & EMPLOYMENT LEGAL SERVICES
IN THE AMOUNT OF \$100,000.00 UNDER RFP #20-19**

WHEREAS, there exists a need to provide professional legal services to the City of Camden for labor & employment legal services; and

WHEREAS, pursuant to a Request for Proposal, a proposal was submitted by Brown & Connery, LLP, 360 Haddon Avenue, Westmont, NJ 08108 at the rate of \$160/hour for an amount not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) for a period of one year; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the temporary budget of the City of Camden under line item(s) "0-01-425-906", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that the proper officers of the City of Camden are hereby authorized to execute a contract with Brown & Connery, LLP, 360 Haddon Avenue, Westmont, NJ 08108 for an amount of ONE HUNDRED THOUSAND DOLLARS (\$100,000.00) to provide general legal services, according to Public Contracts Law, P.L. 1971, Chapter 198, and that the Mayor and the City Clerk shall execute said contract on behalf of the City of Camden.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2021

TO: City Council

FROM: Jason J. Asuncion, Esq., Business Administrator

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing a Contract for Professional Services to Brown & Connery, LLP for Labor & Employment Legal Services in the amount of \$100,000.00.

BRIEF DESCRIPTION: Special Counsel is needed to provide professional legal services to the City of Camden for Labor & Employment to supplement legal resources.

BIDDING PROCESS: RFP - # 20-19

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

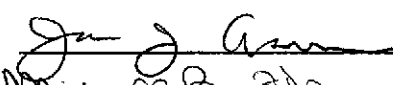

APPROPRIATION ACCOUNT(S): (If applicable) - 1-01- 425-906

AMOUNT: (If applicable) \$100,000.00



Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I" - "Best Price Insurance Contracting" Model Ordinance

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds		(If applicable)
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	1-22-21	
Received by City Attorney:	1/27/21	

(Name) Please Print

(Extension #)

Prepared By: _____

Contact Person: _____

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

*****Please attach all supporting documents*****

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	City of Camden
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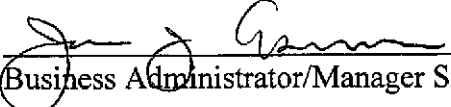
Professional Service or EUS Type	Professional Services
Name of Vendor	Brown & Connery
Purpose or Need for service:	Special Counsel - Labor & Employment Legal Services
Contract Award Amount	\$100,000
Term of Contract	1 Year
Temporary or Seasonal	N/A
Grant Funded (attach appropriate documentation allowing for service through grant funds)	No
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	RFP - #20-19
Were other proposals received? If so, please attach the names and amounts for each proposal received?	Yes

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature*

Date _____



Business Administrator/Manager Signature

Date 1-22-21

*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

The Chief Financial Officer affirms that there is adequate funding available for this personnel action.

_____ Funding Source for this action

Chief Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

Certifying Officer

Date_____

For LGS use only:

☐ Approved

☐ Denied

Date_____

Director or Designee,
Division of Local Government Services

Number Assigned_____

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

REQUISITION

NO.

C2100103

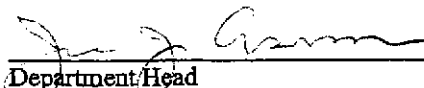
S
H
I
P
T
ODEPT OF ADMINISTRATION
520 MARKET ST, ROOM 409
P O BOX 95120
CAMDEN, NJ 08101ORDER DATE: 01/22/21
DELIVERY DATE:
STATE CONTRACT:
F.O.B. TERMS:V
E
N
D
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R

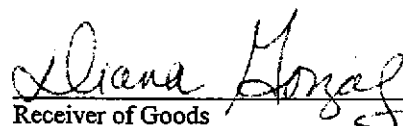
VENDOR #: BRO81

BROWN & CONNERY LLP
360 HADDON AVENUE
PO BOX 539
WESTMONT, NJ 08108

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00 EA	Brown & Connery, LLP Contract Special Counsel - Labor & Employment RFP#: 20-19 Contract #: Not to Exceed - \$100k	1-01- -425-906	25,000.0000	25,000.00
			TOTAL	25,000.00

Approved:

I hereby certify that the work or supplies specified are
necessary for the proper transaction of the business of this
bureau or office.

Department Head Date 1-22-21

Receiver of Goods Date 1-22-21**THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU**

TASW

CITY OF CAMDEN
BUREAU OF PURCHASING
CITY HALL – ROOM 213
P.O. BOX 95120
CAMDEN, NEW JERSEY 08010-5120
856-784-3037
856-541-9668 (FAX)

RFP RESULTS

RFP #20-19 SPECIAL COUNSEL – LABOR & EMPLOYMENT

RFP OPENED TUESDAY, NOVEMBER 24, 2020 @ 11:00 AM

VENDOR
MARMERO LAW, LLC WOODBURY, NJ
BROWN & CONNERY, LLP WESTMONT, NJ
WEIR & PARTNERS, LLP CHERRY HILL, NJ
ERIC & BERNSTEIN & ASSOCIATES, LLC WARREN, NJ

Results are for information purpose **only**.
lc

R-10

MBS:dh
02-09-21

**RESOLUTION AUTHORIZING THE RE-APPOINTMENT OF
JASON J. ASUNCION, BUSINESS ADMINISTRATOR AS A COMMISSIONER
TO THE MUNICIPAL INSURANCE FUND COMMISSION**

WHEREAS, the City of Camden is required to maintain an Municipal Insurance Fund Commission; and

WHEREAS, the statutes of the State of New Jersey specifically N.J.S.A. 40A:10-8 provides for the appointment of Commissioners to the Municipal Insurance Fund Commission by the Mayor with the advice and consent of City Council; and


WHEREAS, the Mayor of the City of Camden has re-appointed by communication to the governing body, to wit: Jason J. Asuncion, as a Municipal Insurance Fund Commissioner; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that pursuant to N.J.S.A. 40A:10-8 the governing body does consent to the re-appointment of Jason J. Asuncion, as a Commissioner of the Municipal Insurance Fund Commission for a two (2) year term as provided by law.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2021

TO: City Council

FROM: Jason J. Asuncion, Esq., Business Administrator

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Resolution providing advice and consent to re-appoint Jason J. Asuncion, Esq., Business Administrator as a member to the Municipal Insurance Commission for a two (2) year term.

BRIEF DESCRIPTION OF ACTION:

Pursuant to N.J.S.A. 40A:10-6 et seq. and City Code Chapter 70, this action would authorize the re-appointment of Jason J. Asuncion, Esq. to serve on the Municipal Insurance Commission for a two (2) year term.

BIDDING PROCESS:

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*



Waiver Attached for State (DCA) Approval

Contracts for Services, Grant Applications/Awards, License Agreements, etc.

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
		(If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	1/21/21	Jason J. Asuncion
Received by City Attorney:	1/27/21	Middleton

(Name) Please Print

(Extension #)

Prepared By: Diana Gonzalez

ext. 7150

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

*****Please attach all supporting documents*****

MBS:dh
02-09-21

R-11

**RESOLUTION AUTHORIZING THE RE-APPOINTMENT OF KEITH L. WALKER,
DIRECTOR OF PUBLIC WORKS AS A COMMISSIONER TO THE
MUNICIPAL INSURANCE FUND COMMISSION**

WHEREAS, the City of Camden is required to maintain an Municipal Insurance Fund Commission; and

WHEREAS, the statutes of the State of New Jersey specifically N.J.S.A. 40A:10-8 provides for the appointment of Commissioners to the Municipal Insurance Fund Commission by the Mayor with the advice and consent of City Council; and


WHEREAS, the Mayor of the City of Camden has reappointed by communication to the governing body, to wit: Keith L. Walker, as a Municipal Insurance Fund Commissioner; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, that pursuant to N.J.S.A. 40A:10-8 the governing body does consent to the re-appointment of Keith L. Walker, as a Commissioner of the Municipal Insurance Fund Commission for a term of two years as provided by law.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2021

TO: City Council

FROM: Jason J. Asuncion, Esq., Business Administrator

Department Making Request: Administration

TITLE OF RESOLUTION/ORDINANCE: Resolution providing advice and consent to re-appoint Keith L. Walker, Director of Public Works as a Commissioner to the Municipal Insurance Fund Commission.

BRIEF DESCRIPTION: This action would authorize the re-appointment of Keith L. Walker to serve as a Commissioner on the Municipal Insurance Fund Commission for a two (2) year term.

BIDDING PROCESS:

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): *(If applicable)*

AMOUNT: *(If applicable)*



Waiver Request Form Attached for State DCA/DLGS Approval - *(If applicable)*

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	_____	_____
Approved by Grants Management:	_____	_____
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF - Certifications of Availability of Funds	_____	(If applicable)
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	1/21/21	Jason J. Asuncion
Received by City Attorney:	_____	_____

(Name) Please Print

(Extension #)

Prepared By: _____

Contact Person: _____

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

RESOLUTION #12

Resolution authorizing a contract to Brown & Connery, LLP for
General Litigation (by title)

RESOLUTION

**NOT available at time of print on
Thursday, January 28, 2021.**

R-13

MBS:dh
02-09-21

**RESOLUTION APPROVING THE RELEASE OF PERFORMANCE GUARANTY IN
THE AMOUNT OF \$442,123.20 TO BRANCH VILLAGE ASSOCIATES, LLC-PHASE 3,
NORTHEAST FERRY AND 9TH STREET, BLOCK 551, LOT 1**

WHEREAS, a request has been received by the City of Camden ("City") from Branch Village Associates, LLC the developer for the project known as Phase 3, Northeast Ferry & 9th Street (Block 551, Lot 1), seeking the respective release of the amount required to be posted under the Performance Guaranty in the amount of \$442,123.20; and

WHEREAS, the project at, Northeast Ferry & 9th Street- Phase 3 (Block 551, Lot 1) is completed and has requested the City of Camden to release Branch Village Associates, LLC guarantees under said Performance and Maintenance Guaranties; and

WHEREAS, the City Planning Board's Engineer, Remington & Vernick Engineers (R&V"), has reviewed the developer's request. As detailed in its December 9, 2020 letter to the City, after R&V's inspection of the Project it recommends: (1) the release of \$442,123.20 of the original amount required to be posted by Branch Village Associates, LLC under its Performance Guaranty, contingent upon the payment of all outstanding R&V vouchers; and (2) the activation of the Maintenance Guarantee in the amount of \$66,318.48, representing 15% of the construction cost amount to be held for a period of two (2) years; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that, for all the reasons set forth above, the authorized City of Camden officials are hereby authorized and directed to release **Four Hundred Forty-Two Thousand One Hundred Twenty-Three Dollars and Twenty Cents (\$442,123.20)** of the original amount required to be posted by Branch Village Associates, LLC under its Performance Guaranty; and the activation of the Maintenance Guarantee in the amount of \$66,318.48, representing 15% of the construction cost amount to be held for a period of two (2) years.

BE IT FURTHER RESOLVED that the above release of Performance Guaranty is contingent upon the payment of all outstanding Remington & Vernick Engineers vouchers, as provided under said Performance Guaranty.

BE IT FURTHER RESOLVED that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2020

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the release of a performance guarantee; Public Facilities in the amount of \$442,123.20 for Branch Village Associates, LLC – Phase 3, Northeast Ferry and 9th St., Blk: 551; Lot: 1

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve the release of a performance guarantee; public facilities with the condition of a posting of a Public Facilities guarantee in the amount of \$66,318.48 for a 2 year period and payment of all R&V and attorney invoices.

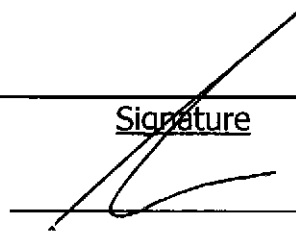
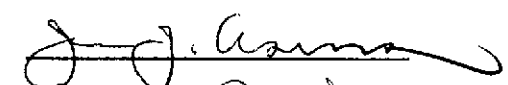

BIDDING PROCESS:N/A

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$442,123.20

☐ **Waiver Attached for State (DCA) Approval**
*Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/3/21</u>	
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>1-19-21</u>	
Received by City Attorney:	<u>1/28/21</u>	

(Name) Please Print

(Extension #)

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****

Prepared By: _____
Contact Person: _____

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******



REMINGTON
& VERNICK
ENGINEERS

51 Haddonfield Road, Suite 260
Cherry Hill, NJ 08002
O: (856) 795-9595
F: (856) 795-1882

December 9, 2020

Dr. Edward Williams, PP, AICP
Department of Planning & Development
City of Camden
Room 420, City Hall
Camden, NJ 08101

Re: City of Camden
Branch Village Associates, LLC - Phase 3
Northeast Ferry and 9th Street
Blk. 551, Lot 1
Performance Guarantee Release
Our File #04-08-I-857

Dear Dr. Williams:

At the request of the applicant, our office has conducted an inspection to the above-referenced project. Based upon our investigation, we recommend the release of the following Performance Guarantees; Public Facilities established in the amount of **\$442,123.20**.

Prior to these releases, they are required to post a Public Facilities Maintenance Guarantee in the amount of **\$66,318.48**, this amount represents 15% of the total to be held for a period of two (2) years.

Please note this release reflects the latest revisions to the New Jersey Municipal Land Use Law for the Public Facilities Performance Management Guarantees.

All remaining escrows shall not be released until all on-site, non-bonded improvements have been completed and approved. If you should have any questions, please contact Steven D. Fini, Regional Field Supervisor at 856-795-9595.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

Lenny Cinaglia, MBA, CEFM
Associate, Department Head Municipal CM/CI

Dena M. Johnson, P.E., C.M.E.

LC:DMJ:sdf

cc: Orion Joyner, PE, CME, Senior Municipal Engineer
Angela Miller, Planning Board Secretary
Luis Pastoriza, M.S.M, R.M.C., C.M.R
Branch Townhomes II Urban Renewal, LLC, 3 East Stow Road, Suite 100, Marlton, NJ 08053

R-14

MBS:dh
02-09-21

RESOLUTION APPROVING THE RELEASE OF PERFORMANCE GUARANTY IN THE AMOUNT OF \$87,129.00, LANDSCAPE BUFFER ESTABLISHED IN THE AMOUNT OF \$4,800.00 AND THE SAFETY AND STABILIZATION BOND ESTABLISHED IN THE AMOUNT OF \$10,361.46 FOR MILLER FABRICATORS, INC., 1135 MT. EPHRAIM AVENUE, BLOCK 399, LOTS 46, 54, 58-60, 65, 69-70, 108, 112 & 113

WHEREAS, a request has been received by the City of Camden ("City") from Miller Fabricators, Inc. the developer for the project known as 1135 Mt. Ephraim Avenue (Block 399, Lots 46, 54, 58-60, 65, 69-70, 108, 112 & 113) seeking the respective release of the amount required to be posted under the Performance Guaranty in the amount of \$87,129.00, landscape buffer in the amount of \$4,800.00, the safety and stabilization bond established in the amount of \$10,361.46; and

WHEREAS, the project at 1135 Mt. Ephraim Avenue (Block 399, Lots 46, 54, 58-60, 65, 69-70, 108, 112 & 113) is completed and has requested the City of Camden to release Miller Fabricators, Inc. guarantees under said Performance and Maintenance Guaranties for the landscape buffer and safety and stabilization bonds with the condition of a posting of a Public Facilities guarantee; and

WHEREAS, the City Planning Board's Engineer, Remington & Vernick Engineers (R&V), has reviewed the developer's request. As detailed in its December 8, 2020 letter to the City, after R&V's inspection of the Project it recommends: (1) the release of \$87,129.00 of the original amount required to be posted by Miller Fabricators, Inc. under its Performance Guaranty, contingent upon the payment of all outstanding R&V vouchers; and (2) prior to these releases, they are required to post a Public Facilities Maintenance Guarantee in the amount of \$13,069.39, and a Landscape Buffer Maintenance Guarantee in the amount of \$720.00 representing 15% of the construction cost amount to be held for a period of two (2) years; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that, for all the reasons set forth above, the authorized City of Camden officials are hereby authorized and directed to release **Eighty-Seven Thousand One Hundred Twenty-Nine Dollars (\$87,129.00)** of the original amount required to be posted by Miller Fabricators, Inc. under its Performance Guaranty; and the activation of the Maintenance Guarantee contingent upon the payment of all outstanding R&V vouchers prior to these releases, they are required to post a Public Facilities Maintenance Guarantee in the amount of \$13,069.39, and a Landscape Buffer Maintenance Guarantee in the amount of \$720.00, representing 15% of the construction cost amount to be held for a period of two (2) years.

BE IT FURTHER RESOLVED that the above release of Performance Guaranty is contingent upon the payment of all outstanding Remington & Vernick Engineers vouchers, as provided under said Performance Guaranty.

BE IT FURTHER RESOLVED that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2020

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the release of a performance guarantee in the amount of \$87,129.00, Landscape Buffer in the amount of \$4,800.00, and a Safety and Stabilization Bond in the amount of \$10,361.46 for Miller Fabricators, Inc., 1135 Mt. Ephraim Ave., Blk: 399, Lots: 46,54,58-60, 65,69-70, 108, 112 & 113.

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve the release of a performance guarantee, landscape buffer and safety and stabilization bonds for Miller Fabricators, Inc. with the condition of a posting of a Public Facilities guarantee in the amount of \$13,069.35 and a Landscape Buffer Maintenance Guarantee in the amount of \$720.00 for a 2 year period and payment of all R&V and attorney invoices.

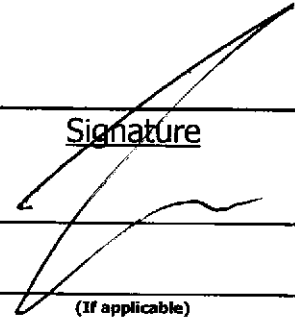
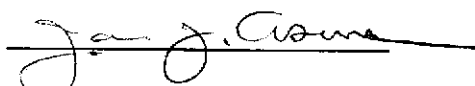
BIDDING PROCESS:N/A

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$87,129.00; \$4,800.00; and \$10,361.46

☐ **Waiver Attached for State (DCA) Approval**
*Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	1-21-20	
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	1.12.21	

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****

Mr. R. B. B. B.

(Extension #)

******Please attach all supporting documents******



REMINGTON
& VERNICK
ENGINEERS

51 Haddonfield Road, Suite 260
Cherry Hill, NJ 08002
O: (856) 795-9595
F: (856) 795-1882

December 8, 2020

Dr. Edward Williams, PP, AICP
Department of Planning & Development
City of Camden
Room 420, City Hall
Camden, NJ 08101

Re: City of Camden
Miller Fabricators, Inc.
1135 Mt. Ephraim Ave.
Blk.399, Lots 46,54,58-60,65,69-70,108,112 & 113
Performance Guarantee Release
Our File #04-08-I-873

Dear Dr. Williams:

At the request of the applicant, our office has conducted an inspection to the above-referenced project. Based upon our investigation, we recommend the release of the following Performance Guarantees; Public Facilities established in the amount of **\$87,129.00**, Landscape Buffer established in the amount of **\$4,800.00**, and the Safety and Stabilization Bond established in the amount of **\$10,361.46**.

Prior to these releases, they are required to post a Public Facilities Maintenance Guarantee in the amount of **\$13,069.35** and a Landscape Buffer Maintenance Guarantee in the amount of **\$720.00**. These amounts represent 15% of the totals to be held for a period of two (2) years.

Please note this release reflects the latest revisions to the New Jersey Municipal Land Use Law for the Public Facilities Performance and Stormwater Management Maintenance Guarantees.

All remaining escrows shall not be released until all on-site, non-bonded improvements have been completed and approved. If you should have any questions, please contact Steven D. Fini, Regional Field Supervisor at 856-795-9595.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

Lenny Cinaglia, MBA, CEFM
Associate, Department Head Municipal CM/CI

Dena M. Johnson, P.E., C.M.E.

LC:DMJ:sdf

cc: Orion Joyner, PE, CME, Senior Municipal Engineer
Angela Miller, Planning Board Secretary
Luis Pastoriza, M.S.M, R.M.C., C.M.R
Miller Fabricators, Inc., 1135 Mt. Ephraim Ave., Camden, NJ 08103

R-15
MBS:dh
02-09-21

**RESOLUTION APPROVING THE RELEASE OF PERFORMANCE GUARANTY IN
THE AMOUNT OF \$253,908.00 TO MSC VINE STREET, LLC, 601 VINE STREET,
BLOCK 781, LOT 1 FOR THE COMPLETION OF A SCHOOL**

WHEREAS, a request has been received by the City of Camden ("City") from MSC Vine Street, LLC the developer for the project known as (Molina School), 601 Vine Street, Block: 781 Lot: 1, seeking the respective release of the amount required to be posted under the Performance Guaranty in the amount of \$253,908.00; and

WHEREAS, the project at 601 Vine Street, Block: 781 Lot: 1 (Molina School) is completed and has requested the City of Camden to release MSC Vine Street, LLC guarantees under said Performance and Maintenance Guaranties; and

WHEREAS, the City Planning Board's Engineer, Remington & Vernick Engineers (R&V), has reviewed the developer's request. As detailed in its December 28, 2020 letter to the City, after R&V's inspection of the Project it recommends: (1) the release of \$253,908.00 of the original amount required to be posted by MSC Vine Street, LLC under its Performance Guaranty, contingent upon the payment of all outstanding R&V vouchers; and (2) the activation of the Maintenance Guarantee in the amount of \$31,738.50, representing 15% of the construction cost amount to be held for a period of two (2) years; now, therefore


BE IT RESOLVED, by the City Council of the City of Camden that, for all the reasons set forth above, the authorized City of Camden officials are hereby authorized and directed to release **Two Hundred Fifty-Three Thousand Nine Hundred Eight Dollars (\$253,908.00)** of the original amount required to be posted by MSC Vine Street, LLC under its Performance Guaranty; and the activation of the Maintenance Guarantee in the amount of \$31,738.50, representing 15% of the construction cost amount to be held for a period of two (2) years.

BE IT FURTHER RESOLVED that the above release of Performance Guaranty is contingent upon the payment of all outstanding Remington & Vernick Engineers vouchers, as provided under said Performance Guaranty.

BE IT FURTHER RESOLVED that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2020

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the release of a performance guarantee in the amount of \$253,908.00 for MSC Vine St., LLC, 601 Vine St, Block: 781, Lot: 1 for the completion of a school.

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to approve the release of a performance guarantee for MSC Vine St., LLC with the condition of a posting of a maintenance guarantee in the amount of \$31,738.50 for a 2 year period and payment of all R&V and attorney invoices.

BIDDING PROCESS:N/A

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

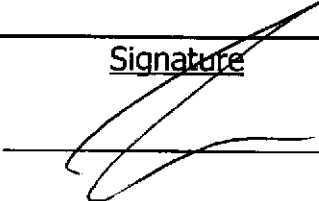


APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$253,908.00



Waiver Attached for State (DCA) Approval

*Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/23/20</u>	
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>1-19-21</u>	
Received by City Attorney:	<u>1/27/21</u>	

(Name) Please Print

(Extension #)

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

*****Please attach all supporting documents*****

Prepared By:

Contact Person:

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******



REMINGTON
& VERNICK
ENGINEERS

51 Haddonfield Road, Suite 260
Cherry Hill, NJ 08002
O: (856) 795-9595
F: (856) 795-1882

December 28, 2020

Dr. Edward Williams, PP, AICP
Department of Planning & Development
City of Camden
Room 420, City Hall
Camden, NJ 08101

Re: City of Camden
MSC Vine St., LLC (Molina)
601 Vine St.
Blk. 781, Lot 1
Performance Guarantee Release
Our File #04-08-I-800

Dear Dr. Williams:

At the request of the applicant, our office has conducted an inspection to the above-referenced project. Based upon our investigation, we recommend the release of the following Performance Guarantee established in the amount of **\$253,908.00**.

Prior to these releases, they are required to post a Maintenance Guarantee in the amount of **\$31,738.50**, this amount represents 15% of the total to be held for a period of two (2) years.

All remaining escrows shall not be released until all on-site, non-bonded improvements have been completed and approved. If you should have any questions, please contact Steven D. Fini, Regional Field Supervisor at 856-795-9595.

Sincerely,
REMINGTON & VERNICK ENGINEERS, INC.

Lenny Cinaglia, MBA, CEFM
Associate, Department Head Municipal CM/CI

Dena M. Johnson, P.E., C.M.E.

LC:DMJ:sdf

cc: Orion Joyner, PE, CME, Senior Municipal Engineer
Angela Miller, Planning Board Secretary
Luis Pastoriza, M.S.M., R.M.C., C.M.R.
MSC Vine St., LLC, 5700 Wayne Ave., Phila., PA 19144

MBS:dh
02-09-21

B-16

**RESOLUTION AUTHORIZING CHANGE ORDER #1 AND FINAL TO CONTRACT
#04-20-120 WITH CHARLES MARADINO, LLC FOR FEDERAL STREET AND
FLANDERS AVENUE ROADWAY IMPROVEMENTS PROJECT**

WHEREAS, the Council of the City of Camden by (MC-20:7429) dated April 14, 2020 awarded a contract to Charles Marandino, LLC for the Federal Street and Flanders Avenue Roadway Improvements; and

WHEREAS, the contract price set forth in (MC-20:7429) as aforesaid was One Hundred Twenty One Thousand One Hundred Fifty Dollars (\$121,150.00); and

WHEREAS, it is necessary to amend contract #04-20-120 with Charles Marandino, LLC by change order #1 and final in the amount of Eleven Thousand Three Hundred Seventy-Four Dollars (-\$11,374.00) for quantity adjustments what resulted in a contract decrease; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the contract #04-20-120 with Charles Marandino, LLC by change order #1 and final in the amount not to exceed ELEVEN THOUSAND Three Hundred Seventy-Four Dollars (-\$11,374.00) for a total contract amount of ONE HUNDRED NINE THOUSAND SEVEN HUNDRED SEVENTY-SIX DOLLARS (\$109,776.00).

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2020

TO: Jason J. Asuncion, Esq., Business Administrator

DATE: January 8, 2021

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing **Change Order #1 and Final** to Construction contract #04-20-120, with Charles Marandino, LLC., for Federal Street and Flanders Avenue Roadway Improvements project.

BRIEF DESCRIPTION OF ACTION: On April 14, 2020, Council authorized the award of a Construction contract to Charles Marandino, LLC. (MC-20:7429), for Federal Street and Flanders Avenue Roadway Improvements project. The project, which is now complete, requires quantity adjustments that will result in an overall contract decrease.

APPROPRIATION ACCOUNT(S): N/A

AMOUNT: Original Contract Amount	\$121,150.00
Change Order #1 Deletions	(11,374.00)
Final Contract Amount	\$109,776.00



Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "D"** - Contract Request, **Form "E"** - Creation/Extension of Services, **Form "G"** - Grant Approval, **Form "H"** - Bond Ordinance or Contract Request, **Form "I"**, "Best Price Insurance Contracting" Model Ordinance

	Date	Signature
Approved by Relevant Director:	1/8/21	[Signature]
Approved by Grants Management:		
Approved by Finance Director:	1/8/21	[Signature]
<input type="checkbox"/> CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:		
Approved by Business Administrator:	1/27/21	Michael B. Spear
Received by City Attorney:	1-12-21	Jason J. Asuncion

(Name) Please Print

(Extension #)

Prepared By: Tytanya Ray

7680

Contact Person: Orion Joyner

7680

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****

PROJECT NO.: CCY00500.01
 PROJECT: Federal Street and Flanders Avenue Improvements
 DATE: October 29, 2020

PROGRESS PAYMENT ESTIMATE NO. 1

OWNER: CITY OF CAMDEN
 CHARLES MARANDINO, LLC.

Item Description	Bid Quantities			Work Completed			Total to Date	
	Quantity	Unit	Unit Price	Extension	Previous Estimate	This Estimate	Quantity	Total Price
1 Maintenance and Protection of Traffic	1	LS	\$20,000.00	\$20,000.00		1.00	1.00	\$20,000.00
2 Traffic Director, Municipal Police Allowance	1	AL	\$5,000.00	\$5,000.00		0.00	0.00	\$0.00
3 Site Clearing (Max Bid \$70,000)	1	LS	\$10,000.00	\$10,000.00		1.00	1.00	\$10,000.00
4 Remove Existing Concrete Sidewalk	212	SY	\$30.00	\$6,360.00		212.00	212.00	\$6,360.00
5 Remove Existing Curb or Gutter (including sawcutting)	209	LF	\$10.00	\$2,090.00		209.00	209.00	\$2,090.00
6 Roadway Excavation	35	CY	\$60.00	\$2,100.00		35.00	35.00	\$2,100.00
7 Excavation Unclassified	47	CY	\$50.00	\$2,350.00		47.00	47.00	\$2,350.00
8 2' to 2 1/2" Clean Stone Subbase (if and where ordered)	5	CY	\$20.00	\$100.00		5.00	5.00	\$100.00
9 Dense Graded Aggregate Base Course, 6" Thick	50	CY	\$60.00	\$3,000.00		42.00	42.00	\$2,520.00
10 Hot Mix Asphalt 18M64 Base Course, 6" Thick	97	TN	\$300.00	\$29,100.00		72.44	72.44	\$21,732.00
11 Hot Mix Asphalt 5.5M64 Surface Course, 2" Thick	35	TN	\$400.00	\$14,000.00		24.81	24.81	\$9,924.00
12 Concrete Walkway, 4" Thick (including bedding)	92	SY	\$150.00	\$13,800.00		92.00	92.00	\$13,800.00
13 9"x18" Concrete Vertical Curb	120	LF	\$70.00	\$8,400.00		120.00	120.00	\$8,400.00
14 Regulatory and Warning Signs	69	SF	\$50.00	\$3,450.00		69.00	69.00	\$3,450.00
15 Reset Existing Manhole Using New Frame and Cover	1	UN	\$1,500.00	\$1,500.00		1.00	1.00	\$1,500.00
Original Contract Total:				\$121,250.00	Total:		\$104,326.00	Total: \$104,326.00

Closeout Change Order Number 1								
C1-1 Traffic Director, Municipal Police Allowance	(1.00)	AL	\$5,000.00	(\$5,000.00)		0	\$0.00	\$0.00
C1-2 Remove Existing Concrete Sidewalk	15.00	SY	\$30.00	\$450.00		15.00	\$450.00	\$450.00
C1-3 Remove Existing Curb or Gutter (including sawcutting)	41.00	LF	\$10.00	\$410.00		41.00	\$410.00	\$410.00
C1-4 Roadway Excavation	5.00	CY	\$60.00	\$300.00		5.00	\$300.00	\$300.00
C1-5 Excavation Unclassified	3.00	CY	\$50.00	\$150.00		3.00	\$150.00	\$150.00
C1-6 Dense Graded Aggregate Base Course, 6" Thick	(8.00)	CY	\$60.00	(\$480.00)		0	\$0.00	\$0.00
C1-7 Hot Mix Asphalt 18M64 Base Course, 6" Thick	(24.56)	TN	\$300.00	(\$7,368.00)		0	\$0.00	\$0.00
C1-8 Hot Mix Asphalt 5.5M64 Surface Course, 2" Thick	(10.19)	TN	\$400.00	(\$4,076.00)		0	\$0.00	\$0.00
C1-9 Concrete Walkway, 4" Thick (including bedding)	15.00	SY	\$150.00	\$2,250.00		15.00	\$2,250.00	\$2,250.00
C1-10 9"x18" Concrete Vertical Curb	27.00	LF	\$70.00	\$1,890.00		27.00	\$1,890.00	\$1,890.00
Adjusted Contract Subtotal:				(\$11,474.00)	Subtotal:		\$5,450.00	Subtotal: \$5,450.00
Adjusted Contract Total:				\$109,776.00	Total:		\$109,776.00	Total: \$109,776.00

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from Owner on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by Prior Payment Estimates; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Payment Estimate will pass to OWNER at time of payment free and clear of all liens, claims, security interest and encumbrances (except such as covered by Bond acceptable to OWNER).

PREPARED BY:

APPROVED BY:

CHARLES MARANDINO, LLC.

CME ASSOCIATES - CONSULTING ENGINEERS

CURRENT TO DATE TOTAL: \$109,776.00
 LESS 2% RETAINAGE: \$0.00
 LESS PREVIOUS PAYMENTS: \$0.00
 BALANCE DUE THIS ESTIMATE: \$109,776.00

JOHN H. ALLGAIR, PE, PP, LS (1983-2001)
DAVID J. SAMUEL, PE, PP, CME
JOHN J. STEFANI, PE, LS, PP, CME
JAY B. CORNELL, PE, PP, CME
MICHAEL J. McCLELLAND, PE, PP, CME
GREGORY R. VALES, PE, PP, CME



TIMOTHY W. GILLEN, PE, PP, CME
BRUCE M. KOCH, PE, PP, CME
LOUIS J. PLOSKONKA, PE, CME
TREVOR J. TAYLOR, PE, PP, CME
BEHRAM TURAN, PE, LSRP
LAURA J. NEUMANN, PE, PP
DOUGLAS ROHMEYER, PE, CFM, CME
ROBERT J. RUSSO, PE, PP, CME
JOHN J. HESS, PE, PP, CME

November 30, 2020

Sent via Electronic & Regular Mail

Mr. Orion Joyner, PE, CME
City Engineer
Department of Planning and Development
Division of Capital Improvements and Project Management
520 Market Street, City Hall
Camden, New Jersey 08101

Re: **Final Payment Estimate #1 & Close-Out Change Order #1**
Federal Street and Flanders Avenue Improvements
City of Camden, Camden, County, New Jersey
Our File: CCY00501.01

Dear Mr. Joyner,

Transmitted herewith for your further handling, please find Final Payment Estimate #1 and Close-out Change Order #1 for the above-referenced project in the amount of \$109,776.00 as approved by this office. This estimate includes all proposed improvements at the intersection of Federal Street and Flanders Avenue. Certified Payroll Records as provided by the Contractor are also enclosed.

The project is complete at this time, including all previously issued punch list items. The change order reflects increases and decreases in original contract quantities required to complete the project.

The increases in quantities could not, in our opinion, have reasonably been effectuated by a separately bid contract without unduly disrupting the basic work and imposing adverse consequences on the City and will provide an improved level of service to the City and its residents.

Additionally, we are pleased to report that the close out change order results in a decrease in the project cost from the original contract amount of \$124,250.00 to a final total of \$109,776.00 for a reduction of \$11,474.00.
\$124,250.00
\$11,474.00

Also enclosed is a two-year Maintenance Bond in the amount of \$109,776.00; one-hundred percent of the final Contract Amount; in accordance with the contract documents. By copy of the bond to the City Solicitor's office, we request that they review same for compliance with the contract requirements. Our office concurs that the amount and term of the bond are correct. Release of final payment should be contingent upon approval of the maintenance bond by the City Solicitor's Office.



Final Payment Estimate & Close Out Change Order
Federal Street and Flanders Avenue Improvements

November 30, 2020
CCY00501.01
Page 2

We trust this is the information you require at this time; however, if you have any questions or comments, please do not hesitate to contact this office.

Very truly yours,

CME Associates

Edward D'Armiento, PE, CME, CFM
Consulting Engineer's Office

Enclosures

cc: Tytanya Ray – City of Camden
Charles Marandino, LLC

MBS:dh
02-09-21

R-17

**RESOLUTION AUTHORIZING THE ACCEPTANCE OF A NJDOT FY 2021 AWARD IN
THE AMOUNT OF \$1,014,793.00, FOR USE IN CONNECTION WITH THE 2021
RESURFACING OF VARIOUS STREETS PROJECT**

WHEREAS, the City of Camden applied for and received a New Jersey Transportation Trust Fund (Municipal Aid) from the NJDOT in the amount of \$1,014,793.00; and

WHEREAS, the grant proceeds will be used in connection with the Resurfacing of Various Streets Project; and

WHEREAS, the City desires to accept the award from the NJDOT; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the New Jersey Transportation Trust Fund (Municipal Aid) from NJDOT in the amount of \$1,014,793.00.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such award.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

Council Meeting Date:

TO: Jason J. Asuncion, Esq., Business Administrator

DATE: January 12, 2021

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing the Acceptance of a NJDOT, FY 2021 award (in the amount of \$1,014,793.00), for use in connection with the 2021 Resurfacing of Various Streets project.

BRIEF DESCRIPTION OF ACTION: Council authorization to Accept Resurfacing of Various Streets funds are requested to appear on the March 9, 2021 Agenda. By correspondence dated 11/16/20, the NJDOT, has awarded the City \$1,014,793.00 in Municipal Aid funding. Project to be known as "2021 Resurfacing of Various Streets." This action will authorize formal acceptance of the funds.

BIDDING PROCESS: N/A

APPROPRIATION ACCOUNT(S): N/A

AMOUNT: N/A

☒ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "D"** - Contract Request, **Form "E"** - Creation/Extension of Services, **Form "G"** - Grant Approval, **Form "H"** - Bond Ordinance or Contract Request, **Form "I"**, "Best Price Insurance Contracting" Model Ordinance

	Date	Signature
Approved by Relevant Director:	1/12/21	[Signature]
Approved by Grants Management:	1/14/21	[Signature]
Approved by Finance Director:	1/15/21	[Signature]
<input type="checkbox"/> CAF - Certifications of Availability of Funds		(If applicable)
Approved by Purchasing Agent:		
Approved by Business Administrator:	1/21/21	Jason J. Asuncion
Received by City Attorney:	1/27/21	[Signature]

(Name) Please Print

(Extension #)

Prepared By: Tytanya Ray

7680

Contact Person: Orion Joyner

7680

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS**

**DIVISION OF LOCAL GOVERNMENT SERVICES
GRANT APPROVAL FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT OF THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION AND GRANT AWARD LETTER.

Resolution Authorizing the Acceptance of NJDOT Municipal Aid Award in amount of \$1,014,793.00 for use in connection with FY 2021 Milling and Resurfacing of Various Streets.

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Orion Joyner
Title	Municipal Engineer
Telephone Number	(856) 757-7680
Email	OrionJ@ci.camden.nj.us

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

N/A

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

N/A

Mayor's Signature

Date _____

Business Administrator/Manager Signature

Date _____

Name, email and fax of contact person for this form:

For LGS use only:

☐ Approved

☐ Denied

Director or Designee,
Division of Local Government Services

Date _____

Number Assigned _____

Initial Report X Revised Report Closing Report
 Bureau of Grants Management Grant Summary Form
 Grant Status Code: G
 (green - g; yellow - y; red - r)

Department: Development & Planning – Capital Improvements

Grant Administrator: Tytanya Ray

Grant Administrator #: 757-7628

Project Name:		2021 TTFA Municipal Aid for Resurfacing of Various Streets			
Grant/Funding Agency Program:		NJDOT Transportation Trust Fund			
Grant Federal CFDA or State GIMS Number:					
City Contract Date:			City Contract #:		
Application Resolution #:			Appropriation Code :		
Funding Source:		NJDOT Transportation Trust Fund			
Pass Through: circle one	<u>Y</u> or N	Source:	NJDOT		
Amount of Grant:		\$1,014,793.00			
Local Match: circle one	Y or <u>N</u>	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:			
Date of Analysis:		Reviewed By:		Kelly Mobley	

Summary:

14-Jan-21: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to accept and insert \$1,014,793.00 in municipal aid from the NJ Department of Transportation Trust Fund Authority for design, construction and inspection of roadway improvements. See attached award letter.

17-Dec-20: **RESUBMISSION** - The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to apply for \$2,993,558.53 from the New Jersey Department of Transportation Trust Fund for resurfacing of various streets. The application is currently being developed; however, before submission, all applicants are required to provide resolutions authorizing applications to NJDOT.

Typically no matching funds are required.

23-Nov-20: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to apply for \$2,993,558.53 from the New Jersey Department of Transportation Trust Fund for resurfacing of various streets. The application is currently being developed; however, before submission, all applicants are required to provide resolutions authorizing applications to NJDOT.

Typically no matching funds are required.

Time Lines:

Problematic Areas/Recommendations: n/a

Initial Report X Revised Report Closing Report
Bureau of Grants Management Grant Summary Form
Grant Status Code: G
(green - g; yellow - y; red - r)

NJDOT 2021 TTFA Municipal Aid

**Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form**

Department: Planning & Development Revised: 1/12/2021
Capital Improvements/Project Management

Grant Administrator: Tytanya C. Ray Grant Administrator #: 757-7628

Grant/Project Name:		2021 Resurfacing of Various Streets			
Grant #:		Pending			
City Contract Date:		pending	City Contract #:		Pending
Application Resolution #:		R-13 MC-20:7785 12/29/20	Appropriation Code #:		Pending
Funding Source:		FY 2021 NJDOT Transportation Trust Fund Authority (TTFA)- Municipal Aid			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$1,014,793.00			
Local Match:	Y	N	Cash:		In-Kind
Budget Insertion Resolution # & Date:		Pending	Accepting Grant Resolution # MC:		Pending
Term of Grant:		Pending	Location of Activity:		Pending
Date of Analysis:		1/12/21	Reviewed By:		Tytanya C. Ray

Summary: 1/12/2021: In connection with the 2021 Resurfacing of Various Streets project: Council approval is requested at the March 9, 2021 Meeting to (1) Accept Funds and (2) Set up a spending account.

11/19/20: On behalf of the City, the Department of Planning & Development, Division of Capital Improvements/Project Management will be applying for FY 2021 NJDOT Transportation Trust Fund Authority (TTFA) Municipal Aid for Design, Construction and Inspection of a Roadway Improvement project in the City of Camden. Council action authorizing submission of an application for funding is requested for the Next Scheduled Council meeting. Certified resolutions authorizing application are needed for submission to NJDOT.

Project Limits: TO BE DETERMINED

Street From To

Timelines: pending

Problem Areas/Recommendations: Pending

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)

Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form

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State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

2020 NOV 20 P 2 16
NJ DOT LOCAL AID OFFICE
TRENTON, NJ

PHILIP D. MURPHY
Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

SHEILA Y. OLIVER
Lt. Governor

November 16, 2020

The Honorable Francisco "Frank" Moran
Mayor, Camden City
520 Market Street
Camden, NJ 08101

Dear Mayor Moran:

I am pleased to inform you that Camden City has been selected to receive funding from the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2021 Municipal Aid Program for FY2021 Resurfacing of Various Streets in the amount of \$1,014,793.00.

NJDOT's Municipal Aid Program is a very competitive program. This year the Department received 635 applications from 549 municipalities requesting more than \$342 million. There is \$161.25 million available in funds from the Transportation Trust Fund (TTF) supported by the State gas tax.

As part of the Department's Commitment to Communities, NJDOT provides statewide assistance for local governments for improvements to and preservation of the local transportation network, this network makes up about 90 percent of New Jersey's roadways. The successful completion of your project will help achieve this goal and provide your constituents and everyone that uses local roads a transportation system that provides the mobility they deserve.

Should you have any questions regarding your grant, please contact the NJDOT Local Aid District Office in your area.

District 1 - Mt. Arlington - 973-810-9166
District 2 - Newark - 973-877-1500

District 3 - Trenton - 609-963-2020
District 4 - Cherry Hill - 856-414-8414

Again, thank you for your support of this program and good luck with your project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diane Gutierrez-Scaccetti".

Diane Gutierrez-Scaccetti
Commissioner

cc: Municipal Clerk; Municipal Engineer

MBS:dh
02-09-21

R-18

**RESOLUTION AUTHORIZING THE INSERTION OF A GRANT LINE ITEM
IN THE FY'21 BUDGET FROM THE NJDOT IN THE AMOUNT OF \$1,014,793.00 FOR
USE IN CONNECTION WITH THE RESURFACING OF VARIOUS STREETS PROJECT**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of a special item of revenue in the budget of any county or municipality when any such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that said Council hereby requests that the Director of Local Government Services approve the insertion of a special item of revenue in the budget for the fiscal year 2021, to wit:


"The amount of ONE MILLION FOURTEEN THOUSAND SEVEN HUNDRED NINETY-THREE DOLLARS (\$1,014,793.00), which item is now available from the FY21 NJDOT.

BE IT FURTHER RESOLVED that the Director of Local Government Services is requested to approve the appropriation, and upon said approval the sum of ONE MILLION FOURTEEN THOUSAND SEVEN HUNDRED NINETY-THREE DOLLARS (\$1,014,793.00), is hereby appropriated under the caption "2021 Resurfacing of Various Streets".

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: _____

TO: Jason J. Asuncion, Esq., Business Administrator

DATE: January 12, 2021

FROM: Orion Joyner

Department Making Request: PLANNING & DEVELOPMENT

TITLE OF RESOLUTION/ORDINANCE: Resolution permitting the Insertion of a Special Item of Revenue in the 2021 Budget in the amount of \$1,014,793.00, received from the NJDOT, for use in connection with the 2021 Resurfacing of Various Streets project.

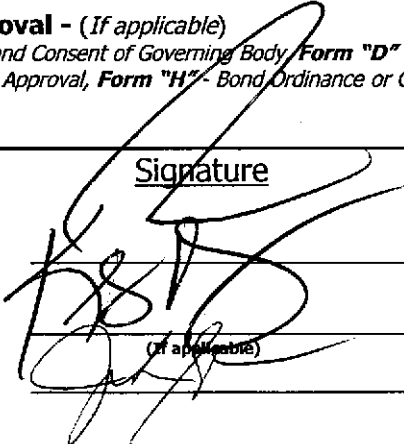
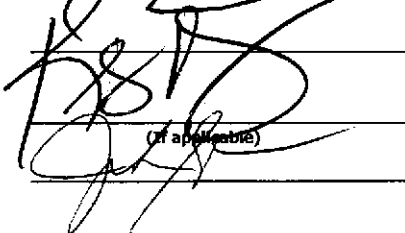
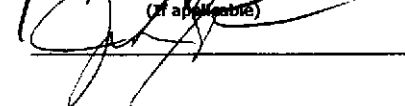
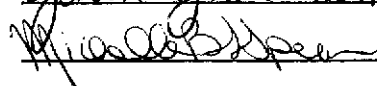
BRIEF DESCRIPTION OF ACTION: Council authorization to Insert 2021 Resurfacing of Various Streets funds are requested to appear on the March 9, 2021 Council Agenda. By correspondence dated 11/16/20, the NJDOT has awarded the City Municipal Aid funding in the amount of \$1,014,793.00. Project, known as "2021 Resurfacing of Various Streets." This action authorizes the City to set up a spending account for this project.

BIDDING PROCESS: N/A

APPROPRIATION ACCOUNT(S): N/A

AMOUNT: N/A

☒ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
For Example: **Form "A"** - Request for approval of Employees Requiring Advice and Consent of Governing Body, **Form "D"** - Contract Request, **Form "E"** - Creation/Extension of Services, **Form "G"** - Grant Approval, **Form "H"** - Bond Ordinance or Contract Request, **Form "I"** - "Best Price Insurance Contracting" Model Ordinance

	Date	Signature
Approved by Relevant Director:	1/21/21	
Approved by Grants Management:	1/14/21	
Approved by Finance Director:	1/15/21	
<input type="checkbox"/> CAF - Certifications of Availability of Funds		(If applicable)
Approved by Purchasing Agent:		
Approved by Business Administrator:	1/21/21	Jason J. Asuncion
Received by City Attorney:	1/27/21	

(Name) Please Print	(Extension #)
Prepared By: Tytanya Ray	7680
Contact Person: Orion Joyner	7680

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

Initial Report X Revised Report Closing Report
 Bureau of Grants Management Grant Summary Form
 Grant Status Code: G
 (green - g; yellow - y; red - r)

Department: Development & Planning – Capital Improvements

Grant Administrator: Tytanya Ray

Grant Administrator #: 757-7628

Project Name:		2021 TTFA Municipal Aid for Resurfacing of Various Streets			
Grant/Funding Agency Program:		NJDOT Transportation Trust Fund			
Grant Federal CFDA or State GIMS Number:					
City Contract Date:			City Contract #:		
Application Resolution #:			Appropriation Code :		
Funding Source:		NJDOT Transportation Trust Fund			
Pass Through: circle one	<u>Y</u> or N	Source:	NJDOT		
Amount of Grant:		\$1,014,793.00			
Local Match: circle one	Y or <u>N</u>	Cash:		In-Kind:	
Budget Insertion Resolution # & Date:		Accepting Grant Resolution # MC:			
Term of Grant:		Location of Activity:			
Date of Analysis:		Reviewed By:		Kelly Mobley	

Summary:

14-Jan-21: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to accept and insert \$1,014,793.00 in municipal aid from the NJ Department of Transportation Trust Fund Authority for design, construction and inspection of roadway improvements. See attached award letter.

17-Dec-20: **RESUBMISSION** - The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to apply for \$2,993,558.53 from the New Jersey Department of Transportation Trust Fund for resurfacing of various streets. The application is currently being developed; however, before submission, all applicants are required to provide resolutions authorizing applications to NJDOT.

Typically no matching funds are required.

23-Nov-20: The Department of Planning and Development – Division of Capital Improvements is seeking council authorization to apply for \$2,993,558.53 from the New Jersey Department of Transportation Trust Fund for resurfacing of various streets. The application is currently being developed; however, before submission, all applicants are required to provide resolutions authorizing applications to NJDOT.

Typically no matching funds are required.

Time Lines:

Problematic Areas/Recommendations: n/a

Initial Report X Revised Report Closing Report
Bureau of Grants Management Grant Summary Form
Grant Status Code: G
(green - g; yellow - y; red - r)

NJDOT 2021 TTFA Municipal Aid

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS**

**DIVISION OF LOCAL GOVERNMENT SERVICES
GRANT APPROVAL FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT OF THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION AND GRANT AWARD LETTER.

Resolution Permitting the Insertion of a Special Item of Revenue in the 2021 Budget in the amount of \$1,014,793.00 for use in connection with FY 2021 Milling and Resurfacing of Various Streets.

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Orion Joyner
Title	Municipal Engineer
Telephone Number	(856) 757-7680
Email	OrionJ@ci.camden.nj.us

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

N/A

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

N/A

Mayor's Signature

Date _____

Business Administrator/Manager Signature

Date _____

Name, email and fax of contact person for this form:

For LGS use only:

☐ Approved

☐ Denied

Director or Designee,
Division of Local Government Services

Date _____

Number Assigned _____

**Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form**

Department: Planning & Development Revised: 1/12/2021
Capital Improvements/Project Management

Grant Administrator: Tytanya C. Ray Grant Administrator #: 757-7628

Grant/Project Name:		2021 Resurfacing of Various Streets			
Grant #:		Pending			
City Contract Date:		pending	City Contract #:		Pending
Application Resolution #:		R-13 MC-20:7785 12/29/20	Appropriation Code #:		Pending
Funding Source:		FY 2021 NJDOT Transportation Trust Fund Authority (TTFA)- Municipal Aid			
Pass Through:	Y	N	Source:		
Amount of Grant:		\$1,014,793.00			
Local Match:	Y	N	Cash:		In-Kind
Budget Insertion Resolution # & Date:		Pending	Accepting Grant Resolution # MC:		Pending
Term of Grant:		Pending	Location of Activity:		Pending
Date of Analysis:		1/12/21	Reviewed By:		Tytanya C. Ray

Summary: 1/12/2021: In connection with the 2021 Resurfacing of Various Streets project: Council approval is requested at the March 9, 2021 Meeting to (1) Accept Funds and (2) Set up a spending account.

11/19/20: On behalf of the City, the Department of Planning & Development, Division of Capital Improvements/Project Management will be applying for FY 2021 NJDOT Transportation Trust Fund Authority (TTFA) Municipal Aid for Design, Construction and Inspection of a Roadway Improvement project in the City of Camden. Council action authorizing submission of an application for funding is requested for the Next Scheduled Council meeting. Certified resolutions authorizing application are needed for submission to NJDOT.

Project Limits: TO BE DETERMINED

Street

From

To

Timelines: pending

Problem Areas/Recommendations: Pending

Cabinet #	Drawer #
Capital Impr (1)	Capital Impr (1)

Department of Planning & Development- Office of Capital Improvements/Project Management
Grant Summary Form

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State of New Jersey

DEPARTMENT OF TRANSPORTATION
P.O. Box 600
Trenton, New Jersey 08625-0600

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DIANE GUTIERREZ-SCACCETTI
Commissioner

November 16, 2020

The Honorable Francisco "Frank" Moran
Mayor, Camden City
520 Market Street
Camden, NJ 08101

Dear Mayor Moran:

I am pleased to inform you that Camden City has been selected to receive funding from the New Jersey Department of Transportation's (NJDOT) Fiscal Year 2021 Municipal Aid Program for FY2021 Resurfacing of Various Streets in the amount of \$1,014,793.00.

NJDOT's Municipal Aid Program is a very competitive program. This year the Department received 635 applications from 549 municipalities requesting more than \$342 million. There is \$161.25 million available in funds from the Transportation Trust Fund (TTF) supported by the State gas tax.

As part of the Department's Commitment to Communities, NJDOT provides statewide assistance for local governments for improvements to and preservation of the local transportation network, this network makes up about 90 percent of New Jersey's roadways. The successful completion of your project will help achieve this goal and provide your constituents and everyone that uses local roads a transportation system that provides the mobility they deserve.

Should you have any questions regarding your grant, please contact the NJDOT Local Aid District Office in your area.

District 1 - Mt. Arlington - 973-810-9166
District 2 - Newark - 973-877-1500

District 3 - Trenton - 609-963-2020
District 4 - Cherry Hill - 856-414-8414

Again, thank you for your support of this program and good luck with your project.

Sincerely,

A handwritten signature in cursive script, appearing to read "Diane Gutierrez-Scaccetti".

Diane Gutierrez-Scaccetti
Commissioner

cc: Municipal Clerk; Municipal Engineer

MBS:dh
02-09-21

R-19

**RESOLUTION ACCEPTING A GRANT FROM THE DELAWARE VALLEY
REGIONAL PLANNING COMMISSION (DVRPC) FOR THE SUPPORTIVE HIGHWAY
REGIONAL PLANNING PROGRAM IN THE AMOUNT OF \$30,000.00**

WHEREAS, the City of Camden applied for and received a grant from the Delaware Valley Regional Planning Commission in the amount of \$30,000.00; and

WHEREAS, the grant proceeds will be used for the purpose to offset administrative costs for a staff member from the Department of Planning and Development; and

WHEREAS, the City has a local match of \$6,000.00; and

WHEREAS, the City desires to accept the grant from the Delaware Valley Regional Planning Commission; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the grant from the Delaware Valley Regional Planning Commission in the amount of \$24,000.00 with a local match of \$6,000.00 for a total amount of \$30,000.00.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such Grant.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2020

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Resolution accepting a grant from the Delaware Valley Regional Planning Commission in the amount of \$30,000.00 for the Supportive Highway Regional Planning Grant Program (21-61-060).

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to accept said grant from the Delaware Valley Regional Planning Commission to offset administrative costs for staff member from the Department of Planning and Development.

BIDDING PROCESS:N/A

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$30,000.00

☐ **Waiver Attached for State (DCA) Approval**
Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/15/21</u>	<u>[Signature]</u>
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>1-19-21</u>	<u>[Signature]</u>
Received by City Attorney:	<u>1/27/21</u>	<u>[Signature]</u>

(Name) Please Print

(Extension #)

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

*****Please attach all supporting documents*****

Prepared By: _____
Contact Person: _____

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$30,000

No. 21-61-060

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

CITY OF CAMDEN, NEW JERSEY

This agreement, hereinafter referred to as the AGREEMENT, made at Philadelphia, Pennsylvania, this _____ day of _____, 2020, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall - West, Philadelphia, Pennsylvania, 19106, hereinafter referred to as the COMMISSION;

AND

City of Camden, New Jersey, having its principal office at Department of Development and Planning, P.O. Box 95120, Camden, New Jersey 08101-5120 hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter referred to as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the accomplishment of a grant from the AGENCY as follows:

Agency	Funds	Source of Funds	Date
New Jersey Department of Transportation	\$24,000	Federal Highway Administration New Jersey	July 1, 2020

WHEREAS, the SUBRECIPIENT will perform certain services under this AGREEMENT in connection with Project No. 21-61-060, "City of Camden Supportive Regional Highway Planning Program," in the COMMISSION's FY2021 Unified Planning Work Program, which is effective July 1, 2020, hereinafter referred to as the PROJECT; and

WHEREAS, the SUBRECIPIENT is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's SUBRECIPIENT Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction and management of the PROJECT, and shall have oversight of the PROJECT and be administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in: (1) this AGREEMENT; (2) Exhibit "A," the Standard Articles of Agreement for Subrecipients; and

(3) Exhibit "B," Scope of Services, Unified Planning Work Program Description entitled, "City of Camden Supportive Regional Highway Planning Program." Exhibit "A" and Exhibit "B" are attached hereto and are incorporated by reference.

1.2 During the term of this AGREEMENT requests to modify either the scope or budget shall be made in writing to the COMMISSION's Contracts Manager.

John Griffies
Contracts Manager
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520
jgriffies@dvrpc.org

Section 2: Contract Funding

2.1 The total cost of the PROJECT shall not exceed \$30,000 with approved funding as follows:

Funds Provided by AGENCY: \$24,000

SUBRECIPIENT Local Match: \$6,000

Total Amount: \$30,000

Section 3: Method of Payment

3.1 Payment to the SUBRECIPIENT for work performed shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT's spending will be in accordance with the Budget Proposal attached and made part of this AGREEMENT as Exhibit "C."

A. If SUBRECIPIENT intends to utilize any external consultant(s) to perform work in furtherance of the PROJECT, SUBRECIPIENT shall provide an anticipated cost for each external consultant in the Budget Proposal. Upon selection of any external consultant(s), SUBRECIPIENT shall notify the COMMISSION in writing indicating the selected external consultant(s) and provide a modified Budget Proposal including a separate budget proposal for the consultant(s). Upon review, the COMMISSION will provide a letter informing that

the modified Budget Proposal has been approved and will be incorporated to this AGREEMENT as outlined in Section 5.2 of the Standard Articles for Subrecipients.

3.3 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed Twenty-Four Thousand Dollars (\$24,000). The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

3.4 As outlined in Article 6.1 in the Standard Articles of Agreement for Subrecipients, Exhibit "A," SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org.

A. All invoices must consist of:

1. Assigned cover page with the total reimbursement request amount;
2. Breakdown of costs as per the contract pricing proposal format with staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
3. Receipts for Direct Expenses;
4. Copies of all subconsultant invoices; and
5. Progress Report for the Reporting Period.

Section 4: Administration of AGREEMENT

4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this AGREEMENT, and shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this AGREEMENT.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this AGREEMENT and in the negotiation of matters arising out of this AGREEMENT.

Section 5: Time of Performance

5.1 As the PROJECT start date is July 1, 2020, the effective date of the COMMISSION'S FY2021 Unified Planning Work Program, SUBRECIPIENT may commence work as of that date. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2021.

Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT inform the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Title VI Policy & Self-Certification:

7.1 The COMMISSION has adopted the following policy statement as part of its

Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

The COMMISSION further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that the COMMISSION distributes federal aid funds to another entity, THE COMMISSION will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds.

The COMMISSION's Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

The COMMISSION acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

The COMMISSION requires verification of the compliance of SUBRECIPIENT with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance for all new contracts entered into by the COMMISSION. The COMMISSION reserves the right to conduct subsequent Title VI compliance reviews on any SUBRECIPIENT during a contract.

7.2 As part of its verification of compliance with Title VI, the COMMISSION requires the following Self-Certification. All duly authorized representatives of the SUBRECIPIENT must certify that:

A. The SUBRECIPIENT understands that compliance with Title VI of the Civil Rights Act of 1964 {42 U.S.C. 2000d}, the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.

B. During the performance of this contract, the SUBRECIPIENT, for itself, its assignees, and successors in interest, agree as follows:

1. Compliance with Regulations

The SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SUBRECIPIENT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex,

or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Procurement of Materials & Equipment

In all solicitations either by competitive bidding or negotiations made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SUBRECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to appropriate federal or state agency as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the SUBRECIPIENT noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to, withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontractor or procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SUBRECIPIENT may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States

C. The SUBRECIPIENT will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

Section 8: Special Conditions:

8.1 By executing this AGREEMENT, the SUBRECIPIENT hereby specifically agrees to Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances of Exhibit "A," the Standard Articles of Agreement for Subrecipients.

8.2 Electronic, digital, or pdf signatures delivered by email shall constitute a legal and binding signature to this AGREEMENT.

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this AGREEMENT as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

(SEAL)

By: _____
Barry Seymour, Executive Director

Date: _____

ATTEST:

CITY OF CAMDEN, NEW JERSEY

Dr. Edward C. Williams
(SEAL)

By: _____
Francisco Moran, Mayor

Date: _____

Federal Information:

Type of Grant: Department of Transportation (FHWA)
Program: Highway Planning and Construction (FHWA)
CFDA Number: 20.205(FHWA)
Federal Funds: \$24,000

Contact Information:

For the SUBRECIPIENT

Dr. Edward C. Williams, PP, AICP, CSI, Director
City of Camden, New Jersey
Department of Development and Planning
P.O. Box 95120
Camden, NJ 08101-5120
SUBRECIPIENT DUNS #: 077069581
856-757-7214
edwillia@ci.camden.nj.us

For COMMISSION

John R. Griffies
Contracts Manager
The Delaware Valley Regional Planning Commission
190 N. Independence Mall West
Philadelphia, PA 19106
COMMISSION DUNS#: 069056547
215-238-2925
jgriffies@dvrpc.org

Exhibit "A"

Standard Articles of Agreement for Subrecipients



Standard Articles of Agreement for Subrecipient

Revision Date: August 2020

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Article 1: Responsibilities and Services of the SUBRECIPIENT

- 1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.
- 1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the AGREEMENT and Exhibit "B", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.
- 1.3 The SUBRECIPIENT hereby agrees to administer the AGREEMENT in compliance with all applicable law and in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this AGREEMENT at any particular time.
- 1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT. Although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise, the giving of such advice shall not shift the responsibility for final decisions to the COMMISSION and/or the AGENCY.
- 1.5 The SUBRECIPIENT hereby agrees to furnish its services in accordance with this AGREEMENT and all applicable professional standards. All of the services specified by this AGREEMENT shall be performed by the SUBRECIPIENT and its employees or contractor under the supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION.

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations, liabilities to any contractor or any other person not party to this AGREEMENT.

- 1.6 The personnel required to perform the services specified by this AGREEMENT shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this AGREEMENT shall be fully qualified and authorized or permitted under Federal, State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION. For any major changes in personnel including changes of personnel who are named in any grant application, the SUBRECIPIENT will submit their request in writing prior to any planned personnel changes.

1.7 The SUBRECIPIENT is required to be in compliance with the COMMISSION'S SUBRECIPIENT Monitoring Policy for risk assessment of grants to determine appropriate monitoring activities and frequency of progress report submission. The SUBRECIPIENT must complete and certify the pre-award risk assessment form, See Attachment 1. SUBRECIPIENT shall also submit summary progress reports, in accordance with the risk level assessment which will be communicated by the COMMISSION. The SUBRECIPIENT must submit progress reports, invoices, and supporting documents to the COMMISSION no later than thirty (30) days after the close of the preceding quarter unless otherwise directed. These reports shall be in narrative form, divided by tasks as specified in the Scope of Services. These reports shall include the percentage of progress for each project for the specified time period and be up-to-date. When applicable, these reports shall indicate when established goals are not met, or when a delay has occurred or is anticipated. If there are difficulties encountered, the report must include a narrative description and the SUBRECIPIENT's proposed solution(s) to the issue(s).

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this AGREEMENT, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be focused on the nature and objectives of the PROJECT, report findings and final recommendations and be in a form reasonably acceptable to the COMMISSION.

1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this AGREEMENT, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands unless COMMISSION and/or AGENCY elect otherwise. The sole legal recourse for SUBRECIPIENT lies with COMMISSION as outlined in Article 9: Disputes

and there shall be no claims, demands, or any recourse with the AGENCY or any federal agency.

- 1.11 None of the services specified by this AGREEMENT shall be subcontracted by the SUBRECIPIENT without prior approval of the COMMISSION.
- 1.12 All subcontracts entered into by the SUBRECIPIENT shall contain or otherwise reference and incorporate all of the provisions of these Standard Articles of Agreement.
- 1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third-party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved.

Article 2: Assignability

- 2.1 The SUBRECIPIENT shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION.

Article 3: Oversight

- 3.1 In order for the COMMISSION to meet its obligations to the AGENCY, COMMISSION will have general oversight over the content and technical quality of the services performed as specified by this AGREEMENT.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the PROJECT shall:

- 4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to ensure that all activities in its Program are compatible and interrelated.
- 4.2 Provide basic technical assistance to the SUBRECIPIENT required during the development of the PROJECT.
- 4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.

- 4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.
- 4.5 Conduct a review of the administration of the PROJECT, as appropriate, to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this AGREEMENT.
- 4.6 Ensure that all procedures and records will be maintained in conformance with Federal and State Audit Standards and Regulations.

Article 5: Changes and Amendments

- 5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this AGREEMENT and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will be affected by a letter from the COMMISSION to the SUBRECIPIENT.
- 5.2 No modifications, changes, corrections, and/or additions to this AGREEMENT shall be binding unless approved in writing by an authorized representative of the COMMISSION.

The COMMISSION may issue Authorization letters or written approval for the following instances:

- a. When the SUBRECIPIENT's request for a budget reallocation of greater than 5% of the total PROJECT costs is approved.
 - b. When the SUBRECIPIENT's request for a budget increase that does not exceed 5% of the total PROJECT costs is approved.
 - c. When the SUBRECIPIENT's request for an extension of the completion date as outlined in Section 5: Time of Performance of the AGREEMENT is approved.
 - d. When the SUBRECIPIENT's request for modifications, changes and/or clarifications to the Scope of Services which do not substantively alter the PROJECT and/or services to be performed is approved.
- 5.3 For any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduces the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT, the SUBRECIPIENT will be required to request for a formal AGREEMENT amendment.

- 5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this AGREEMENT. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.
- 5.5 Copies of either or both amendments to the AGREEMENT and letters authorizing changes will be attached to the original of this AGREEMENT and to each copy. Such letters and amendments will then become a part thereof.
- 5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the AGREEMENT number.

Article 6: Compensation and Method of Payment

- 6.1 CONTRACTOR shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org. Each invoice shall consist of:
- a. A signed cover page with the total reimbursement request amount;
 - b. Breakdown of costs as per the contract pricing proposal format; Please include staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
 - c. Receipts for Direct Expenses;
 - d. Copies of all subconsultant invoices; and
 - e. Progress Report for the Reporting Period.
- 6.2 Allocability of PROJECT costs shall be in accordance with the following:
- a. The costs must be reasonable within the scope of the PROJECT.
 - b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
 - c. Such costs must be in accordance with generally accepted accounting principles (GAAP) and 2 C.F.R. 200.
 - d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
 - e. Such costs must be net costs to the CONTRACTOR (i.e., the price paid minus any refunds, rebates or discounts).
 - f. The CONTRACTOR may not delegate or transfer his responsibility for the use of the funds set forth in this AGREEMENT.
 - g. Overhead and fringe rates are final based on invoiced bills.

Costs must conform to all applicable law including Federal Regulations. Specifically, Costs must adhere to 2 C.F.R. 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For-private organizations, Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" may apply.

- 6.3 The CONTRACTOR shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.
- 6.4 Compensation and method of payment are subject to all special conditions set forth in the Special Conditions Section of this AGREEMENT.

Article 7: Termination of Agreement for Cause and/or Convenience

- 7.1 If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this AGREEMENT, the COMMISSION shall thereupon have the right to terminate this AGREEMENT.
- 7.2 The COMMISSION shall have the right to terminate this AGREEMENT for convenience whenever the COMMISSION shall determine that such termination is in the best interests of the COMMISSION.
- 7.3 This AGREEMENT shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this AGREEMENT.
- 7.4 The COMMISSION shall confirm such termination in writing. The effective date of the termination shall be the date of notification. Upon notification of termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately.
- 7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT or their consultants shall, at the option of the COMMISSION, become the property of the COMMISSION. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- 7.6 Notwithstanding any provision to the contrary the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this AGREEMENT by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this AGREEMENT is determined.

- 7.7 Prior to termination for cause, the SUBRECIPIENT shall be provided official notice in writing and an opportunity to cure. SUBRECIPIENT shall respond within five (5) days of the date of the official notice and must include a detailed plan of action to cure the cause and/or default of any term of this AGREEMENT. SUBRECIPIENT will have ten (10) days from the date of the official notice to implement plan of corrective action.
- 7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.
- 7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this AGREEMENT. If, during the development of the PROJECT, conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination and direct the correspondence to:

Executive Director
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520

If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this AGREEMENT, the COMMISSION may enter into a termination agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this AGREEMENT, or annul the AGREEMENT pursuant to this Article.

- 7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this AGREEMENT. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

- 8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered suspended or stopped by the COMMISSION
- 8.2 Work stoppages may be required at the discretion of COMMISSION, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this AGREEMENT, realignment of programs, and lack of adequate funding or advancements in the state-of-the-art.
 - a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
 - b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.
- 8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and will be modified if appropriate in the sole discretion of the COMMISSION. Any modifications are at the discretion of the COMMISSION. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.
- 8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:
 - a. cancel the stop-work order, in full or in part;
 - b. eliminate the work covered by such order; or
 - c. authorize resumption of work.
- 8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the AGREEMENT shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of

work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
 - b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.
- 8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this AGREEMENT.
- 8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.
- 8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this AGREEMENT.

Article 9: Disputes

- 9.1 Except as otherwise provided by law, or this AGREEMENT, any dispute arising under this AGREEMENT shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.
- 9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article 10: Arbitration

- 10.1 Any dispute between the parties to this AGREEMENT, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.
- 10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

- 10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements

a. Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all SUBRECIPIENTS with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party Subrecipients at ant tier under the PROJECT with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related nondiscrimination statutes and regulations in all programs and activities. DVRPC's website, www.dvrpc.org, may be translated into multiple languages. Publications and other public documents can be made available in alternative languages and formats, if requested. DVRPC public meetings are always held in ADA-accessible facilities, and in transit-accessible locations when possible. Auxiliary services can be provided to individuals who submit a request at least seven days prior to a public meeting. Requests will be accommodated to the greatest extent possible. Any person who believes they have been aggrieved by an unlawful discriminatory practice by DVRPC under Title VI has a right to file a formal complaint. Any such complaint may be in writing and filed with DVRPC's Title VI Compliance Manager and/or the appropriate state or federal agency within 180 days of the alleged discriminatory occurrence. For more information on DVRPC's Title VI program or to obtain a Title VI Complaint Form, please visit: www.dvrpc.org/GetInvolved/TitleVI, call (215) 592-1800, or email public_affairs@dvrpc.org.

b. Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party SUBRECIPIENTS at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e; 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. SUBRECIPIENT agrees that full consideration will be given to all eligible, qualified applicants without regard to age,

ancestry, color, disability, domestic or sexual violence victim status, ethnicity, familial status, gender identity or expression, genetic information, marital status, medical condition (including pregnancy), national origin, race, religion, sex, or sexual orientation; or any other basis protected by federal, state, or local law. Minority, female, and disabled applicants are encouraged to apply.

- ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the AGREEMENT. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

c. Disadvantaged Business Enterprise (DBE) Program

- i. The SUBRECIPIENT hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 26.
- ii. The SUBRECIPIENT agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The SUBRECIPIENT agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the SUBRECIPIENT is required by AGENCY regulations to have a DBE program, the DBE program must be in compliance with COMMISSION DBE Policy. The COMMISSION DBE Policy is incorporated by reference and made a part of this AGREEMENT. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notifying the SUBRECIPIENT of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

d. Nondiscrimination on the Basis of Age

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107 and implementing regulations, which prohibit discrimination on the basis of age.

e. Access Requirements for Persons with Disabilities

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. §5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.
- ii. USDOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 CFR part 27.
- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 CFR Part 1192 and 49 CRF Part 38.
- iv. US Department of Justice regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 CFR Part 35.
- v. US Department of Justice regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities, 28 CFR Part 36.
- vi. US General Services Administration regulations, Accommodations for the Physically Handicapped, 41 CFR Subpart 101-19.

vii. US Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act, 29 CFR part 1630.

viii. US Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled, 47 CFR Part 65, Subpart F.

ix. Federal Transit Administration (FTA) regulations, Transportation for Elderly and Handicapped Persons, 49 CFR part 609.

x. Any implementing requirements the FTA may issue.

Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

f. Confidentiality and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, Political Activity of State and Local Officers or Employees, Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. No funds under this AGREEMENT shall be used for any partisan political activity or to furnish the election or defeat of any candidate for public office.

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et. seq.).

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- b. Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties.

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "A Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901

et seq.

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§ 9601 et seq.

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

11.11 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the regulations of the AGENCY, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this AGREEMENT.

11.12 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this AGREEMENT, including procurement of materials which shall be secured in compliance with 2 CFR 200, AGENCY regulations, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this AGREEMENT, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the incorporation of provisions outlined in Article 11: Federal Requirements, SUBRECIPIENT shall be required to incorporate all applicable provisions outlined in Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances.

Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances

By executing this AGREEMENT, the SUBRECIPIENT, HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through **Federal Highway Administration ("FHWA")**, **Federal Transit Administration ("FTA")**, and **Federal Aviation Administration ("FAA")**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the SUBRECIPIENT receives Federal financial assistance from DOT, including the FHWA, FTA, and/or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non--discrimination statutes and requirements to include all programs and activities of the SUBRECIPIENT, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the SUBRECIPIENT agrees with and gives the following Assurances with respect to its Federally assisted activities as identified in the **Unified Planning Work Program of the COMMISSION**:

1. The SUBRECIPIENT agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to

an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The SUBRECIPIENT will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **activities as identified in the Unified Planning Work Program of the COMMISSION** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"SUBRECIPIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The SUBRECIPIENT will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The SUBRECIPIENT will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a SUBRECIPIENT.
5. That where the SUBRECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the SUBRECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the SUBRECIPIENT will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the SUBRECIPIENT with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the SUBRECIPIENT for the period during which Federal financial assistance is extended to the program, except

where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the SUBRECIPIENT, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the SUBRECIPIENT retains ownership or possession of the property.
9. The SUBRECIPIENT will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this AGREEMENT and agreeing to the terms of this ASSURANCE, **SUBRECIPIENT** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

SUBRECIPIENT gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **COMMISSION's Unified Planning Work Program**. This ASSURANCE is binding on the **Commonwealth of Pennsylvania and the State of New Jersey**, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the various activities as identified in the Unified Planning Work Program of the **COMMISSION**.

12.1 APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **FHWA, FTA, and/or FAA**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the SUBRECIPIENT or the **FHWA, FTA, and/or FAA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the SUBRECIPIENT will impose such contract sanctions as it or the **FHWA, FTA, and/or FAA** may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the SUBRECIPIENT to enter into any litigation to protect the interests of the SUBRECIPIENT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.2 APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of the **COMMISSION's Unified Planning Work Program**, and the policies and procedures prescribed by the **FHWA, FTA, and/or FAA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto **SUBRECIPIENT** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **SUBRECIPIENT** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on **SUBRECIPIENT**, its successors and assigns.

SUBRECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that **SUBRECIPIENT** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

12.3 APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by **DVRPC** pursuant to the provisions of Assurance 7(a):

A. The (*grantee, lessee, permittee, etc. as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [*in the case of deeds and leases add "as a covenant running with the land"*] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.4 APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **DVRPC** pursuant to the provisions of Assurance 7(b):

- A. The (*grantee, licensee, permittee, etc., as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree (*in the case of deeds and leases add, "as a covenant running with the land"*) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (*grantee, licensee, lessee, permittee, etc.*) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

12.6 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et

- seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid SUBRECIPIENTS, and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Article 13: Interest of Members of the COMMISSION and Others

- 13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this AGREEMENT or the proceeds thereof.

Article 14: Interest of the SUBRECIPIENT

- 14.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this AGREEMENT. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

Article 15: Interest of Members of Congress

- 15.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT, or to any benefit therefrom.

Article 16: Audit and Inspection of Records

- 16.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this AGREEMENT in accordance with generally accepted accounting principles and procedures. All costs charged against this AGREEMENT shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractor to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this AGREEMENT. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this AGREEMENT, are subject to audit by the COMMISSION.
- 16.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.
- 16.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this AGREEMENT for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period.

- 16.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.
- 16.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this AGREEMENT.

Article 17: Identification of Documents

- 17.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or a policy of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 18: Publicity

- 18.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION's Office of Communications and Engagement. Press release and public dissemination requests should be sent to public_affairs@dvrpc.org. Any and all press releases shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 19: Rights in Data, Copyrights, and Disclosure

- 19.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this AGREEMENT by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any

tier, purchases ownership financed under this AGREEMENT.

- 19.2 Definition. The term "data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this AGREEMENT. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.
- 19.3 Data submitted to and accepted by the COMMISSION under this AGREEMENT shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.
- 19.4 No data developed or prepared in whole or in part under this AGREEMENT shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this AGREEMENT. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.
- 19.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.
- 19.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

Article 20: Confidentiality

- 20.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this AGREEMENT that are of direct interest to the COMMISSION.
- a. The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a

part of a larger PROJECT still under the supervision of the COMMISSION.

- b. When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

- 20.2 After the AGREEMENT period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 21: Patent Rights

- 21.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or SUBRECIPIENT, in the course of, in connection with, or under the terms of this AGREEMENT, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third-party contract as described in the U. S. Department of Commerce regulations A Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements 37 C.F.R. Part 401.

Article 22: Liquidated Damages

- 22.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the AGREEMENT amount from Federal funds made available under this AGREEMENT, to be used as a set off for reimbursing the COMMISSION for the cost to administer this AGREEMENT should performance extend beyond the period of performance set forth in the Time of Performance Section of this AGREEMENT.
- 22.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this AGREEMENT. These liquid damages are to compensate the COMMISSION for delay and do not limit the COMMISSION from any other applicable recovery for damages. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.
- 22.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage.

- 22.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 23: Invoice Forms and Payroll Records

Invoice forms used by the SUBRECIPIENT should be in compliance with Article 6 hereof are attached hereto. Invoices must be approved by SUBRECIPIENT project manager.

- 23.1 Payroll records submitted by the SUBRECIPIENT should agree with the total personnel cost of the invoice and be approved by the SUBRECIPIENT project manager

Article 24: Certification of Non-collusion

- 24.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:

- a. been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this AGREEMENT, employed or retained or agreed to employ or retain, any firm or person;
- b. been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this AGREEMENT;
- c. acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 25: Restrictions on Lobbying

- 24.2 The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 26: Entire Agreement

26.1 The AGREEMENT Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- a. No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- b. Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

Exhibit "B"

**Scope of Services, Unified Planning Work Program Description entitled
"City of Camden Supportive Regional Highway Planning Program"**

PROJECT: 21-61-060 City of Camden - Supportive Regional Highway Planning Program

Responsible Agency: Delaware Valley Regional Planning Commission

Program Coordinator: Kwan Hui

Project Manager: John Ward

Goals:

Improve the efficiency of the region's transportation network by participating in subregional transportation planning efforts.

Description:

Manage and maintain the general administration of the program and maintain coordination and cooperation with federal, state, regional, and local agencies. Maintain public participation in the transportation planning process. Identify, prioritize, and analyze a capital program of federal and state-funded transportation improvements reflecting local input and coordination with state and regional agencies. Monitor implementation of the capital improvements. Assess impact of proposed land use on transportation facilities and recommend Camden City's position on certain regional transportation improvements and programs. Maintain and update data files required for the comprehensive transportation planning effort. Monitor various transportation indicators (e.g., traffic counts and turning movements). Retrieve and disseminate information as required.

Tasks:

Task I - Administration

1. Perform general and contract administrative duties.
2. Prepare quarterly progress reports, expenditure reports, annual completion report, and participate in the development of the DVRPC Planning Work Program and Camden City SRHPP for the next fiscal year.
3. Perform public participation as appropriate.
4. Review transportation reports and correspondence and provide feedback.
5. Attend meetings, including DVRPC monthly RTC meetings, quarterly progress report meetings, Planning Work Program meetings, and special meetings as required. Present data to Camden City for its use.
6. Respond to information requests.
7. Conduct interagency liaison and coordination.

Task II - Transportation Improvement Program

1. Monitor Federal Aid and STATE-DVRPC Program progress.
2. Maintain and inventory TIP projects and update project status. Maintain channels of communication with DVRPC, NJDOT, and the public regarding project status.
3. Participate and assist in the TIP update and maintenance processes.
4. Review and provide feedback on NJDOT Capital Program Screening Committee (CPSC) and Capital Program Committee (CPC) project requests

5. Participate in project selection and evaluation processes, as appropriate, including DVRPC competitive programs.

Task III – Transportation Plan Maintenance

1. Monitor and evaluate the impact of proposed land development on existing and proposed highway and transit facilities.
2. Monitor certain state improvements.

Task IV - Transportation Planning Data and Analysis

1. NJDOT's Safety Voyager or NJDHTS's Numetric Crash Analysis tool. Maintain data supplied by NJDOT as a data source for transportation planning effort.
2. Maintain information on roadways and bridges, such as condition, cartway width, rights of way, age, etc.
3. Attend DVRPC IREG, future Imagery Acquisition, and other steering committee meetings.

Products:

1. Quarterly progress and expenditure reports.
2. Brief reports on meetings and seminars attended related to highway planning.
3. Annual completion report.
4. SRHPP for the subsequent fiscal year.
5. Adopted Transportation Improvement Program
6. City project proposals for consideration in next fiscal year's UPWP, if available.

Beneficiaries:

Camden City, Camden County, residents, businesses, and the region.

Project Cost and Funding:

FY	Total	Highway Program	Transit Program	Comprehensive Planning	Other *
2020	\$33,000				\$33,000
2021	\$30,000				\$30,000
2022					
2023					

* NJ TIP - DB #X30A - \$24,000 STBGP-PHILA - \$6,000 Match

Exhibit "C"

Budget Proposal

BUDGET PROPOSAL



ENTITY NAME: Camden City
 PROJECT NUMBER: 21-61-060
 SUBMITTED BY (name and title):
 DATE SUBMITTED:

DETAIL DESCRIPTION OF COST ELEMENTS			
1. DIRECT LABOR- Specify employee name and title	# Hours	Hourly Rate	Estimated Cost
			(FOR ALL TASKS)
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUB-TOTAL			\$ -
2. FRINGE & OVERHEAD:	Rate	Direct Labor Base	Estimated Cost
Fringe		\$ -	\$ -
Overhead		\$ -	\$ -
SUB-TOTAL			\$ -
TOTAL DIRECT LABOR, FRINGE & OVERHEAD			\$ -
3. NONLABOR EXPENSES:			Estimated Cost
Materials			
Travel			
SUB-TOTAL			\$ -
GRAND TOTAL			\$ -
UPWP BUDGET TOTAL			\$ 30,000.00
VARIANCE (must be \$0)			\$ (30,000.00)
LESS: MATCH AMOUNT			\$ (6,000.00)
NET PAYABLE			\$ 24,000.00

MBS:dh
02-09-21

R-20

**RESOLUTION AUTHORIZING A TEMPORARY EMERGENCY
APPROPRIATION IN THE AMOUNT OF \$30,000.00 INTO THE BUDGET FROM
THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION**

WHEREAS, funds have become available through a grant from the Delaware Valley Regional Planning Commission, and no adequate provision has been made in the 2021 temporary budget for the aforesaid purpose N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, of not less than two-thirds of all the members of City Council thereof affirmatively concurring, that in accordance with provisions of N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation be and the same is hereby made for the Delaware Valley Regional Planning Commission, to underwrite administrative costs in the amount of \$30,000.00.

2. That said emergency temporary appropriation will be provided for in the temporary budget under the title of:


"Delaware Valley Regional Planning Commission, Transit Support Program" -
\$30,000.00

3. That one certified copy of this resolution be filed with the Director of Local Government Services.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2020

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Resolution approving a temporary appropriation for the Delaware Valley Regional Planning Commission in the amount of \$30,000.00 for the Transit Support Planning Grant Program (21-63-060).

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to accept said grant from the Delaware Valley Regional Planning Commission to offset administrative costs for staff members from the Department of Planning and Development.

BIDDING PROCESS:N/A

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

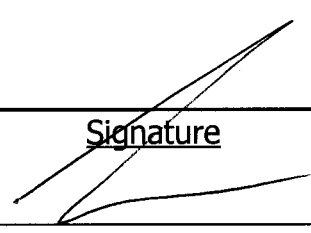
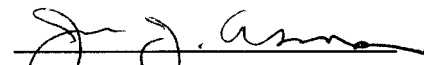
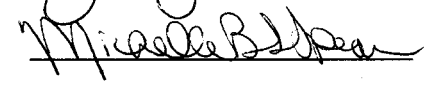
APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$30,000.00



Waiver Attached for State (DCA) Approval

*Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/15/21</u>	
Approved by Grants Management:	_____	_____
		(If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>1-19-21</u>	
Received by City Attorney:	<u>1/27/21</u>	

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

(Name) Please Print

(Extension #)

Prepared By: _____

Contact Person: _____

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

R-21

MBS:dh
02-09-21

**RESOLUTION ACCEPTING A GRANT FROM THE DELAWARE VALLEY
REGIONAL PLANNING COMMISSION (DVRPC) FOR THE SUPPORTIVE HIGHWAY
REGIONAL PLANNING PROGRAM IN THE AMOUNT OF \$36,747.00**

WHEREAS, the City of Camden applied for and received a grant from the Delaware Valley Regional Planning Commission in the amount of \$36,747.00; and

WHEREAS, the grant proceeds will be used for the purpose to offset administrative costs for staff members from the Department of Planning and Development; and

WHEREAS, the City has a local match of \$15,947.00; and

WHEREAS, the City desires to accept the grant from the Delaware Valley Regional Planning Commission; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the grant from the Delaware Valley Regional Planning Commission in the amount of \$20,800.00 with a local match of \$15,947.00 for a total amount of \$36,747.00.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such Grant.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2020

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Resolution accepting a grant from the Delaware Valley Regional Planning Commission in the amount of \$36,747.00 for the Transit Support Planning Grant Program (21-63-025).

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to accept said grant from the Delaware Valley Regional Planning Commission to offset administrative costs for staff members from the Department of Planning and Development.

BIDDING PROCESS:N/A

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

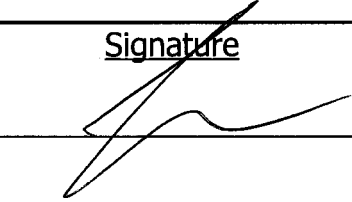
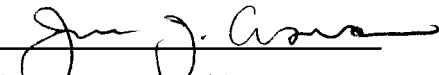
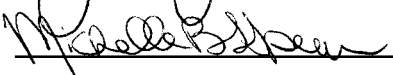
APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$36,747.00



Waiver Attached for State (DCA) Approval

*Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/15/21</u>	<u></u>
Approved by Grants Management:	<u> </u>	<u> </u> (If applicable)
Approved by Finance Director:	<u> </u>	<u> </u>
<input type="checkbox"/> CAF –Certifications of Availability of Funds	<u> </u>	<u> </u>
Approved by Purchasing Agent:	<u> </u>	<u> </u>
Approved by Business Administrator:	<u>1-19-21</u>	<u></u>
Received by City Attorney:	<u>1/27/21</u>	<u></u>

(Name) Please Print

(Extension #)

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

*****Please attach all supporting documents*****

Prepared By: _____
Contact Person: _____

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

Amount: \$36,747

No. 21-63-025

AGREEMENT

BY AND BETWEEN

DELAWARE VALLEY REGIONAL PLANNING COMMISSION

AND

CITY OF CAMDEN, NEW JERSEY

This agreement, hereinafter referred to as the AGREEMENT, made at Philadelphia, Pennsylvania, this _____ day of _____, 2020, by and between the Delaware Valley Regional Planning Commission, a body politic and corporate, created by Act No. 103 of June 30, 1965, P.L. 153, reenacted and amended by Act 43 of June 30, 1967, P.L. 155, of the Session of the General Assembly of Pennsylvania, and the Legislature of the State of New Jersey in Chapter 149 of the Laws of 1966, as amended and supplemented, having its principal office at the American College of Physicians Building, 190 N. Independence Mall - West, Philadelphia, Pennsylvania, 19106, hereinafter referred to as the COMMISSION;

AND

City of Camden, New Jersey, having its principal office at Department of Development and Planning, P.O. Box 95120, Camden, New Jersey 08101-5120 hereinafter referred to as the SUBRECIPIENT.

WITNESSETH:

WHEREAS, the COMMISSION has entered into Agreement with the New Jersey Department of Transportation, hereinafter referred to as the AGENCY, whereby the COMMISSION is to perform certain obligations under its Agreement in the accomplishment of a grant from the AGENCY as follows:

Agency	Funds	Source of Funds	Date
New Jersey Department of Transportation	\$20,800	Federal Transit Administration New Jersey	July 1, 2020

WHEREAS, the SUBRECIPIENT will perform certain services under this AGREEMENT in connection with Project No. 21-63-025, "City of Camden Transit Planning Program," in the COMMISSION's FY2021 Unified Planning Work Program, which is effective July 1, 2020, hereinafter referred to as the PROJECT; and

WHEREAS, the SUBRECIPIENT is qualified to perform the services as herein set forth, being duly selected in accordance with the COMMISSION's SUBRECIPIENT Selection Procedures; and

WHEREAS, the PROJECT will be coordinated by the COMMISSION's Executive Director, or designee, with other elements of the COMMISSION's overall program of regional planning, to avoid duplication of effort and to ensure that all activities in the program are compatible and interrelated;

Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction and management of the PROJECT, and shall have oversight of the PROJECT and be administratively responsible to the COMMISSION.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter expressed, and intending to be legally bound hereby, the parties hereto agree as follows:

Section 1: General Conditions

1.1 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT agrees to perform such services as are specified in: (1) this AGREEMENT; (2) Exhibit "A," the Standard Articles of Agreement for Subrecipients; and (3) Exhibit "B," Scope of Services, Unified Planning Work Program Description entitled,

"City of Camden Transit Planning Program." Exhibit "A" and Exhibit "B" are attached hereto and are incorporated by reference.

1.2 During the term of this AGREEMENT requests to modify either the scope or budget shall be made in writing to the COMMISSION's Contracts Manager.

John Griffies
Contracts Manager
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520
jgriffies@dvrpc.org

Section 2: Contract Funding

2.1 The total cost of the PROJECT shall not exceed \$36,747 with approved funding as follows:

Funds Provided by AGENCY: \$20,800

SUBRECIPIENT Local Match: \$15,947

Total Amount: \$36,747

Section 3: Method of Payment

3.1 Payment to the SUBRECIPIENT for work performed shall be on a cost-reimbursable basis with payments based on the submission of invoices and progress reports documenting the work completed during the period reported.

3.2 SUBRECIPIENT's spending will be in accordance with the Budget Proposal attached and made part of this AGREEMENT as Exhibit "C."

A. If SUBRECIPIENT intends to utilize any external consultant(s) to perform work in furtherance of the PROJECT, SUBRECIPIENT shall provide an anticipated cost for each external consultant in the Budget Proposal. Upon selection of any external consultant(s), SUBRECIPIENT shall notify the COMMISSION in writing indicating the selected external consultant(s) and provide a modified Budget Proposal including a separate budget proposal for the consultant(s). Upon review, the COMMISSION will provide a letter informing that the modified Budget Proposal has been approved and will be incorporated to this

AGREEMENT as outlined in Section 5.2 of the Standard Articles for Subrecipients.

3.3 The amount payable by the COMMISSION to the SUBRECIPIENT shall not exceed Twenty Thousand Eight Hundred Dollars (\$20,800). The SUBRECIPIENT understands and agrees that reimbursement of costs will be after receipt of AGENCY funds by the COMMISSION.

3.4 As outlined in Article 6.1 in the Standard Articles of Agreement for Subrecipients, Exhibit "A," SUBRECIPIENT shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org.

A. All invoices must consist of:

1. Assigned cover page with the total reimbursement request amount;
2. Breakdown of costs as per the contract pricing proposal format with staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
3. Receipts for Direct Expenses;
4. Copies of all subconsultant invoices; and
5. Progress Report for the Reporting Period.

Section 4: Administration of AGREEMENT

4.1 The Executive Director of the COMMISSION, or his/her designee, shall be the authorized agent to act on behalf of the COMMISSION in the administration of this AGREEMENT, and shall give notices, issue change orders, and otherwise represent the COMMISSION in the negotiation of matters arising out of this AGREEMENT.

4.2 The Principal of the SUBRECIPIENT, or his/her designee, shall be the authorized agent to act on behalf of the SUBRECIPIENT in the administration of this AGREEMENT and in the negotiation of matters arising out of this AGREEMENT.

Section 5: Time of Performance

5.1 As the PROJECT start date is July 1, 2020, the effective date of the COMMISSION'S FY2021 Unified Planning Work Program, SUBRECIPIENT may commence work as of that date. The SUBRECIPIENT shall complete work on the PROJECT no later than June 30, 2021.

Section 6: Coordination and Cooperation

6.1 The SUBRECIPIENT agrees to provide the COMMISSION with sufficient copies of all materials and documents, in a timely manner, which are necessary for the COMMISSION to meet its obligations to the AGENCY.

6.2 The SUBRECIPIENT understands that the services to be provided by the SUBRECIPIENT inform the COMMISSION's overall planning program and must be provided in accordance with the COMMISSION's schedule.

Section 7: Title VI Policy & Self-Certification:

7.1 The COMMISSION has adopted the following policy statement as part of its Title VI Compliance Plan:

The Delaware Valley Regional Planning Commission (DVRPC) assures that no person shall on the grounds of race, color, or national origin, as provided by Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any agency-sponsored program or activity. Nor shall sex, age, or disability stand in the way of fair treatment of all individuals.

The COMMISSION further assures that every effort will be made to ensure nondiscrimination in all of its programs and activities, whether those programs and activities are federally funded or not.

In the event that the COMMISSION distributes federal aid funds to another entity, THE COMMISSION will include Title VI language in all written agreements and will monitor for compliance. Title VI compliance is a condition of the receipt of federal funds.

The COMMISSION's Executive Director and Title VI Compliance Manager are authorized to ensure compliance with provisions of this policy and with the law, including the requirements of Title 23 Code of Federal Regulations (CFR) 200 and Title 49 CFR 21.

The COMMISSION acknowledges its responsibility for initiating and monitoring Title VI activities, preparing required reports and other responsibilities as required by Title 23 Code of Federal Regulations (CFR) 200 and by Title 49 CFR Part 21.

The COMMISSION requires verification of the compliance of SUBRECIPIENT with Title VI provisions of the Civil Rights Act of 1964, per state and federal guidance for all new contracts entered into by the COMMISSION. The COMMISSION reserves the right to conduct subsequent Title VI compliance reviews on any SUBRECIPIENT during a contract.

7.2 As part of its verification of compliance with Title VI, the COMMISSION requires the following Self-Certification. All duly authorized representatives of the SUBRECIPIENT must certify that:

A. The SUBRECIPIENT understands that compliance with Title VI of the Civil Rights Act of 1964 {42 U.S.C. 2000d}, the Civil Rights Restoration Act of 1987, and other nondiscrimination statutes is a requirement for receiving federal funds.

B. During the performance of this contract, the SUBRECIPIENT, for itself, its assignees, and successors in interest, agree as follows:

1. Compliance with Regulations

The SUBRECIPIENT shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter referred to as DOT), Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination

The SUBRECIPIENT, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The SUBRECIPIENT shall not participate either directly or indirectly in discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Procurement of Materials & Equipment

In all solicitations either by competitive bidding or negotiations made by the SUBRECIPIENT for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUBRECIPIENT of the SUBRECIPIENT obligations under this contract and the Regulations relative to nondiscrimination on the ground of race, color, sex, or national origin.

4. Information and Reports

The SUBRECIPIENT shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by appropriate federal or state agency to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a SUBRECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, the SUBRECIPIENT shall so certify to appropriate federal or state agency as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance

In the event of the SUBRECIPIENT noncompliance with the nondiscrimination provisions of this contract, DVRPC shall impose such contract sanctions as it or the appropriate federal or state agency may determine to be appropriate, including, but not limited to, withholding of payments to the SUBRECIPIENT under the contract until the SUBRECIPIENT complies; and/or cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs (1) through (5) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontractor or procurement as may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the SUBRECIPIENT may request DVRPC enter into such litigation to protect the interests of the state and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States

C. The SUBRECIPIENT will ensure that, as per paragraph 6 above, paragraphs 1-5 will be included in all subcontracts.

Section 8: Special Conditions:

8.1 By executing this AGREEMENT, the SUBRECIPIENT hereby specifically agrees to Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances of Exhibit "A," the Standard Articles of Agreement for Subrecipients.

8.2 Electronic, digital, or pdf signatures delivered by email shall constitute a legal and binding signature to this AGREEMENT.

IN WITNESS WHEREOF, the COMMISSION and the SUBRECIPIENT have executed this AGREEMENT as of the date above first written, intending to be legally bound hereby.

ATTEST:

DELAWARE VALLEY REGIONAL
PLANNING COMMISSION

(SEAL)

By: _____
Barry Seymour, Executive Director

Date: _____

ATTEST:

CITY OF CAMDEN, NEW JERSEY

Dr. Edward C. Williams
(SEAL)

By: _____
Francisco Moran, Mayor

Date: _____

Federal Information:

Type of Grant: Department of Transportation (FTA)
Program: Metropolitan Transportation Planning (FTA)
CFDA Number: 20.505 (FTA)
Federal Funds: \$20,800

Contact Information:

For the SUBRECIPIENT

Dr. Edward C. Williams, PP, AICP, CSI, Director
Department of Development and Planning
City of Camden, New Jersey
P.O. Box 95120
Camden, NJ 08101-5120
SUBRECIPIENT DUNS #: 077069581
856-757-7214
edwillia@ci.camden.nj.us

For COMMISSION

John R. Griffies
Contracts Manager
The Delaware Valley Regional Planning Commission
190 N. Independence Mall West
Philadelphia, PA 19106
COMMISSION DUNS#: 069056547
215-238-2925
jgriffies@dvrpc.org

Exhibit "A"

Standard Articles of Agreement for Subrecipients



Standard Articles of Agreement for Subrecipient

Revision Date: August 2020

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Article 1: Responsibilities and Services of the SUBRECIPIENT

- 1.1 Consistent with the COMMISSION's responsibilities to the AGENCY, as its agent and coordinator for the PROJECT, the SUBRECIPIENT shall be responsible for the technical direction, management and conduct of the PROJECT.
- 1.2 The COMMISSION hereby agrees to engage the SUBRECIPIENT and the SUBRECIPIENT shall perform in a satisfactory and proper manner, as determined by the COMMISSION, such services as are specified by the AGREEMENT and Exhibit "B", Scope of Services, hereinafter referred to as the PROJECT, which is attached hereto and made a part hereof.
- 1.3 The SUBRECIPIENT hereby agrees to administer the AGREEMENT in compliance with all applicable law and in accordance with all requirements and regulations of the AGENCY and COMMISSION. The SUBRECIPIENT understands that requirements and regulations may change, however, the most recent of any AGENCY requirements or regulations will govern the administration of this AGREEMENT at any particular time.
- 1.4 The SUBRECIPIENT bears primary responsibility for the administration and success of the PROJECT. Although the SUBRECIPIENT is encouraged to seek the advice and opinions of the COMMISSION and the AGENCY on problems that may arise, the giving of such advice shall not shift the responsibility for final decisions to the COMMISSION and/or the AGENCY.
- 1.5 The SUBRECIPIENT hereby agrees to furnish its services in accordance with this AGREEMENT and all applicable professional standards. All of the services specified by this AGREEMENT shall be performed by the SUBRECIPIENT and its employees or contractor under the supervision of a qualified Project Manager as shall be designated by the SUBRECIPIENT and approved by the COMMISSION.

The SUBRECIPIENT agrees that the COMMISSION shall not be subject to any obligations, liabilities to any contractor or any other person not party to this AGREEMENT.

- 1.6 The personnel required to perform the services specified by this AGREEMENT shall be procured by the SUBRECIPIENT. All procurement expenses shall be borne by the SUBRECIPIENT. All personnel engaged in performing the services specified by this AGREEMENT shall be fully qualified and authorized or permitted under Federal, State and local law to perform such services. Such personnel shall not be employees of, or have any contractual relationship with the COMMISSION. For any major changes in personnel including changes of personnel who are named in any grant application, the SUBRECIPIENT will submit their request in writing prior to any planned personnel changes.

1.7 The SUBRECIPIENT is required to be in compliance with the COMMISSION'S SUBRECIPIENT Monitoring Policy for risk assessment of grants to determine appropriate monitoring activities and frequency of progress report submission. The SUBRECIPIENT must complete and certify the pre-award risk assessment form, See Attachment 1. SUBRECIPIENT shall also submit summary progress reports, in accordance with the risk level assessment which will be communicated by the COMMISSION. The SUBRECIPIENT must submit progress reports, invoices, and supporting documents to the COMMISSION no later than thirty (30) days after the close of the preceding quarter unless otherwise directed. These reports shall be in narrative form, divided by tasks as specified in the Scope of Services. These reports shall include the percentage of progress for each project for the specified time period and be up-to-date. When applicable, these reports shall indicate when established goals are not met, or when a delay has occurred or is anticipated. If there are difficulties encountered, the report must include a narrative description and the SUBRECIPIENT's proposed solution(s) to the issue(s).

1.8 Prior to the preparation and completion of final reports, maps, and other documents specified by this AGREEMENT, the SUBRECIPIENT shall provide the specified number of copies of such reports, maps and other documents in draft form to the COMMISSION for discussion, review, and approval.

The SUBRECIPIENT shall solicit and submit with the draft reports, maps, or other documents, comments from policy, technical and citizen advisory committees; local and regional planning agencies; transit operators and political jurisdictions affected by the PROJECT's recommendations. These comments should be focused on the nature and objectives of the PROJECT, report findings and final recommendations and be in a form reasonably acceptable to the COMMISSION.

1.9 The SUBRECIPIENT hereby agrees to provide adequate insurance coverage for its employees working on the PROJECT, accept full responsibility for the deduction and payment of all unemployment insurance, social security, State and Federal taxes, and any other taxes or payroll deductions required by law for its employees.

1.10 The SUBRECIPIENT shall indemnify, save, and hold the COMMISSION and the AGENCY, their officers, employees and agents acting within their official duties, harmless from any and all claims, demands and actions based upon or arising out of any services performed by the SUBRECIPIENT's officers, employees or agents under this AGREEMENT, and shall defend any and all actions brought against the COMMISSION or AGENCY based upon any such claims or demands unless COMMISSION and/or AGENCY elect otherwise. The sole legal recourse for SUBRECIPIENT lies with COMMISSION as outlined in Article 9: Disputes

and there shall be no claims, demands, or any recourse with the AGENCY or any federal agency.

- 1.11 None of the services specified by this AGREEMENT shall be subcontracted by the SUBRECIPIENT without prior approval of the COMMISSION.
- 1.12 All subcontracts entered into by the SUBRECIPIENT shall contain or otherwise reference and incorporate all of the provisions of these Standard Articles of Agreement.
- 1.13 The SUBRECIPIENT shall maintain a written code or standard of conduct that governs the performance of its officers, employees, board members, or agents engaged in the award and administration of third-party contracts or subcontracts supported by Federal assistance. The code of standard shall prohibit officers, employees, board members, or agents participating in the selection, award or administration of a third party contract or subagreement supported by Federal assistance if a real or apparent conflict of interest would be involved.

Article 2: Assignability

- 2.1 The SUBRECIPIENT shall not assign any interest in this AGREEMENT, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the COMMISSION.

Article 3: Oversight

- 3.1 In order for the COMMISSION to meet its obligations to the AGENCY, COMMISSION will have general oversight over the content and technical quality of the services performed as specified by this AGREEMENT.

Article 4: Responsibilities of the COMMISSION

The COMMISSION, as Grant recipient and coordinator for the PROJECT shall:

- 4.1 Coordinate the PROJECT with all other projects in its Program on a continuing basis to avoid duplication of effort and to ensure that all activities in its Program are compatible and interrelated.
- 4.2 Provide basic technical assistance to the SUBRECIPIENT required during the development of the PROJECT.
- 4.3 Provide data existing in the COMMISSION's data file to the SUBRECIPIENT. The cost for this data shall be only that of reproduction or processing. The SUBRECIPIENT shall return to the COMMISSION such information, data, reports, and records as the COMMISSION shall request, and the SUBRECIPIENT shall treat as confidential any materials which may be stipulated by the COMMISSION.

- 4.4 Prepare periodic progress reports as required by the AGENCY, incorporating the project progress reports prepared by the SUBRECIPIENT.
- 4.5 Conduct a review of the administration of the PROJECT, as appropriate, to determine whether the SUBRECIPIENT has efficiently complied with policies, procedures and regulations of the AGENCY and the obligations of this AGREEMENT.
- 4.6 Ensure that all procedures and records will be maintained in conformance with Federal and State Audit Standards and Regulations.

Article 5: Changes and Amendments

- 5.1 Administrative changes, such as a change in the designation of the representative of the COMMISSION, or of the office to which a report is to be transmitted, constitute changes to this AGREEMENT and do not affect the substantive rights of the COMMISSION or the SUBRECIPIENT. Such changes may be issued unilaterally by the COMMISSION and do not require the concurrence of the SUBRECIPIENT. Such changes will be in writing and will be affected by a letter from the COMMISSION to the SUBRECIPIENT.
- 5.2 No modifications, changes, corrections, and/or additions to this AGREEMENT shall be binding unless approved in writing by an authorized representative of the COMMISSION.

The COMMISSION may issue Authorization letters or written approval for the following instances:

- a. When the SUBRECIPIENT's request for a budget reallocation of greater than 5% of the total PROJECT costs is approved.
 - b. When the SUBRECIPIENT's request for a budget increase that does not exceed 5% of the total PROJECT costs is approved.
 - c. When the SUBRECIPIENT's request for an extension of the completion date as outlined in Section 5: Time of Performance of the AGREEMENT is approved.
 - d. When the SUBRECIPIENT's request for modifications, changes and/or clarifications to the Scope of Services which do not substantively alter the PROJECT and/or services to be performed is approved.
- 5.3 For any major PROJECT changes which substantially alter the rights of either party, the cost of the PROJECT, or any major phase thereof, which substantially alter the objective or scope of the PROJECT, or which substantially reduces the time or effort devoted to the PROJECT on the part of the SUBRECIPIENT, the SUBRECIPIENT will be required to request for a formal AGREEMENT amendment.

- 5.4 No formal amendment may be entered into unless the COMMISSION has received timely notification of the proposed PROJECT change(s). However, if the COMMISSION determines that circumstances justify such action, they may receive and act upon any request for formal amendment submitted prior to final payment under this AGREEMENT. Formal amendments may be executed subsequently only with respect to matters which are the subject of final audit or dispute appeals.
- 5.5 Copies of either or both amendments to the AGREEMENT and letters authorizing changes will be attached to the original of this AGREEMENT and to each copy. Such letters and amendments will then become a part thereof.
- 5.6 The COMMISSION shall prepare all formal amendments. Formal amendments shall be identified by consecutive letters after the AGREEMENT number.

Article 6: Compensation and Method of Payment

- 6.1 CONTRACTOR shall send invoices to the attention of the Accounting Department. Invoices can be submitted by email to invoices@dvrpc.org. Each invoice shall consist of:
- a. A signed cover page with the total reimbursement request amount;
 - b. Breakdown of costs as per the contract pricing proposal format; Please include staff names, number of hours worked, payroll rate; overhead, direct expenses, subconsultant costs and fees;
 - c. Receipts for Direct Expenses;
 - d. Copies of all subconsultant invoices; and
 - e. Progress Report for the Reporting Period.
- 6.2 Allocability of PROJECT costs shall be in accordance with the following:
- a. The costs must be reasonable within the scope of the PROJECT.
 - b. The cost is allocable to the extent of benefit properly attributable to the PROJECT.
 - c. Such costs must be in accordance with generally accepted accounting principles (GAAP) and 2 C.F.R. 200.
 - d. The cost must not be allowable to or included as cost of any other federally assisted program in any accounting period (either current or prior).
 - e. Such costs must be net costs to the CONTRACTOR (i.e., the price paid minus any refunds, rebates or discounts).
 - f. The CONTRACTOR may not delegate or transfer his responsibility for the use of the funds set forth in this AGREEMENT.
 - g. Overhead and fringe rates are final based on invoiced bills.

Costs must conform to all applicable law including Federal Regulations. Specifically, Costs must adhere to 2 C.F.R. 200 titled Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. For-private organizations, Federal Acquisition Regulation, 48 CFR Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" may apply.

- 6.3 The CONTRACTOR shall be paid for progress and final invoices after the COMMISSION has received the appropriate payment from the AGENCY.
- 6.4 Compensation and method of payment are subject to all special conditions set forth in the Special Conditions Section of this AGREEMENT.

Article 7: Termination of Agreement for Cause and/or Convenience

- 7.1 If, through any cause, the SUBRECIPIENT shall fail to fulfill in a timely and proper manner its obligations under this AGREEMENT, or if the SUBRECIPIENT shall violate any of the covenants, agreements or stipulations of this AGREEMENT, the COMMISSION shall thereupon have the right to terminate this AGREEMENT.
- 7.2 The COMMISSION shall have the right to terminate this AGREEMENT for convenience whenever the COMMISSION shall determine that such termination is in the best interests of the COMMISSION.
- 7.3 This AGREEMENT shall be terminated immediately if for any reason the AGENCY terminates, or in any other manner eliminates funds made available to the SUBRECIPIENT by this AGREEMENT.
- 7.4 The COMMISSION shall confirm such termination in writing. The effective date of the termination shall be the date of notification. Upon notification of termination, the SUBRECIPIENT must stop incurring costs and cease performance immediately.
- 7.5 Upon termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports, whether in graphic or electronic format, prepared by the SUBRECIPIENT or their consultants shall, at the option of the COMMISSION, become the property of the COMMISSION. The SUBRECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.
- 7.6 Notwithstanding any provision to the contrary the above, the SUBRECIPIENT shall not be relieved of liability to the COMMISSION for damages sustained by the COMMISSION by virtue of any breach of this AGREEMENT by the SUBRECIPIENT, and the COMMISSION may withhold any payments to the SUBRECIPIENT for the purpose of set-off until such time as the exact amount of damages due to the COMMISSION from the SUBRECIPIENT for breach of this AGREEMENT is determined.

- 7.7 Prior to termination for cause, the SUBRECIPIENT shall be provided official notice in writing and an opportunity to cure. SUBRECIPIENT shall respond within five (5) days of the date of the official notice and must include a detailed plan of action to cure the cause and/or default of any term of this AGREEMENT. SUBRECIPIENT will have ten (10) days from the date of the official notice to implement plan of corrective action.
- 7.8 The Parties may enter into an Agreement to terminate the PROJECT at any time pursuant to the terms which are consistent with these Articles of Agreement. The Agreement shall establish the effective date of termination of the PROJECT, the basis for settlement of the PROJECT termination costs, and the amount and date of payments of any sums due either party. The COMMISSION shall prepare the termination document.
- 7.9 The SUBRECIPIENT may not unilaterally terminate the PROJECT work set forth in this AGREEMENT. If, during the development of the PROJECT, conditions should change that would warrant complete or partial termination, the SUBRECIPIENT shall give written notice to the COMMISSION of a request for termination and direct the correspondence to:

Executive Director
Delaware Valley Regional Planning Commission
190 N. Independence Mall West, 8th Floor
Philadelphia, PA 19106-1520

If the COMMISSION determines that there is a good cause for the termination of all or any portion of the PROJECT set forth in this AGREEMENT, the COMMISSION may enter into a termination agreement or unilaterally terminate the PROJECT pursuant to Article 7.4, effective with the date of cessation of this PROJECT. If the COMMISSION determines that the SUBRECIPIENT has ceased work on the PROJECT without good cause, the COMMISSION may unilaterally terminate the PROJECT pursuant to Article 7.4 of this AGREEMENT, or annul the AGREEMENT pursuant to this Article.

- 7.10 Upon termination, the SUBRECIPIENT must refund or credit to the COMMISSION that portion of any funds paid or owed the SUBRECIPIENT and allocable to the terminated PROJECT work, except such portion thereof as may be required to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable. The SUBRECIPIENT shall not make any new commitments without COMMISSION approval. The SUBRECIPIENT shall reduce the amount of outstanding commitments insofar as possible and report to the COMMISSION the uncommitted balance of funds set forth in this AGREEMENT. The allocability of termination costs will be determined in conformance with applicable Federal cost principles.

Article 8: Suspension of Agreement - Stop Work Orders

- 8.1 Work on this PROJECT, or on a portion or phase of this PROJECT, can be ordered suspended or stopped by the COMMISSION
- 8.2 Work stoppages may be required at the discretion of COMMISSION, such as, but not limited to, default by the SUBRECIPIENT, failure to comply with the terms and conditions of this AGREEMENT, realignment of programs, and lack of adequate funding or advancements in the state-of-the-art.
 - a. Generally, use of a stop-work order will be limited to those situations where it is advisable to suspend work on the PROJECT or portion or phase of the PROJECT for important program or AGENCY considerations and a supplemental agreement providing for such suspension is not feasible.
 - b. Although a stop-work order may be used pending a decision to terminate by mutual agreement, or for other cause, it will not be used in lieu of the issuance of a termination notice after a decision to terminate has been made.
- 8.3 Prior to issuance, stop-work orders shall be discussed with the SUBRECIPIENT and will be modified if appropriate in the sole discretion of the COMMISSION. Any modifications are at the discretion of the COMMISSION. Stop-work orders will include (a) a clear description of the work to be suspended; (b) instructions as to the issuance of further orders to the SUBRECIPIENT for services; (c) an order to cease performance and stop incurring all further expenditures; and (d) other suggestions to the SUBRECIPIENT for minimizing costs.
- 8.4 Upon receipt of a stop-work order, the SUBRECIPIENT shall forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within the suspension period, or within any extension of that period to which the Parties shall have agreed, the COMMISSION shall, in writing, either:
 - a. cancel the stop-work order, in full or in part;
 - b. eliminate the work covered by such order; or
 - c. authorize resumption of work.
- 8.5 If a stop-work order is canceled or the period of the work, or any extension thereof expires, or upon authorization to resume the work, the SUBRECIPIENT shall promptly resume the previously suspended work. An equitable adjustment shall be made in the scheduled time frame, or in the Agreement amount, or both of these, and the AGREEMENT shall be amended accordingly, provided the SUBRECIPIENT asserts a written claim for such adjustment(s) within sixty (60) days after the end of the period of

work stoppage when any of the following occur:

- a. the stop-work order results in an increase in the SUBRECIPIENT's cost properly allocable to the performance of any part of the PROJECT; and/or
 - b. a stop-work order is not canceled and the PROJECT WORK covered by such order is within the scope of a subsequently issued termination order. Reasonable costs resulting from the stop-work order shall then be allowed in arriving at the termination settlement.
- 8.6 However, if the COMMISSION determines the circumstances do not justify an adjustment, it may receive and act upon any such claim asserted in accordance with Articles 9 and 10 of this AGREEMENT.
- 8.7 Costs shall not be allowable if incurred by the SUBRECIPIENT after a stop-work order is delivered, or within any extension of the stop-work period, with respect to the PROJECT work suspended by such order and which is not authorized by this Article or specifically authorized in writing by the COMMISSION.
- 8.8 Failure to agree upon the amount of an equitable adjustment due under a stop-work order shall constitute a dispute under this AGREEMENT.

Article 9: Disputes

- 9.1 Except as otherwise provided by law, or this AGREEMENT, any dispute arising under this AGREEMENT shall be decided by the COMMISSION who shall reduce its decision to writing and mail, or otherwise furnish a copy thereof to the SUBRECIPIENT.
- 9.2 A decision of the COMMISSION made pursuant to this Article shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the SUBRECIPIENT mails (certified mail, return receipt requested) or otherwise delivers to the COMMISSION a request for arbitration as set forth in Article 10 hereof.

Article 10: Arbitration

- 10.1 Any dispute between the parties to this AGREEMENT, which cannot be resolved by good faith negotiation between them, shall be submitted to the American Arbitration Association, whose decision shall be final and binding upon the parties and enforceable in any competent court having jurisdiction of the matter.
- 10.2 Arbitration proceedings may be initiated at the election of either party by giving ten (10) days written notice to the other, and to the Association, of his demand, and such proceedings shall be conducted according to the prevailing rules of the Association.

- 10.3 The costs for arbitration proceedings shall be borne by the parties, established by the American Arbitration Association. Arbitration costs may or may not be reimbursable; the AGENCY will consider each on an individual basis.

Article 11: Federal Requirements

11.1 Civil Rights Requirements

a. Prohibitions Against Discrimination

The SUBRECIPIENT agrees to comply with, and assure compliance of all SUBRECIPIENTS with all requirements of 49 U.S.C. § 5332, which prohibits discrimination on the basis on the race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity.

The SUBRECIPIENT agrees to comply with, and assure compliance by third party Subrecipients at ant tier under the PROJECT with Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, Executive Order 12898 on Environmental Justice, and related nondiscrimination statutes and regulations in all programs and activities. DVRPC's website, www.dvrpc.org, may be translated into multiple languages. Publications and other public documents can be made available in alternative languages and formats, if requested. DVRPC public meetings are always held in ADA-accessible facilities, and in transit-accessible locations when possible. Auxiliary services can be provided to individuals who submit a request at least seven days prior to a public meeting. Requests will be accommodated to the greatest extent possible. Any person who believes they have been aggrieved by an unlawful discriminatory practice by DVRPC under Title VI has a right to file a formal complaint. Any such complaint may be in writing and filed with DVRPC's Title VI Compliance Manager and/or the appropriate state or federal agency within 180 days of the alleged discriminatory occurrence. For more information on DVRPC's Title VI program or to obtain a Title VI Complaint Form, please visit: www.dvrpc.org/GetInvolved/TitleVI, call (215) 592-1800, or email public_affairs@dvrpc.org.

b. Equal Employment Opportunity

The SUBRECIPIENT agrees to comply with, and assure compliance by third party SUBRECIPIENTS at any tier under the PROJECT with all requirements of Title VII of the Civil Rights Act of 1994, as amended, 42 U.S.C. § 2000e: 49 U.S.C. § 5332; and the rules and regulations of the AGENCY, and specifically shall comply with the following:

- i. SUBRECIPIENT agrees that full consideration will be given to all eligible, qualified applicants without regard to age,

ancestry, color, disability, domestic or sexual violence victim status, ethnicity, familial status, gender identity or expression, genetic information, marital status, medical condition (including pregnancy), national origin, race, religion, sex, or sexual orientation; or any other basis protected by federal, state, or local law. Minority, female, and disabled applicants are encouraged to apply.

- ii. If the SUBRECIPIENT is required to submit and obtain Federal Government approval of its Equal Employment Opportunity (EEO) Program, that EEO program as approved is incorporated by reference and made a part of the AGREEMENT. Failure by the SUBRECIPIENT to carry out the terms of the EEO program shall be treated as a violation of this AGREEMENT. Upon notification to the SUBRECIPIENT of its failure to carry out the approved EEO program, the Federal Government may impose such remedies as it considers appropriate.

c. Disadvantaged Business Enterprise (DBE) Program

- i. The SUBRECIPIENT hereby agrees to comply with the current COMMISSION goal and Section 1101(b) of the Transportation Efficiency Act for the 21st Century, 23 U.S.C § 101 note, current AGENCY regulations regarding Disadvantaged Business Enterprises, and for USDOT funded program, the regulations set forth in 49 C.F.R. Part 26.
- ii. The SUBRECIPIENT agrees that it will not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontract financed with Federal assistance provided by the AGENCY. The SUBRECIPIENT agrees to take all necessary and reasonable steps required by the AGENCY regulations to ensure that eligible DBEs have the maximum feasible opportunity to participate in subcontracts. If the SUBRECIPIENT is required by AGENCY regulations to have a DBE program, the DBE program must be in compliance with COMMISSION DBE Policy. The COMMISSION DBE Policy is incorporated by reference and made a part of this AGREEMENT. Implementation of the program is a legal obligation, and failure to carry out its terms shall be treated as a violation of this AGREEMENT. Upon notifying the SUBRECIPIENT of any failure to implement its approved DBE program, the AGENCY may impose sanctions as provided for under its regulations and may, as determined, refer the matter for enforcement under 18 U.S.C. § 1001 and the Program Fraud Civil Remedies Act, 31 U.S.C. §§ 3801 et seq.

d. Nondiscrimination on the Basis of Age

The SUBRECIPIENT agrees to comply with the applicable requirements of the Age Discrimination Act of 1975, as amended, 42 U.S.C. §§ 6101 through 6107 and implementing regulations, which prohibit discrimination on the basis of age.

e. Access Requirements for Persons with Disabilities

The SUBRECIPIENT agrees to comply with the requirements of 49 U.S.C. §5301(d) which express the Federal policy that the elderly and persons with disabilities have the same rights as others to use mass transportation services and facilities, and that special efforts shall be made in planning and designing these services and facilities to implement those policies. The SUBRECIPIENT also agrees to comply with all applicable requirements of Section 504 of the Rehabilitation Act of 1973, as amended, 42 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, and with the Americans with Disability Act of 1990, as amended, 42 U.S.C §§ 12101 et seq., which requires the provision of accessible facilities and services, and with the following Federal regulations, including any amendments thereto:

- i. USDOT regulations, Transportation Services for Individuals with Disabilities (ADA), 49 CFR Part 37.
- ii. USDOT regulations, Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance, 49 CFR part 27.
- iii. Joint US Architectural and Transportation Barriers Compliance Board / USDOT regulation, Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles, 36 CFR Part 1192 and 49 CFR Part 38.
- iv. US Department of Justice regulations, Nondiscrimination on the Basis of Disability in State and Local Government Services, 28 CFR Part 35.
- v. US Department of Justice regulations, Nondiscrimination on the Basis of Disability by Public Accommodations and Commercial Facilities, 28 CFR Part 36.
- vi. US General Services Administration regulations, Accommodations for the Physically Handicapped, 41 CFR Subpart 101-19.

vii. US Equal Employment Opportunity Commission, Regulations to Implement the Equal Employment provisions of the Americans with Disabilities Act, 29 CFR part 1630.

viii. US Federal Communications Commission regulations, Telecommunications Relay Services and Related Customer Premises Equipment for Hearing and Speech Disabled, 47 CFR Part 65, Subpart F.

ix. Federal Transit Administration (FTA) regulations, Transportation for Elderly and Handicapped Persons, 49 CFR part 609.

x. Any implementing requirements the FTA may issue.

Note: the above regulations essentially provide that no otherwise qualified handicapped person shall, solely by reason of his or her handicap, be excluded from participation in, be denied the use of, or otherwise be subjected to discrimination under any program, activity or facility that receives or benefits from Federal financial assistance.

f. Confidentiality and Other Civil Rights Protections Related to Drug or Alcohol Abuse or Alcoholism

The SUBRECIPIENT agrees to comply with the confidentiality and other civil rights provisions of the Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, December 31, 1970, and the Public Health Services Act of 1912, 42 U.S.C. §§ 290dd-3 and 290ee-3, including any amendments to these Acts.

11.2 Political Activity

The provisions of the "Hatch Act", 5 U.S.C. §§ 1501 through 1508 and 7324 through 7326 and U.S. Office of Personnel Management regulations, Political Activity of State and Local Officers or Employees, Title 5 C.F.R Part 151, Code of Federal Regulations, shall apply to the extent of the regulations. No funds under this AGREEMENT shall be used for any partisan political activity or to furnish the election or defeat of any candidate for public office.

A Federal employee (this includes City, State and Municipal workers receiving Federal money, grants or loans, but does not include non-supervisory personnel) may not use his official authority or influence for the purpose of affecting the result of an election, nor may he take an active part in political management or political campaigns.

11.3 Disclosure of Information

All information obtained by the SUBRECIPIENT in this PROJECT and submitted to the COMMISSION is subject to disclosure to others, as provided for under the Freedom of Information Act 5 U.S.C. 552. In addition, the COMMISSION acquires the right, unless otherwise provided, to use and disclose all PROJECT data.

11.4 Clean Air and Clean Water

The SUBRECIPIENT hereby agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et. seq.), and/or the Federal Water Pollution Control Act (33 U.S.C. §§1251 et. seq.).

11.5 Energy Conservation Program

The SUBRECIPIENT agrees to comply with the mandated energy efficiency standards and policies within the applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. §§ 6321 et seq.

11.6 Historic Preservation

In connection with carrying out this Project, the SUBRECIPIENT shall comply with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order No. 11593, (16 U.S.C. 469a-1 et seq.), by:

- a. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary to identify properties listed in, or eligible for inclusion in, the National Register of Historic Places that may be affected by the PROJECT, and notifying the AGENCY of the existence of any such properties; and by,
- b. Complying with all requirements established by the AGENCY to avoid or mitigate adverse effects upon Historic properties.

11.7 Environmental Requirements

The SUBRECIPIENT shall comply with all applicable requirements of the National Environmental Policy Act of 1969, as amended, 42 U.S.C. §§ 4321 et seq. in accordance with Executive Order 12898, "A Federal Action to Address Environmental Justice in Minority Populations and Low-Income Populations," and any other applicable rule or regulation of the AGENCY.

11.8 Resource Conservation and Recovery Act

The SUBRECIPIENT shall comply with all applicable requirements of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §§ 6901

et seq.

11.9 Comprehensive Environmental Response, Compensation, and Liability Act

The SUBRECIPIENT shall comply with all applicable requirements of the Comprehensive Environmental Response, Compensation, and Liability Act, as amended 42 U.S.C. §§ 9601 et seq.

11.10 Contract Work Hours and Safety Standards Act

The SUBRECIPIENT shall comply with all applicable requirements, including non-construction employees of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. §§ 327 through 332.

11.11 False or Fraudulent Statements and Claims

The SUBRECIPIENT agrees to comply with the requirements of the Program Fraud Civil Remedies Act of 1986, as amended, 49 U.S.C. §§ 3801 et seq. and the regulations of the AGENCY, and certifies and affirms the truthfulness and accuracy of any statement, claim, submission or certification it has made, it makes, or it may make pertaining to this AGREEMENT.

11.12 Incorporation of Provisions

The SUBRECIPIENT shall include the provisions of paragraphs 11.1 through 11.13 in every subcontract under this AGREEMENT, including procurement of materials which shall be secured in compliance with 2 CFR 200, AGENCY regulations, and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUBRECIPIENT shall take such action with respect to any subcontract or procurement under this AGREEMENT, as the COMMISSION, AGENCY or Federal Government may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a SUBRECIPIENT becomes involved in, or is threatened with, litigation with a contractor or supplier as a result of such direction, the SUBRECIPIENT may request the COMMISSION to enter into such litigation to protect the interests of the COMMISSION and, in addition, the SUBRECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

In addition to the incorporation of provisions outlined in Article 11: Federal Requirements, SUBRECIPIENT shall be required to incorporate all applicable provisions outlined in Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances.

Article 12: U.S. Department of Transportation Standard Title VI and Non-Discrimination Assurances

By executing this AGREEMENT, the SUBRECIPIENT, HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through **Federal Highway Administration ("FHWA")**, **Federal Transit Administration ("FTA")**, and **Federal Aviation Administration ("FAA")**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the SUBRECIPIENT hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the SUBRECIPIENT receives Federal financial assistance from DOT, including the FHWA, FTA, and/or FAA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the SUBRECIPIENT, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the SUBRECIPIENT agrees with and gives the following Assurances with respect to its Federally assisted activities as identified in the **Unified Planning Work Program of the COMMISSION**:

1. The SUBRECIPIENT agrees that each "activity," "facility," or "program," as defined in §§ 21.23(b) and 21.23(e) of 49 C.F.R. § 21 will be (with regard to

an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The SUBRECIPIENT will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **activities as identified in the Unified Planning Work Program of the COMMISSION** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

"SUBRECIPIENT, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. The SUBRECIPIENT will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The SUBRECIPIENT will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a SUBRECIPIENT.
5. That where the SUBRECIPIENT receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the SUBRECIPIENT receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the SUBRECIPIENT will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the SUBRECIPIENT with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the SUBRECIPIENT for the period during which Federal financial assistance is extended to the program, except

where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the SUBRECIPIENT, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the SUBRECIPIENT retains ownership or possession of the property.
9. The SUBRECIPIENT will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The SUBRECIPIENT agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this AGREEMENT and agreeing to the terms of this ASSURANCE, **SUBRECIPIENT** also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the DOT. You must keep records, reports, and submit the material for review upon request to DOT, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

SUBRECIPIENT gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **COMMISSION's Unified Planning Work Program**. This ASSURANCE is binding on the **Commonwealth of Pennsylvania and the State of New Jersey**, other SUBRECIPIENTS, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the various activities as identified in the Unified Planning Work Program of the **COMMISSION**.

12.1 APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **FHWA, FTA, and/or FAA**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the SUBRECIPIENT or the **FHWA, FTA, and/or FAA**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non- discrimination provisions of this contract, the SUBRECIPIENT will impose such contract sanctions as it or the **FHWA, FTA, and/or FAA** may determine to be appropriate, including, but not limited to:

- a. withholding payments to the contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the SUBRECIPIENT or the **FHWA, FTA, and/or FAA** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the SUBRECIPIENT to enter into any litigation to protect the interests of the SUBRECIPIENT. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

12.2 APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that the SUBRECIPIENT will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of the **COMMISSION's Unified Planning Work Program**, and the policies and procedures prescribed by the **FHWA, FTA, and/or FAA** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto **SUBRECIPIENT** all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto **SUBRECIPIENT** and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on **SUBRECIPIENT**, its successors and assigns.

SUBRECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that **SUBRECIPIENT** will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended [, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction]*.

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

12.3 APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by **DVRPC** pursuant to the provisions of Assurance 7(a):

A. The (*grantee, lessee, permittee, etc. as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [*in the case of deeds and leases add "as a covenant running with the land"*] that:

1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*

C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.4 APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **DVRPC** pursuant to the provisions of Assurance 7(b):

A. The (*grantee, licensee, permittee, etc., as appropriate*) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does

hereby covenant and agree (*in the case of deeds and leases add, "as a covenant running with the land"*) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (*grantee, licensee, lessee, permittee, etc.*) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.

- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **DVRPC** will there upon revert to and vest in and become the absolute property of **DVRPC** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

12.5 APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

12.6 Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et

- seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
 - Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
 - The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid SUBRECIPIENTS, and contractors, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
 - The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

Article 13: Interest of Members of the COMMISSION and Others

- 13.1 No officer, member or employee of the COMMISSION or AGENCY, and no member of its governing body, and no other public official of the governing body of the locality or any other local public agencies, who exercises any functions or responsibilities in review or approval of the undertaking or carrying out of the PROJECT, shall have any personal interest, direct or indirect, apart from his official duties, in this AGREEMENT or the proceeds thereof.

Article 14: Interest of the SUBRECIPIENT

- 14.1 The SUBRECIPIENT covenants that no member, officer or employee of the SUBRECIPIENT has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services, required to be performed under this AGREEMENT. The SUBRECIPIENT further covenants that in the performance of this AGREEMENT no person having any such interest shall be employed.

Article 15: Interest of Members of Congress

- 15.1 No member of or delegate to the Congress of the United States shall be admitted to any share or part of this AGREEMENT, or to any benefit therefrom.

Article 16: Audit and Inspection of Records

- 16.1 The SUBRECIPIENT shall keep, or cause to be kept, accurate records and books of accounts, and shall record and report with all essential details the receipt and disbursement of all funds under the terms of this AGREEMENT in accordance with generally accepted accounting principles and procedures. All costs charged against this AGREEMENT shall be supported by properly executed payrolls, time records, invoice, contracts and vouchers evidencing in proper detail the nature and propriety of the charges. All accounting records shall readily provide a breakdown of costs in accordance with the line items shown on the latest approved budget. The SUBRECIPIENT shall permit and shall require its contractor to permit, the COMMISSION, the AGENCY and the Comptroller General of the United States, or any of their duly authorized representatives, access at all reasonable times, to all records and books of accounts pertaining to this AGREEMENT. The SUBRECIPIENT agrees that any payment made by the COMMISSION to the SUBRECIPIENT, and any expenditures of the SUBRECIPIENT under the terms of this AGREEMENT, are subject to audit by the COMMISSION.
- 16.2 The SUBRECIPIENT agrees to remit to the COMMISSION any excess payments made to the SUBRECIPIENT, any costs disallowed as a result of audit, and any amounts recovered by the SUBRECIPIENT from third parties or other sources.
- 16.3 The SUBRECIPIENT shall preserve all documents, records and books of account pertaining to this AGREEMENT for a period of three (3) years from the date of final payment for inspection and/or audit by any authorized representative of the COMMISSION, AGENCY and the Comptroller General of the United States, and copies thereof, if requested, shall be furnished to any of the foregoing. The COMMISSION or the AGENCY may request the SUBRECIPIENT to surrender all records at the end of the three (3) year period.

- 16.4 The SUBRECIPIENT shall provide the COMMISSION with an audit prepared in conformance with 2 CFR 200, Subpart F, Audit Requirements. The audit shall include the funds provided by the COMMISSION and shall be made available to the COMMISSION in a timely manner. The SUBRECIPIENT understands that the audit may be made available to the AGENCY and the Comptroller General of the United States.
- 16.5 Should the COMMISSION audit the SUBRECIPIENT in place of the audit performed under 15.4 above, the COMMISSION's audit of the SUBRECIPIENT is reviewed and accepted by an independent certified public accounting firm and the cognizant Federal Audit Agency which is consistent with the COMMISSION's single annual audit concept as approved by the Government, and the COMMISSION shall permit the authorized representatives of the independent certified public accounting firm, the AGENCY or the Comptroller General of the United States to inspect and audit all data and records of the COMMISSION relating to the SUBRECIPIENT's performance under this AGREEMENT.

Article 17: Identification of Documents

- 17.1 All reports, publications and other documents, except those prepared or completed exclusively for internal use shall carry the following notation on the front cover or title page or, in case of maps, in the title block:

"The preparation of this report (map, document, etc.) was financed in part through funds made available by the Delaware Valley Regional Planning Commission from a grant by the United States (Agency's name). The contents do not necessarily reflect the views or a policy of the Delaware Valley Regional Planning Commission, the AGENCY or the Federal Government and neither assumes liability for its contents or use".

Article 18: Publicity

- 18.1 Press releases and other public dissemination of information by the SUBRECIPIENT concerning the PROJECT work shall be coordinated with the COMMISSION's Office of Communications and Engagement. Press release and public dissemination requests should be sent to public_affairs@dvrpc.org. Any and all press releases shall be coordinated with the COMMISSION and AGENCY and acknowledge AGENCY grant support.

Article 19: Rights in Data, Copyrights, and Disclosure

- 19.1 The COMMISSION and/or AGENCY reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use for government purposes of (1) any subject data developed under this AGREEMENT by the SUBRECIPIENT or any subcontract at any tier, whether or not a copyright has been obtained, and (2) any rights of copyright to which SUBRECIPIENT or contractor at any

tier, purchases ownership financed under this AGREEMENT.

- 19.2 Definition. The term "data" as used herein includes written reports (progress, draft and final), studies, drawings or other graphic, electronic, chemical or mechanical representations, and work of any similar nature which are required to be delivered under this AGREEMENT. It does not include the SUBRECIPIENT's financial reports, or other information incidental to contract administration.
- 19.3 Data submitted to and accepted by the COMMISSION under this AGREEMENT shall be the property of the COMMISSION and/or AGENCY and it shall have full right to use such data for any official purpose in whatever manner deemed desirable and appropriate, including making it available to the general public. Such use shall be without any additional payment to, or approval by, the SUBRECIPIENT.
- 19.4 No data developed or prepared in whole or in part under this AGREEMENT shall be subject to copyright in the United States or in any other country. The SUBRECIPIENT relinquishes any and all copyrights and/or copyright rights, and/or privileges to data developed or prepared under this AGREEMENT. The SUBRECIPIENT shall not include in the data any copyrighted matter, unless the SUBRECIPIENT provides the COMMISSION with written permission of the copyright owner for the SUBRECIPIENT to use such copyrighted matter.
- 19.5 The SUBRECIPIENT bears responsibility for the administration of the PROJECT and therefore the SUBRECIPIENT alone is liable for any claims of copyright infringement for any copyrighted material.
- 19.6 It is a condition precedent to SUBRECIPIENT's compensation that he report to the COMMISSION, within 15 days and in reasonable written detail, each notice or claim of copyright infringement based on the performance under the PROJECT or out of work, or services, performed hereunder. The SUBRECIPIENT shall furnish to the COMMISSION, when requested by the COMMISSION, all evidence and information in possession of the SUBRECIPIENT pertaining to such suit or claim.

Article 20: Confidentiality

- 20.1 At no time, without written COMMISSION approval, may the SUBRECIPIENT divulge or release information, reports, recommendations or things of a like nature developed or obtained in connections with performance of this AGREEMENT that are of direct interest to the COMMISSION.
 - a. The COMMISSION has direct interest in the SUBRECIPIENT's material when the SUBRECIPIENT's PROJECT is to be made a

part of a larger PROJECT still under the supervision of the COMMISSION.

- b. When such "direct interest" exists, it will be identified in the special conditions clause found in the body of the contract.

- 20.2 After the AGREEMENT period, SUBRECIPIENT may divulge or release information that is of direct interest to the SUBRECIPIENT, but which has no direct interest to the COMMISSION.

Article 21: Patent Rights

- 21.1 Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived, or for the first time actually or constructively reduced to practice by the SUBRECIPIENT or its employees or SUBRECIPIENT, in the course of, in connection with, or under the terms of this AGREEMENT, the SUBRECIPIENT shall immediately give the COMMISSION written notice and shall promptly furnish a complete report. The COMMISSION shall promptly notify the AGENCY. Unless the AGENCY or Federal Government later makes a contrary determination in writing, the SUBRECIPIENT, or contractor at any tier, agrees it will transmit to the AGENCY those rights due in any invention resulting from that third-party contract as described in the U. S. Department of Commerce regulations A Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements 37 C.F.R. Part 401.

Article 22: Liquidated Damages

- 22.1 The SUBRECIPIENT agrees that the COMMISSION shall retain ten percent (10%) of the AGREEMENT amount from Federal funds made available under this AGREEMENT, to be used as a set off for reimbursing the COMMISSION for the cost to administer this AGREEMENT should performance extend beyond the period of performance set forth in the Time of Performance Section of this AGREEMENT.
- 22.2 The COMMISSION shall retain Ten Dollars per business day as liquidated damages for each day that performance is extended beyond the time fixed for performance in the Time of Performance set forth in this AGREEMENT. These liquid damages are to compensate the COMMISSION for delay and do not limit the COMMISSION from any other applicable recovery for damages. The total sum to be charged by the COMMISSION for the entire delay in performance shall not be in excess of the ten percent (10%) held in retainage.
- 22.3 The COMMISSION shall, upon acceptance of the Draft Final Report promptly pay the SUBRECIPIENT any funds due from the retainage.

- 22.4 The decision by the COMMISSION to impose a daily charge for delay, or to excuse said delay, shall be final. A delay in performance by the SUBRECIPIENT may be excused by the COMMISSION if, in its sole discretion, it deems the delay to be a cause or causes beyond the control of the SUBRECIPIENT.

Article 23: Invoice Forms and Payroll Records

Invoice forms used by the SUBRECIPIENT should be in compliance with Article 6 hereof are attached hereto. Invoices must be approved by SUBRECIPIENT project manager.

- 23.1 Payroll records submitted by the SUBRECIPIENT should agree with the total personnel cost of the invoice and be approved by the SUBRECIPIENT project manager

Article 24: Certification of Non-collusion

- 24.1 The parties hereto hereby certify that neither the COMMISSION nor the SUBRECIPIENT, or their representatives have:

- a. been required nor have, either directly or indirectly, as an expressed or implied condition for obtaining this AGREEMENT, employed or retained or agreed to employ or retain, any firm or person;
- b. been required nor have, paid or agreed to pay, to any firm or person, except bona fide employees of the COMMISSION and SUBRECIPIENT, any fee, contribution, donation, or other consideration of any kind to solicit to secure this AGREEMENT;
- c. acknowledged that this certification is subject to applicable laws of the Commonwealth of Pennsylvania and/or State of New Jersey, and the United States of America, both criminal and civil.

Article 25: Restrictions on Lobbying

- 24.2 The SUBRECIPIENT hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit US Government Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Article 26: Entire Agreement

26.1 The AGREEMENT Proper, the Scope of Services and these Standard Articles of Agreement and any other exhibit attached hereto constitute the entire understanding between the two parties hereto.

- a. No amendment or modification changing its scope or terms have any force or effect unless they meet the criteria set forth in Article 5, hereof.
- b. Any item that is to be deleted or modified from these the Standard Articles of Agreement shall be set forth in section: "Special Conditions" of the Agreement Proper.

Exhibit "B"

**Scope of Services, Unified Planning Work Program Description entitled
"City of Camden Transit Planning Program"**

PROJECT: 21-63-025 City of Camden Transit Planning Program

Responsible Agency: City of Camden

Program Coordinator: Amy Bernknopf, Kwan Hui

Goals:

To improve efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program.

Description:

This project will enhance the mobility of the residents of the City of Camden by providing comprehensive planning, programming, monitoring, and coordination of transit services in Camden.

Tasks:

Task 1: Administration:

1. Administer the project and prepare required invoices and progress reports.

Task 2: Planning and Programming

1. Monitor and provide input for NJ Transit and PATCO capital projects within the City of Camden.
2. Promote transit initiatives in the City of Camden as they pertain to residents, employees, employers, developers, and event spaces.
3. Evaluate upcoming land development and recommend measures to increase transit use.

Task 3: Coordination

1. Provide input into NJ Transit operating budgets and determine impacts on fares, subsidies, and levels of service.
2. Participate in activities of the Cross County Connection TMA.
3. Maintain liaison with NJ Transit, PATCO, NJDOT, and other transit service providers in the City of Camden.

Products:

1. Quarterly progress reports and invoices.
2. Closing report.
3. TSP Work Program for next fiscal year.

Beneficiaries:

New Jersey TMAs, NJDOT, and commuters in the DVRPC region in New Jersey.

Project Cost and Funding:

FY	Total	Highway Program	Transit Program	Comprehensive Planning	Other *
2020	\$26,667		\$20,800		\$5,867
2021	\$36,747		\$20,800		\$15,947
2022					
2023					

*\$15,947 Match (\$5,200 for 21-63-025, \$10,747 for special studies projects)

Exhibit "C"

Budget Proposal

BUDGET PROPOSAL



ENTITY NAME: Camden City
 PROJECT NUMBER: 21-63-025
 SUBMITTED BY (name and title):
 DATE SUBMITTED:

DETAIL DESCRIPTION OF COST ELEMENTS			
1. DIRECT LABOR- Specify employee name and title	# Hours	Hourly Rate	Estimated Cost (FOR ALL TASKS)
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
SUB-TOTAL			\$ -
2. FRINGE & OVERHEAD:	Rate	Direct Labor Base	Estimated Cost
Fringe		\$ -	\$ -
Overhead		\$ -	\$ -
SUB-TOTAL			\$ -
TOTAL DIRECT LABOR, FRINGE & OVERHEAD			\$ -
3. NONLABOR EXPENSES:			Estimated Cost
Materials			
Travel			
SUB-TOTAL			\$ -
GRAND TOTAL			\$ -
UPWP BUDGET TOTAL			\$ 36,747.00
VARIANCE (must be \$0)			\$ (36,747.00)
LESS: MATCH AMOUNT			\$ (15,947.00)
NET PAYABLE			\$ 20,800.00

MBS:dh
02-09-21

R-22

**RESOLUTION AUTHORIZING A TEMPORARY EMERGENCY
APPROPRIATION IN THE AMOUNT OF \$36,747.00 INTO THE BUDGET FROM
THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION**

WHEREAS, funds have become available through a grant from the Delaware Valley Regional Planning Commission, and no adequate provision has been made in the 2021 temporary budget for the aforesaid purpose N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, of not less than two-thirds of all the members of City Council thereof affirmatively concurring, that in accordance with provisions of N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation be and the same is hereby made for the Delaware Valley Regional Planning Commission, to underwrite administrative costs in the amount of \$36,747.00.

2. That said emergency temporary appropriation will be provided for in the temporary budget under the title of:

"Delaware Valley Regional Planning Commission, Transit Support Program" -
\$36,747.00

3. That one certified copy of this resolution be filed with the Director of Local Government Services.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2020

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Resolution approving a temporary appropriation for the Delaware Valley Regional Planning Commission in the amount of \$36,747.00 for the Transit Support Planning Grant Program (21-63-025).

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to accept said grant from the Delaware Valley Regional Planning Commission to offset administrative costs for staff members from the Department of Planning and Development.

BIDDING PROCESS:N/A

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$36,747.00

☐ **Waiver Attached for State (DCA) Approval**
*Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/21/21</u>	<u>[Signature]</u>
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF -Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>1-19-21</u>	<u>[Signature]</u>
Received by City Attorney:	<u>1/20/21</u>	<u>[Signature]</u>

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

(Name) Please Print

(Extension #)

Prepared By:

Contact Person:

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

R-23

MBS:dh
02-09-21

**RESOLUTION AUTHORIZING THE INSERTION OF A SPECIAL ITEM OF REVENUE
IN THE 2020 BUDGET FROM THE DEPARTMENT OF JUSTICE- OFFICE OF JUSTICE
PROGRAMS IN THE AMOUNT OF \$167,855.00**

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of a special item of revenue in the budget of any county or municipality when any such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that said Council hereby requests that the Director of Local Government Services approve the insertion of a special item of revenue in the budget for the fiscal year 2020, to wit:


"The amount of ONE HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$167,855.00), which item is now available from the Department of Justice- Office of Justice Programs.

BE IT FURTHER RESOLVED that the Director of Local Government Services is requested to approve the appropriation, and upon said approval the sum of ONE HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED FIFTY-FIVE DOLLARS (\$167,855.00), is hereby appropriated under the caption "FY20 Edward Byrne Memorial Justice Assistance Grant (JAG)".

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: Next Regularly Scheduled

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Director Johanna Conyer

Department Making Request: Department of Finance – Bureau of Grants Management

TITLE OF RESOLUTION/ORDINANCE: Resolution Accepting the FY 2020 Edward Byrne Memorial Justice Grant (JAG) Grant in the amount of \$167,855 from the Department of Justice – Office of Justice Programs.

BRIEF DESCRIPTION OF ACTION: The Finance Department – Bureau of Grants Management is requesting authorization to accept a \$167,855 award from the Department of Justice – Office of Justice Programs- Award #2020-DJ-BX-0245. This grant is reimbursable.

BIDDING PROCESS: N/A

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

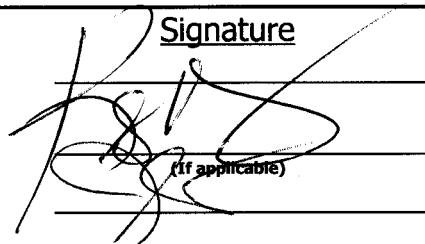

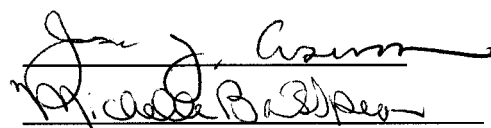

APPROPRIATION/REVENUE ACCOUNT(S):

AMOUNT: (If applicable) \$167,855.00

G

Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)

For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:		
Approved by Grants Management:	12/29/20	
Approved by Finance Director:	12/29/20	
<input type="checkbox"/> CAF - Certifications of Availability of Funds		(If applicable)
Approved by Purchasing Agent:		
Approved by Business Administrator:	1-15-21	
Received by City Attorney:	1/27/21	

(Name) Please Print

(Extension #)

Prepared By: Kelly Mobley, Coordinator for Federal and State Aid

x3506

Contact Person: Kelly Mobley, Coordinator for Federal and State Aid

x3506

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS**

**DIVISION OF LOCAL GOVERNMENT SERVICES
GRANT APPROVAL FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT OF THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION AND GRANT AWARD LETTER.

The FY20 Edward Byrne Memorial Justice Assistance Grant (JAG) is a multi-jurisdictional grant that provides funding for law enforcement purposes. The City; as the lead agency in administering the Justice Assistance Grants; applied on behalf of the designated municipalities in Camden County and was awarded \$167,855.00

Funding can be utilized for any of the following eight (8) purposes: law enforcement programs, prosecution and court programs, prevention and education programs, corrections and community corrections program, drug treatment and enforcement programs; planning, evaluation and technology improvement programs, crime victim and witness programs (other than compensation) and mental health programs and related law enforcement and corrections programs.

The funding has been allocated as follows:

Camden County Police - \$120,989.00
Camden County Prosecutor's Office - \$10,000.00
Camden County Sheriff's Office - \$10,000.00
Camden City (Crime Prevention Initiative) - \$5,000.00
Lindenwold Borough - \$11,416.00
Pennsauken Township - \$10,450.00

Total Award: \$167,855.00

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Kelly Mobley
Title	Coordinator for Federal and State Aid
Telephone Number	856-757-7689
Email	kemobley@ci.camden.nj.us

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

There will be no further obligations other than record keeping.

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

N/A

Mayor's Signature

Date _____



Business Administrator/Manager Signature

Date 1-19-01

Name, email and fax of contact person for this form:

For LGS use only:

☐ Approved

☐ Denied

Director or Designee,
Division of Local Government Services

Date _____

Number Assigned _____



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

September 19, 2020

The Honorable Francisco Moran
City of Camden
520 Market Street, City Hall, 4th Floor
Camden, NJ 08101-1300

Dear Mayor Moran:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Camden for an award under the OJP funding opportunity entitled "JAG Local: Eligible Allocation Amounts \$25,000 or More." The approved award amount is \$167,855. These funds are for the project entitled Camden County's Justice Assistance Grant Program.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Camden accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Jennifer Lewis, Program Manager at (202) 305-8064; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)
Office of Justice Programs
Office of Civil Rights

Washington, DC 20531

September 19, 2020

The Honorable Francisco Moran
City of Camden
520 Market Street
City Hall, 4th Floor
Camden, NJ 08101-1300

Dear Mayor Moran:

Congratulations on your recent award. The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Title IX of the Education Amendments of 1972, require recipients of federal financial assistance to give assurances that they will comply with those laws. In addition to those civil rights laws, many grant program statutes contain nondiscrimination provisions that require compliance with them as a condition of receiving federal financial assistance. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with OJP and other DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>

Under the delegation of authority, the OCR investigates allegations of discrimination against recipients from individuals, entities, or groups. In addition, the OCR conducts limited compliance reviews and audits based on regulatory criteria. These reviews and audits permit the OCR to evaluate whether recipients of financial assistance from the Department are providing services in a non-discriminatory manner to their service population or have employment practices that meet equal-opportunity standards.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOPs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEOP requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28 C.F.R. §§ 42.204(c), .205(c)(5). Please submit information about any adverse finding to the OCR at the above address.

We at the OCR are available to help you and your organization meet the civil rights requirements that are associated with OJP and other DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to let us know.

Sincerely,

Michael L. Alston
Director

cc: Grant Manager
Financial Analyst



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

GRANT MANAGER'S MEMORANDUM, PT. I: PROJECT SUMMARY

Grant

PROJECT NUMBER

2020-DJ-BX-0245

PAGE 1 OF 1

This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)

1. STAFF CONTACT (Name & telephone number)

Jennifer Lewis
(202) 305-8064

2. PROJECT DIRECTOR (Name, address & telephone number)

Erica Coy-Pitts
Coordinator
520 Market Street
City Hall, 4th Floor
Camden, NJ 08101-1300
(856) 757-7008

3a. TITLE OF THE PROGRAM

JAG Local: Eligible Allocation Amounts \$25,000 or More

3b. POMS CODE (SEE INSTRUCTIONS
ON REVERSE)

4. TITLE OF PROJECT

Camden County's Justice Assistance Grant Program

5. NAME & ADDRESS OF GRANTEE

City of Camden
520 Market Street City Hall, 4th Floor
Camden, NJ 08101-1300

6. NAME & ADDRESS OF SUBGRANTEE

7. PROGRAM PERIOD

FROM: 10/01/2019 TO: 09/30/2023

8. BUDGET PERIOD

FROM: 10/01/2019 TO: 09/30/2023

9. AMOUNT OF AWARD

\$ 167,855

10. DATE OF AWARD

09/19/2020

11. SECOND YEAR'S BUDGET

12. SECOND YEAR'S BUDGET AMOUNT

13. THIRD YEAR'S BUDGET PERIOD

14. THIRD YEAR'S BUDGET AMOUNT

15. SUMMARY DESCRIPTION OF PROJECT (See instruction on reverse)

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program allows states and units of local government, including tribes, to support a broad range of activities to prevent and control crime based on their own state and local needs and conditions. Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, including for any one or more of the following program areas: 1) law enforcement programs; 2) prosecution and court programs; 3) prevention and education programs; 4) corrections and community corrections programs; 5) drug treatment and enforcement programs; 6) planning, evaluation, and technology improvement programs; and 7) crime victim and witness programs (other than compensation) and 8) mental health programs and related law enforcement and corrections programs.

This JAG award will be used to support criminal justice initiatives that fall under one or more of the allowable program areas above. Funded programs or initiatives may include multijurisdictional drug and gang task forces, crime prevention and domestic violence programs, courts, corrections, treatment, justice information

sharing initiatives, or other programs aimed at reducing crime and/or enhancing public/officer safety.

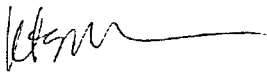
NCA/NCF



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

PAGE 1 OF 32

1. RECIPIENT NAME AND ADDRESS (Including Zip Code) City of Camden 520 Market Street City Hall, 4th Floor Camden, NJ 08101-1300		4. AWARD NUMBER: 2020-DJ-BX-0245	
		5. PROJECT PERIOD: FROM 10/01/2019 TO 09/30/2023 BUDGET PERIOD: FROM 10/01/2019 TO 09/30/2023	
2a. GRANTEE IRS/VENDOR NO. 216000419		6. AWARD DATE 09/19/2020	7. ACTION Initial
2b. GRANTEE DUNS NO. 077069581		8. SUPPLEMENT NUMBER 00	
3. PROJECT TITLE Camden County's Justice Assistance Grant Program		9. PREVIOUS AWARD AMOUNT \$ 0	
		10. AMOUNT OF THIS AWARD \$ 167,855	
		11. TOTAL AWARD \$ 167,855	
12. SPECIAL CONDITIONS THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).			
13. STATUTORY AUTHORITY FOR GRANT This project is supported under FY20(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10101-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)			
14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number) 16.738 - Edward Byrne Memorial Justice Assistance Grant Program			
15. METHOD OF PAYMENT GPRS			
AGENCY APPROVAL		GRANTEE ACCEPTANCE	
16. TYPED NAME AND TITLE OF APPROVING OFFICIAL Katharine T. Sullivan Principal Deputy Assistant Attorney General		18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL Francisco Moran Mayor	
17. SIGNATURE OF APPROVING OFFICIAL 		19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL	19A. DATE
AGENCY USE ONLY			
20. ACCOUNTING CLASSIFICATION CODES FISCAL YEAR CODE BUD. ACT. OFC. DIV. REG. SUB. POMS AMOUNT X B DJ 80 00 00 167855		21. VDJUST3326	

OJP FORM 4000/2 (REV. 5-87) PREVIOUS EDITIONS ARE OBSOLETE.

OJP FORM 4000/2 (REV. 4-88)



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 2 OF 32

PROJECT NUMBER 2020-DJ-BX-0245

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

1. Requirements of the award; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Failure to comply with one or more award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or an assurance or certification related to conduct during the award period -- may result in OJP taking appropriate action with respect to the recipient and the award. Among other things, the OJP may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 3 OF 32

PROJECT NUMBER 2020-DJ-BX-0245

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

2. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2020 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2020 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2020 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact OJP promptly for clarification.

3. Compliance with DOJ Grants Financial Guide

References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance. The recipient agrees to comply with the DOJ Grants Financial Guide.

4. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to OJP awards (that is, OJP grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 4 OF 32

PROJECT NUMBER 2020-DJ-BX-0245

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

5. Required training for Point of Contact and all Financial Points of Contact

Both the Point of Contact (POC) and all Financial Points of Contact (FPOCs) for this award must have successfully completed an "OJP financial management and grant administration training" by 120 days after the date of the recipient's acceptance of the award. Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

In the event that either the POC or an FPOC for this award changes during the period of performance, the new POC or FPOC must have successfully completed an "OJP financial management and grant administration training" by 120 calendar days after -- (1) the date of OJP's approval of the "Change Grantee Contact" GAN (in the case of a new POC), or (2) the date the POC enters information on the new FPOC in GMS (in the case of a new FPOC). Successful completion of such a training on or after January 1, 2018, will satisfy this condition.

A list of OJP trainings that OJP will consider "OJP financial management and grant administration training" for purposes of this condition is available at <https://www.ojp.gov/training/fmts.htm>. All trainings that satisfy this condition include a session on grant fraud prevention and detection.

The recipient should anticipate that OJP will immediately withhold ("freeze") award funds if the recipient fails to comply with this condition. The recipient's failure to comply also may lead OJP to impose additional appropriate conditions on this award.

6. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate, must advise OJP in writing of both its eligibility and its election, and must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements.

7. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify the DOJ awarding agency (OJP or OVW, as appropriate) in writing of the potential duplication, and, if so requested by the DOJ awarding agency, must seek a budget-modification or change-of-project-scope grant adjustment notice (GAN) to eliminate any inappropriate duplication of funding.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 5 OF 32

PROJECT NUMBER 2020-DJ-BX-0245

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

8. Requirements related to System for Award Management and Universal Identifier Requirements

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/>. This includes applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

The recipient also must comply with applicable restrictions on subawards ("subgrants") to first-tier subrecipients (first-tier "subgrantees"), including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of the recipient's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).



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9. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must--

A. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1) and (2).

B. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both--

(1) this award requirement for verification of employment eligibility, and

(2) the associated provisions in 8 U.S.C. 1324a(a)(1) and (2) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.

C. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1) and (2).

D. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. Staff involved in the hiring process

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

B. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

C. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.

D. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or



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any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.

E. Nothing in this condition, including in paragraph 4.B., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1) and (2).

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

10. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "personally identifiable information (PII)" (2 CFR 200.79) within the scope of an OJP grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an OJP Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

11. All subawards ("subgrants") must have specific federal authorization

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements for authorization of any subaward. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a "subaward" (and therefore does not consider a procurement "contract").

The details of the requirement for authorization of any subaward are posted on the OJP web site at <https://ojp.gov/funding/Explore/SubawardAuthorization.htm> (Award condition: All subawards ("subgrants") must have specific federal authorization), and are incorporated by reference here.

12. Specific post-award approval required to use a noncompetitive approach in any procurement contract that would exceed \$250,000

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract that would exceed the Simplified Acquisition Threshold (currently, \$250,000). This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP considers a procurement "contract" (and therefore does not consider a subaward).

The details of the requirement for advance approval to use a noncompetitive approach in a procurement contract under an OJP award are posted on the OJP web site at <https://ojp.gov/funding/Explore/NoncompetitiveProcurement.htm> (Award condition: Specific post-award approval required to use a noncompetitive approach in a procurement contract (if contract would exceed \$250,000)), and are incorporated by reference here.



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13. Unreasonable restrictions on competition under the award; association with federal government

SCOPE. This condition applies with respect to any procurement of property or services that is funded (in whole or in part) by this award, whether by the recipient or by any subrecipient at any tier, and regardless of the dollar amount of the purchase or acquisition, the method of procurement, or the nature of any legal instrument used. The provisions of this condition must be among those included in any subaward (at any tier).

1. No discrimination, in procurement transactions, against associates of the federal government

Consistent with the (DOJ) Part 200 Uniform Requirements -- including as set out at 2 C.F.R. 200.300 (requiring awards to be "manage[d] and administer[ed] in a manner so as to ensure that Federal funding is expended and associated programs are implemented in full accordance with U.S. statutory and public policy requirements") and 200.319(a) (generally requiring "[a]ll procurement transactions [to] be conducted in a manner providing full and open competition" and forbidding practices "restrictive of competition," such as "[p]lacing unreasonable requirements on firms in order for them to qualify to do business" and taking "[a]ny arbitrary action in the procurement process") -- no recipient (or subrecipient, at any tier) may (in any procurement transaction) discriminate against any person or entity on the basis of such person or entity's status as an "associate of the federal government" (or on the basis of such person or entity's status as a parent, affiliate, or subsidiary of such an associate), except as expressly set out in 2 C.F.R. 200.319(a) or as specifically authorized by USDOJ.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

4. Rules of construction

A. The term "associate of the federal government" means any person or entity engaged or employed (in the past or at present) by or on behalf of the federal government -- as an employee, contractor or subcontractor (at any tier), grant recipient or -subrecipient (at any tier), agent, or otherwise -- in undertaking any work, project, or activity for or on behalf of (or in providing goods or services to or on behalf of) the federal government, and includes any applicant for such employment or engagement, and any person or entity committed by legal instrument to undertake any such work, project, or activity (or to provide such goods or services) in future.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.



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14. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and OJP authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and OJP authority to terminate award)), and are incorporated by reference here.

15. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ)(or in the application for any subaward, at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

16. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

17. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to OJP in the manner (including within the timeframes) specified by OJP in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

18. OJP Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with OJP award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>.



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19. Effect of failure to address audit issues

The recipient understands and agrees that the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

20. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DOJ awarding agency (OJP or OVW, as appropriate) during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DOJ high-risk grantee list.

21. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

22. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

23. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.



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24. Restrictions on "lobbying"

In general, as a matter of federal law, federal funds awarded by OJP may not be used by the recipient, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Another federal law generally prohibits federal funds awarded by OJP from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

25. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2020) The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions that may be set out in applicable appropriations acts are indicated at <https://ojp.gov/funding/Explore/FY20AppropriationsRestrictions.htm>, and are incorporated by reference here. Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact OJP for guidance, and may not proceed without the express prior written approval of OJP.

26. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient, and any subrecipients ("subgrantees") at any tier, must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award-- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW, Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <https://oig.justice.gov/hotline>.



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27. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient--

a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both--

a. it represents that--

(1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.



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28. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the recipient is to contact the DOJ awarding agency (OJP or OVW, as appropriate) for guidance.

29. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

30. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency outside of DOJ

If the recipient is designated "high risk" by a federal grant-making agency outside of DOJ, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to OJP by email at OJP.ComplianceReporting@ojp.usdoj.gov. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency.



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31. Authority to obligate award funds contingent on noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded wholly or partly with award funds is subject to any "information-communication restriction."

B. Also, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in par. 1.A of this condition) that would be reimbursed wholly or partly with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in par. 1.A of this condition, is in compliance with the award condition entitled "Noninterference (within the funded 'program or activity') with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in par. 1.A of this condition, may be subject to any information-communication restriction. Also, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in par. 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "Noninterference ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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32. Authority to obligate award funds contingent on no use of funds to interfere with federal law enforcement: information-communication restrictions; unallowable costs; notification

1. If the recipient is a "State," a local government, or a "public" institution of higher education:

A. The recipient may not obligate award funds if, at the time of the obligation, the "program or activity" of the recipient (or of any subrecipient at any tier that is a State, a local government, or a public institution of higher education) that is funded in whole or in part with award funds is subject to any "information-communication restriction."

B. In addition, with respect to any project costs it incurs "at risk," the recipient may not obligate award funds to reimburse itself if -- at the time it incurs such costs -- the program or activity of the recipient (or of any subrecipient, at any tier, described in paragraph 1.A of this condition) that would be reimbursed in whole or in part with award funds was subject to any information-communication restriction.

C. Any drawdown of award funds by the recipient shall be considered, for all purposes, to be a material representation by the recipient to OJP that, as of the date the recipient requests the drawdown, the recipient and each subrecipient (regardless of tier) described in paragraph 1.A of this condition, is in compliance with the award condition entitled "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance."

D. The recipient must promptly notify OJP (in writing) if the recipient, from its requisite monitoring of compliance with award conditions or otherwise, has credible evidence that indicates that the funded program or activity of the recipient, or of any subrecipient (at any tier) described in paragraph 1.A of this condition, may be subject to any information-communication restriction. In addition, any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must require prompt notification to the entity that made the subaward, should the subrecipient have such credible evidence regarding an information-communication restriction.

2. Any subaward (at any tier) to a subrecipient described in paragraph 1.A of this condition must provide that the subrecipient may not obligate award funds if, at the time of the obligation, the program or activity of the subrecipient (or of any further such subrecipient at any tier) that is funded in whole or in part with award funds is subject to any information-communication restriction.

3. Absent an express written determination by DOJ to the contrary, based upon a finding by DOJ of compelling circumstances (e.g., a small amount of award funds obligated by the recipient at the time of a subrecipient's minor and transitory non-compliance, which was unknown to the recipient despite diligent monitoring), any obligations of award funds that, under this condition, may not be made shall be unallowable costs for purposes of this award. In making any such determination, DOJ will give great weight to evidence submitted by the recipient that demonstrates diligent monitoring of subrecipient compliance with the requirements set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" award condition.

4. Rules of Construction

A. For purposes of this condition "information-communication restriction" has the meaning set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere ... information-communication restrictions; ongoing compliance" condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

33. Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance

1. With respect to the "program or activity" funded in whole or part under this award (including any such program or activity of any subrecipient at any tier), throughout the period of performance, no State or local government entity, - agency, or -official may prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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SPECIAL CONDITIONS

34. No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance

1. Throughout the period of performance, no State or local government entity, -agency, or -official may use funds under this award (including under any subaward, at any tier) to prohibit or in any way restrict-- (1) any government entity or -official from sending or receiving information regarding citizenship or immigration status to/from DHS; or (2) a government entity or -agency from sending, requesting or receiving, or exchanging information regarding immigration status to/from/with DHS, or from maintaining such information. Any prohibition (or restriction) that violates this condition is an "information-communication restriction" under this award.

2. The recipient's monitoring responsibilities include monitoring of subrecipient compliance with the requirements of this condition.

3. Allowable costs. Compliance with these requirements is an authorized and priority purpose of this award. To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) that the recipient, or any subrecipient at any tier that is a State, a local government, or a public institution of higher education, incurs to implement this condition.

4. Rules of Construction

A. For purposes of this condition:

(1) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(2) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(3) "Program or activity" means what it means under title VI of the Civil Rights Act of 1964 (see 42 U.S.C. 2000d-4a).

(4) "Immigration status" means what it means under 8 U.S.C. 1373 and 8 U.S.C. 1644; and terms that are defined in 8 U.S.C. 1101 mean what they mean under that section 1101, except that "State" also includes American Samoa.

(5) "DHS" means the U.S. Department of Homeland Security.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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SPECIAL CONDITIONS

35. Noninterference (within the funded "program or activity") with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no public disclosure may be made of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

36. No use of funds to interfere with federal law enforcement: No public disclosure of certain law-enforcement-sensitive information

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere: No public disclosure of federal law-enforcement information in order to conceal, harbor, or shield

Consistent with the purposes and objectives of federal law enforcement statutes and federal criminal law (including 8 U.S.C. 1324 and 18 U.S.C. chs. 1, 49, 227), no funds under this award may be used to make any public disclosure of any federal law-enforcement information in a direct or indirect attempt to conceal, harbor, or shield from detection any fugitive from justice under 18 U.S.C. ch. 49, or any alien who has come to, entered, or remains in the United States in violation of 8 U.S.C. ch. 12 -- without regard to whether such disclosure would constitute (or could form a predicate for) a violation of 18 U.S.C. 1071 or 1072 or of 8 U.S.C. 1324(a).

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition--

(1) the term "alien" means what it means under section 101 of the Immigration and Nationality Act (see 8 U.S.C. 1101(a)(3));

(2) the term "federal law-enforcement information" means law-enforcement-sensitive information communicated or made available, by the federal government, to a State or local government entity, -agency, or -official, through any means, including, without limitation-- (1) through any database, (2) in connection with any law enforcement partnership or -task-force, (3) in connection with any request for law enforcement assistance or -cooperation, or (4) through any deconfliction (or courtesy) notice of planned, imminent, commencing, continuing, or impending federal law enforcement activity;

(3) the term "law-enforcement-sensitive information" means records or information compiled for any law-enforcement purpose; and

(4) the term "public disclosure" means any communication or release other than one-- (a) within the recipient, or (b) to any subrecipient (at any tier) that is a government entity.

B. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: information-communication restrictions; ongoing compliance" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

37. Noninterference (within the funded "program or activity") with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies with respect to the "program or activity" that is funded (in whole or in part) by the award, as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. Noninterference with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- within the funded program or activity, no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

38. No use of funds to interfere with federal law enforcement: Notice of scheduled release

SCOPE. This condition applies as of the date the recipient accepts the award, and throughout the remainder of the period of performance. Its provisions must be among those included in any subaward at any tier.

1. No use of funds to interfere with "removal" process: Notice of scheduled release date and time

Consonant with federal law enforcement statutes -- including 8 U.S.C. 1231 (for an alien incarcerated by a State or local government, a 90-day "removal period" during which the federal government "shall" detain and then "shall" remove an alien from the U.S. "begins" no later than "the date the alien is released from ... confinement"; also, the federal government is expressly authorized to make payments to a "State or a political subdivision of the State ... with respect to the incarceration of [an] undocumented criminal alien"); 8 U.S.C. 1226 (the federal government "shall take into custody" certain criminal aliens "when the alien is released"); and 8 U.S.C. 1366 (requiring an annual report to Congress on "the number of illegal alien[felons] in Federal and State prisons" and programs underway "to ensure the prompt removal" from the U.S. of removable "criminal aliens") -- no State or local government entity, -agency, or -official (including a government-contracted correctional facility) may use funds under this award to interfere with the "removal" process by failing to provide -- as early as practicable (see para. 4.C. below) -- advance notice to DHS of the scheduled release date and time for a particular alien, if a State or local government (or government-contracted) correctional facility receives from DHS a formal written request pursuant to the INA that seeks such advance notice.

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, or any other entity or individual to maintain (or detain) any individual in custody beyond the date and time the individual otherwise would have been released.

B. Applicability

(1) Current DHS practice is ordinarily to request advance notice of scheduled release "as early as practicable (at least 48 hours, if possible)." (See DHS Form I-247A (3/17)). If (e.g., in light of the date DHS made such request) the scheduled release date and time for an alien are such as not to allow for the advance notice that DHS has requested, it shall NOT be a violation of this condition to provide only as much advance notice as practicable.

(2) Current DHS practice is to use the same form for a second, distinct purpose -- to request that an individual be detained for up to 48 hours AFTER the scheduled release. This condition does NOT encompass such DHS requests for detention.

C. Both the "Rules of Construction" and the "Important Note" set out in the "No use of funds to interfere with federal law enforcement: Interrogation of certain aliens" award condition are incorporated by reference as though set forth here in full.



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SPECIAL CONDITIONS

39. Noninterference (within the funded "program or activity") with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies with respect to the "program or activity" funded (wholly or partly) by this award, as of the date the recipient accepts the award, and throughout the rest of the award period of performance. Its provisions must be among those included in any subaward (at any tier).

1. Noninterference with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations--including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain" in the U.S., and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside" the U.S.--within the funded program or activity, no State or local government entity, -agency, or -official may interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

- (1) The term "alien" means what it means under sec. 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."
- (2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).
- (3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of:
 - (a) conviction described in 8 USC 1227(a)(2), or
 - (b) conduct described in 8 USC 1227(a)(4).
- (4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)
- (5) The term "correctional facility" means what it means under 34 USC 10251(a)(7)) as of January 1, 2020.
- (6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that:
 - (a) is designed to prevent or to significantly delay or complicate, or
 - (b) has the effect of preventing or of significantly delaying or complicating.



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(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.



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40. No use of funds to interfere with federal law enforcement: Interrogation of certain aliens

SCOPE. This condition applies as of the date the recipient accepts this award, and throughout the remainder of the period of performance for the award. Its provisions must be among those included in any subaward (at any tier).

1. No use of funds to interfere with statutory law enforcement access to correctional facilities

Consonant with federal law enforcement statutes and regulations -- including 8 USC 1357(a), under which certain federal officers and employees "have power without warrant ... to interrogate any alien or person believed to be an alien as to his right to be or to remain in the United States," and 8 CFR 287.5(a), under which that power may be exercised "anywhere in or outside the United States" -- no State or local government entity, -agency, or -official may use funds under this award to interfere with the exercise of that power to interrogate "without warrant" (by agents of the United States acting under color of federal law) by impeding access to any State or local government (or government-contracted) correctional facility by such agents for the purpose of "interrogat[ing] any alien or person believed to be an alien as to his [or her] right to be or to remain in the United States."

2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.

3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions (e.g., training) designed to ensure compliance with this condition.

4. Rules of construction

A. For purposes of this condition:

(1) The term "alien" means what it means under section 101 of the Immigration and Nationality Act (INA) (8 USC 1101(a)(3)), except that, with respect to a juvenile offender, it means "criminal alien."

(2) The term "juvenile offender" means what it means under 28 CFR 31.304(f) (as in effect on Jan. 1, 2020).

(3) The term "criminal alien" means, with respect to a juvenile offender, an alien who is deportable on the basis of—

(a) conviction described in 8 USC 1227(a)(2), or

(b) conduct described in 8 USC 1227(a)(4).

(4) The term "conviction" means what it means under 8 USC 1101(a)(48). (Adjudication of a juvenile as having committed an offense does not constitute "conviction" for purposes of this condition.)

(5) The term "correctional facility" means what it means under the title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 USC 10251(a)(7)).

(6) The term "impede" includes taking or continuing any action, or implementing or maintaining any law, policy, rule, or practice, that—

(a) is designed to prevent or to significantly delay or complicate, or



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(b) has the effect of preventing or of significantly delaying or complicating.

(7) "State" and "local government" include any agency or other entity thereof (including any public institution of higher education), but not any Indian tribe.

(8) A "public" institution of higher education is defined as one that is owned, controlled, or directly funded (in whole or in substantial part) by a State or local government. (Such a public institution is considered to be a "government entity," and its officials to be "government officials.")

(9) "Program or activity" means what it means under 42 USC 2000d-4a.

B. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, any State or local government, any public institution of higher education, or any other entity (or individual) to violate any federal law, including any applicable civil rights or nondiscrimination law.

IMPORTANT NOTE: Any questions about the meaning or scope of this condition should be directed to OJP, before award acceptance.

41. Requirement to collect certain information from subrecipients

Except as provided in this condition, the recipient may not make a subaward to a State, a local government, or a "public" institution of higher education, unless it first obtains from the proposed subrecipient responses to the questions identified in the program solicitation as "Information regarding Communication with the Department of Homeland Security (DHS) and/or Immigration and Customs Enforcement (ICE)." All subrecipient responses must be collected and maintained by the recipient, consistent with document retention requirements, and must be made available to DOJ upon request. Responses to these questions are not required from subrecipients that are either a tribal government/organization, a nonprofit organization, or a private institution of higher education.

42. Cooperating with OJP Monitoring

The recipient agrees to cooperate with OJP monitoring of this award pursuant to OJP's guidelines, protocols, and procedures, and to cooperate with OJP (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to OJP all documentation necessary for OJP to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by OJP for providing the requested documents. Failure to cooperate with OJP's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).



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43. FFATA reporting: Subawards and executive compensation

The recipient must comply with applicable requirements to report first-tier subawards ("subgrants") of \$25,000 or more and, in certain circumstances, to report the names and total compensation of the five most highly compensated executives of the recipient and first-tier subrecipients (first-tier "subgrantees") of award funds. The details of recipient obligations, which derive from the Federal Funding Accountability and Transparency Act of 2006 (FFATA), are posted on the OJP web site at <https://ojp.gov/funding/Explore/FFATA.htm> (Award condition: Reporting Subawards and Executive Compensation), and are incorporated by reference here.

This condition, including its reporting requirement, does not apply to-- (1) an award of less than \$25,000, or (2) an award made to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

44. Required monitoring of subawards

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

45. Use of program income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Federal Financial Report, SF 425.

46. Justice Information Sharing

Information sharing projects funded under this award must comply with DOJ's Global Justice Information Sharing Initiative (Global) guidelines. The recipient (and any subrecipient at any tier) must conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The recipient (and any subrecipient at any tier) must document planned approaches to information sharing and describe compliance with the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

47. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the recipient can demonstrate to the satisfaction of BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

48. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the recipient (and any subrecipient at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if OJP determines this regulation to be applicable. Should OJP determine 28 C.F.R. Part 23 to be applicable, OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the recipient may be fined as per 34 U.S.C. 10231(c)-(d). The recipient may not satisfy such a fine with federal funds.



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49. Protection of human research subjects

The recipient (and any subrecipient at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

50. Confidentiality of data

The recipient (and any subrecipient at any tier) must comply with all confidentiality requirements of 34 U.S.C. 10231 and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or information. The recipient further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

51. Verification and updating of recipient contact information

The recipient must verify its Point of Contact (POC), Financial Point of Contact (FPOC), and Authorized Representative contact information in GMS, including telephone number and e-mail address. If any information is incorrect or has changed, a Grant Adjustment Notice (GAN) must be submitted via the Grants Management System (GMS) to document changes.

52. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement.

The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the recipient must compile and maintain a task force personnel roster, along with course completion certificates.

Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

53. Justification of consultant rate

Approval of this award does not indicate approval of any consultant rate in excess of \$650 per day. A detailed justification must be submitted to and approved by the OJP program office prior to obligation or expenditure of such funds.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET**
Grant

PAGE 28 OF 32

PROJECT NUMBER 2020-DJ-BX-0245

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

54. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS-relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.



Department of Justice (DOJ)
Office of Justice Programs
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**AWARD CONTINUATION
SHEET
Grant**

PAGE 29 OF 32

PROJECT NUMBER 2020-DJ-BX-0245

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

55. Compliance with National Environmental Policy Act and related statutes

Upon request, the recipient (and any subrecipient at any tier) must assist BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the recipient or by a subrecipient. Accordingly, the recipient agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the recipient agrees to contact BJA.

The recipient understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the recipient, a subrecipient, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The recipient understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. The recipient further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Recipient's Existing Programs or Activities: For any of the recipient's or its subrecipients' existing programs or activities that will be funded by these award funds, the recipient, upon specific request from BJA, agrees to cooperate with BJA in any preparation by BJA of a national or program environmental assessment of that funded program or activity.

56. Establishment of trust fund

If award funds are being drawn down in advance, the recipient (or a subrecipient, with respect to a subaward) is required to establish a trust fund account. Recipients (and subrecipients) must maintain advance payments of federal awards in interest-bearing accounts, unless regulatory exclusions apply (2 C.F.R. 200.305(b)(8)). The trust fund, including any interest, may not be used to pay debts or expenses incurred by other activities beyond the scope of the Edward Byrne Memorial Justice Assistance Grant Program (JAG). The recipient also agrees to obligate the award funds in the trust fund (including any interest earned) during the period of performance for the award and expend within 90 days thereafter. Any unobligated or unexpended funds, including interest earned, must be returned to OJP at the time of closeout.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 30 OF 32

PROJECT NUMBER 2020-DJ-BX-0245

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

57. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

58. Certification of body armor "mandatory wear" policies

If recipient uses funds under this award to purchase body armor, the recipient must submit a signed certification that law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The recipient must keep signed certifications on file for any subrecipients planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

59. Body armor - compliance with NIJ standards and other requirements

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

60. Body armor - impact on eligibility for other program funds

The recipient understands that the use of funds under this award for purchase of body armor may impact eligibility for funding under the Bulletproof Vest Partnership (BVP) program, a separate program operated by BJA, pursuant to the BVP statute at 34 USC 10531(c)(5).

61. Reporting requirements

The recipient must submit quarterly Federal Financial Reports (SF-425) and semi-annual performance reports through OJP's GMS (<https://grants.ojp.usdoj.gov>). Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the recipient must provide data that measure the results of its work. The recipient must submit quarterly performance metrics reports through BJA's Performance Measurement Tool (PMT) website (<https://bjapmt.ojp.gov/>). For more detailed information on reporting and other JAG requirements, refer to the JAG reporting requirements webpage. Failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

62. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 31 OF 32

PROJECT NUMBER 2020-DJ-BX-0245

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

63. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

64. JAG FY 2020 - Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019 [BJA]

Authorization to obligate (federal) award funds to reimburse certain project costs incurred on or after October 1, 2019

The recipient may obligate (federal) award funds only after the recipient makes a valid acceptance of the award. As of the first day of the period of performance for the award (October 1, 2019), however, the recipient may choose to incur project costs using non-federal funds, but any such project costs are incurred at the recipient's risk until, at a minimum-- (1) the recipient makes a valid acceptance of the award, and (2) all applicable withholding conditions are removed by OJP (via a Grant Adjustment Notice). (A withholding condition is a condition in the award document that precludes the recipient from obligating, expending, or drawing down all or a portion of the award funds until the condition is removed.)

Except to the extent (if any) that an award condition expressly precludes reimbursement of project costs incurred "at-risk," if and when the recipient makes a valid acceptance of this award and OJP removes each applicable withholding condition through a Grant Adjustment Notice, the recipient is authorized to obligate (federal) award funds to reimburse itself for project costs incurred "at-risk" earlier during the period of performance (such as project costs incurred prior to award acceptance or prior to removal of an applicable withholding condition), provided that those project costs otherwise are allowable costs under the award.

65. Use of funds for DNA testing; upload of DNA profiles

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS.

No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA.

Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS.

66. Encouragement of submission of "success stories"

BJA strongly encourages the recipient to submit annual (or more frequent) JAG success stories. To submit a success story, sign in to a My BJA account at [https:// www.bja.gov/ Login.aspx](https://www.bja.gov/Login.aspx) to access the Success Story Submission form. If the recipient does not yet have a My BJA account, please register at <https:// www.bja.gov/ profile.aspx>. Once registered, one of the available areas on the My BJA page will be "My Success Stories." Within this box, there is an option to add a Success Story. Once reviewed and approved by BJA, all success stories will appear on the BJA Success Story web page at <https:// www.bja.gov/ SuccessStoryList.aspx>.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

**AWARD CONTINUATION
SHEET
Grant**

PAGE 32 OF 32

PROJECT NUMBER 2020-DJ-BX-0245

AWARD DATE 09/19/2020

SPECIAL CONDITIONS

67. Withholding of funds: Disclosure of lobbying

The recipient may not obligate, expend, or draw down any funds under this award until it has provided to the grant manager for this OJP award a complete Disclosure of Lobbying Activities (SF-LLL) form, and OJP has issued a Grant Adjustment Notice to remove this special condition.

68. Withholding of funds: Memorandum of Understanding

The recipient may not obligate, expend, or draw down any award funds until OJP has reviewed and approved the Memorandum of Understanding (MOU), and a Grant Adjustment Notice (GAN) has been issued to remove this condition.



Department of Justice (DOJ)

Office of Justice Programs

Bureau of Justice Assistance

Washington, D.C. 20531

Memorandum To: Official Grant File

From: Orbin Terry, NEPA Coordinator

Subject: Incorporates NEPA Compliance in Further Developmental Stages for City of Camden

The Edward Byrne Memorial Justice Assistance Grant Program (JAG) allows states and local governments to support a broad range of activities to prevent and control crime and to improve the criminal justice system, some of which could have environmental impacts. All recipients of JAG funding must assist BJA in complying with NEPA and other related federal environmental impact analyses requirements in the use of grant funds, whether the funds are used directly by the grantee or by a subgrantee or third party. Accordingly, prior to obligating funds for any of the specified activities, the grantee must first determine if any of the specified activities will be funded by the grant.

The specified activities requiring environmental analysis are:

- a. New construction;
- b. Any renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

Complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA. Further, for programs relating to methamphetamine laboratory operations, the preparation of a detailed Mitigation Plan will be required. For more information about Mitigation Plan requirements, please see <https://www.bja.gov/Funding/nepa.html>.

Please be sure to carefully review the grant conditions on your award document, as it may contain more specific information about environmental compliance.

MBS:dh
02-09-21

R-24

**RESOLUTION AUTHORIZING AN AMENDMENT #1 TO THE
SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF CAMDEN AND
COOPER'S FERRY PARTNERSHIP FOR THE PROFESSIONAL
SERVICES/CONSTRUCTION MANAGEMENT IN CONNECTION WITH
THE MULTI-PARKS DEVELOPMENT PROJECT**

WHEREAS, the Council of the City of Camden by R-5 dated June 12, 2018 authorized a sub-recipient agreement with Cooper's Ferry Partnership allowing CFP to administer and manage the grant funding in connection with the Multi-Parks Development Project; and


WHEREAS, it is necessary to amend the subrecipient agreement with Cooper's Ferry Partnership by Amendment #1 to increase the grant award with additional Green Acres Funding in the amount of \$750,000.00 to support the City's planning efforts to develop and create a continuous ADA accessible greenway trail and Waterfront Park between Pyne Poynt and 3rd Street; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the subrecipient agreement between the City of Camden and Coopers Ferry Partnership is hereby amended by Amendment #1 to increase the grant award with additional \$750,000.00.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, AS CITY TREASURER THAT WITH RESPECT TO THE AWARD
OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

THE COOPERS FERRY PARTNERSHIP.

THAT FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION,
FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION:

AMOUNT:

ADOPTED BUDGET APPROPRIATION:

AMOUNT:

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT: TBD

AMOUNT: \$750,000.00

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:

DETERMINATION OF VALUE CERTIFICATION


I CERTIFY, AS CITY TREASURER, THE ANTICIPATED VALUE OF THE
CONTRACT, OVER THE FULL LIFE, WILL BE:

\$2,250,000.00

Description of the Goods or Services to be procured:

Amendment #1 to Shared services agreement between the City of Camden and
Coopers Ferry Partnership, in connection with the Multi-Parks Development
Project.

DATE: December 8, 2020


DOREEN P. CHANG
CITY OF CAMDEN
PURCHASING BUREAU
12-08-2020 10:31 AM

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: Next Available

TO: Jason Asuncion, Business Administrator

FROM: Keith L. Walker, Director, DPW

Department Making Request: Department of Public Works / Parks Bureau

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing Amendment #1 to Subrecipient Agreement between The City of Camden and Cooper's Ferry Partnership for Professional Services/Construction Management in connection with the Multi-Parks Development Project.

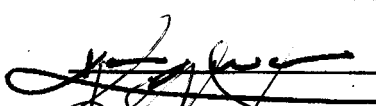
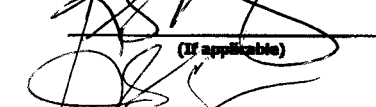

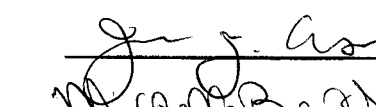
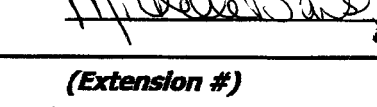
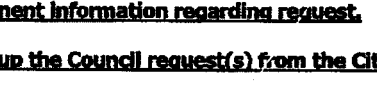
BRIEF DESCRIPTION: The NJDEP Green Acres Program previously awarded the City a \$1,500,000.00 matching grant and now intends to increase the grant award with an additional \$ 750,000.00. Said funds will be utilized to support the city's planning efforts to develop and create a continuous ADA accessible greenway trail and Waterfront Park between Pyne Poynt and 3rd Street.

BIDDING PROCESS: N.A.

Procurement Process: Bld#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): N.A.

AMOUNT: \$ 750,000.00

	<u>Date</u>	<u>Signature</u>
Approved by Municipal Engineer:		
Approved by Relevant Director:	12-1-20	
Approved by Grants Management:	12/3/20	
Approved by Finance Director:	12/3/20	
<input checked="" type="checkbox"/> CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:	12/7/2020	
Approved by Business Administrator:	1-19-21	
Received by City Attorney:	1/29/21	

(Name) Please Print

(Extension #)

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****

RECEIVED
12/28/2020

Prepared By: Tamara M. Jefferson
Contact Person: SAME

ext. 7393

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	Camden
--------------	--------

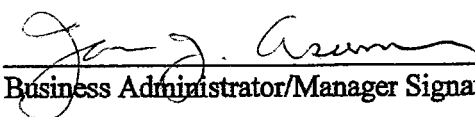
Professional Service or EUS Type	
Name of Vendor	Cooper's Ferry Partnership
Purpose or Need for service:	Amendment #1 to Subrecipient Agreement between the City and CFP for Professional Services/Construction Management in connection with the Multi-Parks Development Project. The NJDEP Green Acres Program previously awarded the City a \$1,500,000.00 matching grant and now intends to increase the grant award by \$750,000.00. Said funding will be utilized to develop and create a continuous ADA accessible greenway trail and Waterfront Park between Pyne Poynt Park and 3 rd Street.
Contract Award Amount	\$750,000.00
Term of Contract	
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	N.A.
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.A.
Were other proposals received? If so, please attach the names and amounts for each proposal received?	N.A.

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature*

Date _____

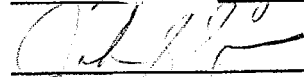

Business Administrator/Manager Signature

Date 1-19-21

*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.


The Chief Financial Officer affirms that there is adequate funding available for this personnel action.

Green Acres Funding Source for this action



Chief Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

nm pmft N/A  Date _____
Certifying Officer

For LGS use only:

☐ Approved

☐ Denied

Date

Director or Designee,
Division of Local Government Services

Number Assigned _____

Initial Report ☒ Revised Report ☐ Closing Report ☐**Bureau of Grants Management Grant Summary Form****Grant Status Code: G**

(green - g; yellow - y; red - r)

Department: Planning and Development – Park Projects

Grant Administrator: Tamara Jefferson

Grant Administrator #: 757-7393

Grant/Project Name:		Multi-Parks Development			
Grant #:		#0408-17-014			
City Contract Date:			City Contract #:		
Application Resolution #:			Appropriation Code :		
Funding Source:		NJ Department of Environmental Protection - Green Acres Program			
Pass Through:	Y	<input checked="" type="radio"/> N	Source:		
Amount of Grant:		\$1,500,000.00 + \$750,000.00			
Local Match:	<input checked="" type="radio"/> Y	<input type="radio"/> N	Cash:	\$500,000.00	In-Kind:
Budget Insertion Resolution # & Date:			Accepting Grant Resolution # MC:		
Term of Grant:	Thru 2/2/22		Location of Activity:		Whitman Park
Date of Analysis:	21-Apr-20		Reviewed By:		Kelly Mobley

Summary:

3-Dec-20: The Department of Public Works is currently requesting authorization to adopt a Green Acres Enabling Resolution for the Multi-Park Development Project to increase the amount by \$750,000. Funding will be utilized to develop and create a continuous ADA accessible greenway trail and Waterfront Park between Pyne Poynt Park and 3rd Street.

Additionally, the Department is seeking authorization by council to accept and insert (temporary emergency appropriation) an additional \$750,000 in Green Acres Funding for the Multi-Park Project. New grant amount: \$2,250,000.00

Finally, the Department is seeking council authorization to amend the Subrecipient Agreement between the City and Cooper's Ferry Partnership to increase the contract agreement by \$750,000 for professional services/construction management in connection with the Multi-Parks Development.

As matching requirements will be provided for by Cooper's Ferry Development Association.

21-Apr-20: The Department of Public Works is currently requesting authorization to accept and insert a \$1,500,000 grant from the New Jersey Department of Environmental Protection Green Acres Program for the Multi-Parks Development Project. As a part of the North Camden Waterfront Development Project, the City will create RCA Pier Park on a former industrial pier currently used for parking. The 2.5 acre park project will involve shore stabilization; replacement of existing paved areas with a lawn area; installation of landscaping, lighting, walkways, storm-water management improvements, and park amenities.

Problematic Areas/Recommendations: The \$500,000 share required for this agreement will be managed by Cooper's Ferry thru Liberty Property Trust.

Based on prior history with Green Acres funding, the City should anticipate a delay in reimbursements for the project.

grant summary/NJDEP Green Acres - Multi-Park Development

BUREAU OF GRANTS MANAGEMENT GRANT SUMMARY FORM

INITIAL REPORT ☐ REVISED REPORT ☒ CLOSING REPORT ☐
BUREAU OF GRANTS MANAGEMENT GRANT SUMMARY FORM
 GRANT STATUS CODE: ☐
 (GREEN-G, YELLOW-Y, RED-R)

DEPARTMENT: **PUBLIC WORKS/PARKS**

GRANT ADMINISTRATOR: **GRANT ADMINISTRATOR #**

GRANT/PROJECT NAME:			MULTI-PARKS DEVELOPMENT PROJECT			
GRANT #:			#0408-17-014			
CITY CONTRACT DATE:			CITY CONTRACT #:			
APPLICATION RESOLUTION #:			APPROPRIATION CODE			
FUNDING SOURCE:			NJDEP GREEN ACRES PROGRAM			
PASS THROUGH:	Y	N	SOURCE:			
AMOUNT OF GRANT:			\$1,500,000.00			
LOCAL MATCH:	Y	N	CASH:		IN-KIND:	
BUDGET INSERTION RESOLUTION # & DATE:		MC-20:7479 R-39; 5/12/20		ACCEPTING GRANT RESOLUTION # MC:		MC-20:7478 R-38; 5/5/20
TERM OF GRANT:			LOCATION OF ACTIVITY:		Waterfront Area -RCA Park NC - Waterfront Walkway	
DATE OF ANALYSIS:			REVIEWED BY:			

Summary:

12/1/20 Processing a Request for Resolution for City Council's next meeting. Said request is authorizing Amendment #1 to Subrecipient Agreement between the City and Cooper's Ferry Partnership for Professional Services/Construction Management in connection with the Multi-Parks Development Project. The State of New Jersey, DEP Green Acres Program previously awarded the City a \$1,500,000.00 matching grant and now intends to increase the grant award by \$ 750,000.00. This will allow Cooper's Ferry to provide additional professional services and improvements per their agreement with the City's planning effort to develop and create the Waterfront Park and Greenway Trail in connection with the Multi-Parks Development Project.

12/1/20 Processing a Request for Resolution for City Council's next meeting. Said request is authorizing a budget insertion of a State of New Jersey, Department of Environmental Protection Green Acres Matching Grant in the amount of \$ 750,000.00. Funding will be utilized to support the City's planning effort to develop and create the Waterfront Park and Greenway Trail in connection with the Multi-Parks Development Project.

12/1/20 Processing a Request for Resolution for City Council's next meeting. Said request is authorizing the acceptance of a State of New Jersey, Department of Environmental Protection Green Acres Matching Grant in the amount of \$ 750,000.00. Funding will be utilized to support the City's planning effort to develop and create the Waterfront Park and Greenway Trail in connection with the Multi-Parks Development Project.

BUREAU OF GRANTS MANAGEMENT GRANT SUMMARY FORM

12/01/20 Processing a Request for Resolution for City Council's next meeting. Said request is authorizing the City to Adopt a State of NJ DEP Green Acres Enabling Resolution for the Multi-Parks Development Project #0408-17-014. Green Acres previously awarded the City a \$1,500,000.00 grant and intends to increase the grant funding by \$750,000.00. Said funding will be utilized to develop and create an ADA accessible greenway trail and Waterfront Park between Pyne Poynt Park and 3rd Street.

4/20/20 Processing Request for City Council Approval for 5/12/20 meeting for the acceptance of a State of New Jersey, Department of Environmental Protection Green Acres Grant in the amount of \$1,500,000.00 to be utilized for Camden City's Multi-Parks Development Project.
Project # 0408-17-014

4/20/20 Processing Request for City Council Approval for 5/12/20 meeting for a budget insertion of a State of New Jersey, Department of Environmental Protection Green Acres Grant in the amount of \$1,500,000.00 to be utilized for Camden City's Multi-Parks Development Project.
Project # 0408-17-014

Project Budget	\$ 1,500,000.00
Balance Available	\$ 1,500,000.00

Time Lines:	Anticipated commencement	3/2020
	Anticipated completion	TBD

Problematic Areas/Recommendations:

Cabinet # 1	Drawer # 1

12/20

Prepared By: _____

Cecile M. Murphy

Green Acres Program
Department of Environmental Protection
(609) 984-0570

AMENDED GREEN ACRES PROJECT AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CAMDEN CITY

CAMDEN COUNTY

(Supersedes Green Acres Project Agreement dated February 7, 2020)

____ Green Acres Copy
____ Local Government Unit Copy

File No. 0408-17-014
Dated: _____

7/8/2020

**THE STATE OF NEW JERSEY
BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM**

AMENDED

GREEN ACRES PROJECT AGREEMENT

BETWEEN the City of Camden, Camden County, having offices at 520 Market Street, City Hall, 4th Floor, P.O. Box 95120, Camden, NJ 08101, hereinafter "Local Government Unit", and

The State of New Jersey by the Department of Environmental Protection, Green Acres Program, Mail Code 501-01, P. O. Box 420, Trenton, New Jersey 08625-0420, hereinafter "State" (collectively the "Parties"),

WITNESSETH:

WHEREAS, the Local Government Unit has submitted an application to the State for financial assistance under the Green Acres Program; and

WHEREAS, the State has reviewed said application and has found it to be in conformance with the scope and intent of the Green Acres Program and has approved the Local Government Unit's request and awarded funding ("Green Acres Funds"); and

WHEREAS, the Parties wish to execute this Amended Green Acres Project Agreement ("Project Agreement") to govern the Local Government Unit's use of Green Acres Funds; and

WHEREAS, the Local Government Unit has agreed to utilize the Green Acres Funds and to hold and use the premises hereinafter described in accordance with the Green Acres Laws; and,

WHEREAS, the Local Government Unit has previously entered into a Green Acres Project Agreement awarding Green Acres Funds, dated February 7, 2020, for a total Project Cost of \$13,378,172.50; and

WHEREAS, the State has not fully disbursed all previously awarded Green Acres Funds governed under the prior Green Acres Project Agreement; and

WHEREAS, the Parties seek to update the terms of the prior Green Acres Project Agreement and intend that this Project Agreement shall supersede and replace the prior Green Acres Project Agreements between the State and the Local Government Unit and that the Local Government Unit's use of all Green Acres Funds shall be governed exclusively and bound by this Project Agreement; and

WHEREAS, the State has received a certain Outdoor Recreation Legacy Partnership Program grant from the National Park Service's Land and Water Conservation Fund and the State intends to pass

through certain of those grant funds to the Local Government Unit to cover a portion of costs related to the project; and

WHEREAS, the Local Government Unit agrees to comply with all terms and conditions related to the Outdoor Recreation Legacy Partnership Program funding.

NOW, THEREFORE, in consideration of the principles, assurances and premises contained herein, the Parties agree to perform in accordance with the provisions, terms and conditions set forth in this Project Agreement.

APPROVED PROJECT DESCRIPTION

**LOCAL GOVERNMENT
UNIT:**

Camden City

PROJECT NUMBER:

0408-17-014

TYPE OF PROJECT:

_____ Acquisition

_____ **X** _____ Development

PROJECT TITLE:

Multi-Parks Development

APPROVED PROJECT SCOPE:

The City of Camden, in partnership with Coopers Ferry Partnership and the Camden Special Services District, proposes the development of multiple parks in the City. To begin, as part of the North Camden Waterfront Development Project, the City will create RCA Pier Park on a former industrial pier currently used for parking. The 2.5 acre park project will involve shore stabilization; replacement of existing paved areas with a lawn area; installation of landscaping, lighting, walkways, stormwater management improvements, and park amenities (benches, trash cans, drinking fountains).

The second portion of the project will create a continuous ADA accessible greenway trail and waterfront park between Pyne Poynt Park and Third Street. Proposed park elements include a multi-use trail, a boat & kayak launch/ramp, floating docks, sheet pile/bulkhead repairs, a lawn and picnic area, and scenic overlooks. The new park will have lighting, security cameras, two parking lots, paver walkways, stormwater management improvements including rain gardens, landscaping, fencing, and park amenities (benches, drinking fountains, trash receptacles). This portion of the project will be funded by a grant from the National Park Service, Outdoor Recreation Legacy Partnership Program.

PROJECT LOCATION (a lot and block description of the premises to be acquired or developed):

RCA Pier Park

Block 80, Lot 2.04

Block 81.06, Lot 3.05

Waterfront Walkway

Block 4, Lot 64

Block 746, Lots p/o 17, p/o 18, 24, p/o 25, 32

Block 747, p/o Lot 1

Portion of the right-of-way for Sixth Street (to be vacated)

ALLOCATION OF PROJECT COST:

Funds directly from Local Government Unit	\$500,000	
LOCAL SHARE		\$500,000
State Loan	\$0	
State Grant	\$1,500,000	
Outdoor Recreation Legacy Partnership Program Grant through NJDEP	\$750,000	
STATE SHARE*		\$2,250,000
OTHER SHARE		\$10,628,172.50
ESTIMATED TOTAL COST FOR APPROVED PROJECT		\$13,378,172.50

State Funds Governed under this Project Agreement:

Funding Authorized under Original Project Agreement:		Grant:	Loan:
P.L. 2017 C.146	75% Matching Grant	\$1,000,000	\$0
JBOC #49	75% Matching Grant	\$500,000	\$0
Additional funding authorized under this current Amended Project Agreement:		Grant:	Loan:
Federal Outdoor Recreation Legacy Partnership Program Grant	50% Matching Grant	\$750,000	\$0
Total:		\$2,250,000	\$0

.CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: Next Available

TO: Jason Asuncion, Business Administrator

FROM: Keith L. Walker, Director, DPW

Department Making Request: Department of Public Works / Parks Bureau

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing a temporary emergency appropriation of a \$ 750,000.00 grant award authorized by NJ Department of Environmental Protection Green Acres Program for the Waterfront Walkway portion of the Multi-Park Development Project #0408-17-014.

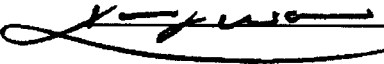
BRIEF DESCRIPTION: Requesting authorization for the insertion of said grant award which shall be utilized to support the city's planning efforts to develop and create a continuous ADA accessible greenway trail and Waterfront Park between Pyne Poynt Park and 3rd Street.

BIDDING PROCESS: N.A.

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): N.A.

AMOUNT: \$ 750,000.00 – Grant Award

	<u>Date</u>	<u>Signature</u>
Approved by Municipal Engineer:	_____	_____
Approved by Relevant Director:	12-1-20	
Approved by Grants Management:	_____	_____
		(If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds	_____	_____
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____
Received by City Attorney:	_____	_____

	<i>(Name) Please Print</i>	<i>(Extension #)</i>
Prepared By:	Tamara M. Jefferson	ext. 7393
Contact Person:	SAME	

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	Camden
--------------	--------

Professional Service or EUS Type	
Name of Vendor	Department of Environmental Protection
Purpose or Need for service:	The City of Camden wishes to insert in the temporary budget a Green Acres Grant in the amount of \$ 750,000.00 from DEP. Said granted will be utilized to develop and create a continuous ADA accessible greenway trail and Waterfront Park between Pyne Poynt and 3 rd Street.
Contract Award Amount	\$750,000.00
Term of Contract	
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	N.A.
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	N.A.
Were other proposals received? If so, please attach the names and amounts for each proposal received?	N.A.

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature* Date _____

Business Administrator/Manager Signature

Date _____

***For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.**

The Chief Financial Officer affirms that there is adequate funding available for this personnel action.
_____ Funding Source for this action

Chief Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

Certifying Officer

Date

For LGS use only:

() Approved () Denied

Date

Director or Designee,
Division of Local Government Services

Number Assigned _____

Prepared By:

Cecile M. Murphy

Green Acres Program
Department of Environmental Protection
(609) 984-0570

AMENDED GREEN ACRES PROJECT AGREEMENT

BETWEEN

THE STATE OF NEW JERSEY

BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

AND

CAMDEN CITY

CAMDEN COUNTY

(Supersedes Green Acres Project Agreement dated February 7, 2020)

 Green Acres Copy
 Local Government Unit Copy

File No. 0408-17-014
Dated:

7/8/2020

**THE STATE OF NEW JERSEY
BY THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GREEN ACRES PROGRAM**

AMENDED

GREEN ACRES PROJECT AGREEMENT

BETWEEN the City of Camden, Camden County, having offices at 520 Market Street, City Hall, 4th Floor, P.O. Box 95120, Camden, NJ 08101, hereinafter "Local Government Unit", and

The State of New Jersey by the Department of Environmental Protection, Green Acres Program, Mail Code 501-01, P. O. Box 420, Trenton, New Jersey 08625-0420, hereinafter "State" (collectively the "Parties"),

WITNESSETH:

WHEREAS, the Local Government Unit has submitted an application to the State for financial assistance under the Green Acres Program; and

WHEREAS, the State has reviewed said application and has found it to be in conformance with the scope and intent of the Green Acres Program and has approved the Local Government Unit's request and awarded funding ("Green Acres Funds"); and

WHEREAS, the Parties wish to execute this Amended Green Acres Project Agreement ("Project Agreement") to govern the Local Government Unit's use of Green Acres Funds; and

WHEREAS, the Local Government Unit has agreed to utilize the Green Acres Funds and to hold and use the premises hereinafter described in accordance with the Green Acres Laws; and,

WHEREAS, the Local Government Unit has previously entered into a Green Acres Project Agreement awarding Green Acres Funds, dated February 7, 2020, for a total Project Cost of \$13,378,172.50; and

WHEREAS, the State has not fully disbursed all previously awarded Green Acres Funds governed under the prior Green Acres Project Agreement; and

WHEREAS, the Parties seek to update the terms of the prior Green Acres Project Agreement and intend that this Project Agreement shall supersede and replace the prior Green Acres Project Agreements between the State and the Local Government Unit and that the Local Government Unit's use of all Green Acres Funds shall be governed exclusively and bound by this Project Agreement; and

WHEREAS, the State has received a certain Outdoor Recreation Legacy Partnership Program grant from the National Park Service's Land and Water Conservation Fund and the State intends to pass

through certain of those grant funds to the Local Government Unit to cover a portion of costs related to the project; and

WHEREAS, the Local Government Unit agrees to comply with all terms and conditions related to the Outdoor Recreation Legacy Partnership Program funding.

NOW, THEREFORE, in consideration of the principles, assurances and premises contained herein, the Parties agree to perform in accordance with the provisions, terms and conditions set forth in this Project Agreement.

APPROVED PROJECT DESCRIPTION

**LOCAL GOVERNMENT
UNIT:**

Camden City

PROJECT NUMBER:

0408-17-014

TYPE OF PROJECT:

_____ Acquisition X Development

PROJECT TITLE:

Multi-Parks Development

APPROVED PROJECT SCOPE:

The City of Camden, in partnership with Coopers Ferry Partnership and the Camden Special Services District, proposes the development of multiple parks in the City. To begin, as part of the North Camden Waterfront Development Project, the City will create RCA Pier Park on a former industrial pier currently used for parking. The 2.5 acre park project will involve shore stabilization; replacement of existing paved areas with a lawn area; installation of landscaping, lighting, walkways, stormwater management improvements, and park amenities (benches, trash cans, drinking fountains).

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PROJECT LOCATION (a lot and block description of the premises to be acquired or developed):

RCA Pier Park

Block 80, Lot 2.04

Block 81.06, Lot 3.05

Waterfront Walkway

Block 4, Lot 64

Block 746, Lots p/o 17, p/o 18, 24, p/o 25, 32

Block 747, p/o Lot 1

Portion of the right-of-way for Sixth Street (to be vacated)

ALLOCATION OF PROJECT COST:

Funds directly from Local Government Unit	\$500,000	
LOCAL SHARE		\$500,000
State Loan	\$0	
State Grant	\$1,500,000	
Outdoor Recreation Legacy Partnership Program Grant through NJDEP	\$750,000	
STATE SHARE*		\$2,250,000
OTHER SHARE		\$10,628,172.50
ESTIMATED TOTAL COST FOR APPROVED PROJECT		\$13,378,172.50

State Funds Governed under this Project Agreement:

Funding Authorized under Original Project Agreement:		Grant:	Loan:
P.L. 2017 C.146	75% Matching Grant	\$1,000,000	\$0
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Additional funding authorized under this current Amended Project Agreement:		Grant:	Loan:
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Total:		\$2,250,000	\$0

BUREAU OF GRANTS MANAGEMENT GRANT SUMMARY FORM

INITIAL REPORT ☐ REVISED REPORT ☒ CLOSING REPORT ☐
 BUREAU OF GRANTS MANAGEMENT GRANT SUMMARY FORM
 GRANT STATUS CODE: _____
 (GREEN-G, YELLOW-Y, RED-R)

DEPARTMENT: **PUBLIC WORKS/PARKS**

GRANT ADMINISTRATOR: _____ GRANT ADMINISTRATOR # _____

GRANT/PROJECT NAME:			MULTI-PARKS DEVELOPMENT PROJECT			
GRANT #:			#0408-17-014			
CITY CONTRACT DATE:					CITY CONTRACT #:	
APPLICATION RESOLUTION #:					APPROPRIATION CODE	
FUNDING SOURCE:			NJDEP GREEN ACRES PROGRAM			
PASS THROUGH:	Y	N	SOURCE:			
AMOUNT OF GRANT:			\$1,500,000.00			
LOCAL MATCH:	Y	N	CASH:		IN-KIND:	
BUDGET INSERTION RESOLUTION # & DATE:		MC-20:7479 R-39; 5/12/20		ACCEPTING GRANT RESOLUTION # MC:		MC-20:7478 R-38; 5/5/20
TERM OF GRANT:					LOCATION OF ACTIVITY: Waterfront Area - RCA Park NC - Waterfront Walkway	
DATE OF ANALYSIS:					REVIEWED BY:	

Summary:

12/1/20 Processing a Request for Resolution for City Council's next meeting. Said request is authorizing a budget insertion of a State of New Jersey, Department of Environmental Protection Green Acres Matching Grant in the amount of \$ 750,000.00. Funding will be utilized to support the City's planning effort to develop and create the Waterfront Park and Greenway Trail in connection with the Multi-Parks Development Project.

12/1/20 Processing a Request for Resolution for City Council's next meeting. Said request is authorizing the acceptance of a State of New Jersey, Department of Environmental Protection Green Acres Matching Grant in the amount of \$ 750,000.00. Funding will be utilized to support the City's planning effort to develop and create the Waterfront Park and Greenway Trail in connection with the Multi-Parks Development Project.

12/01/20 Processing a Request for Resolution for City Council's next meeting. Said request is authorizing the City to Adopt a State of NJ DEP Green Acres Enabling Resolution for the Multi-Parks Development Project #0408-17-014. Green Acres previously awarded the City a \$1,500,000.00 grant and intends to increase the grant funding by \$750,000.00. Said funding will be utilized to develop and create an ADA accessible greenway trail and Waterfront Park between Pyne Poynt Park and 3rd Street.

BUREAU OF GRANTS MANAGEMENT GRANT SUMMARY FORM

4/20/20 Processing Request for City Council Approval for 5/12/20 meeting for the acceptance of a State of New Jersey, Department of Environmental Protection Green Acres Grant in the amount of \$1,500,000.00 to be utilized for Camden City's Multi-Parks Development Project.
Project # 0408-17-014

4/20/20 Processing Request for City Council Approval for 5/12/20 meeting for a budget insertion of a State of New Jersey, Department of Environmental Protection Green Acres Grant in the amount of \$1,500,000.00 to be utilized for Camden City's Multi-Parks Development Project.
Project # 0408-17-014

Project Budget	\$ 1,500,000.00
Balance Available	\$ 1,500,000.00

Time Lines:	Anticipated commencement	3/2020
	Anticipated completion	TBD

Problematic Areas/Recommendations:

Cabinet # 1	Drawer # 1

12/20

Grant Agreement

P18AP00011 / 34-00399

Between

THE UNITED STATES DEPARTMENT OF INTERIOR
NATIONAL PARK SERVICE

AND

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTIONS

DUNS No.: 607415197

Mail Code 501-01 PO Box 420

Trenton, New Jersey 08625

Mercer County

CFDA: 15.916

Project Title: ORLP North Camden Waterfront Park

Amount of Federal Funds Obligated: \$750,000.00

Total Amount of Award: \$2,487,714.00

Period of Performance: 03/01/2018 – 02/28/2021

This Grant Agreement (Agreement) is entered into by the U.S. Department of the Interior, National Park Service (NPS), and the New Jersey Department of Environmental Protections (Recipient).

ARTICLE I – BACKGROUND AND OBJECTIVES

The City of Camden's North Camden Waterfront Park is located on the banks of the Delaware River in this densely populated city. This Outdoor Recreation Legacy Partnership (ORLP) grant will partially fund the transformation of the 13-acre North Camden Waterfront Park. In past years, this park was a contaminated property that has a history of illicit activities and illegal dumping. There is only one access point to the river in the city, which is constructed haphazardly, lacking any user amenities. There is a considerable need for a full revitalization of this outdoor recreation area, to provide citizens access to green space for exercise, picnicking, and eventually river access in subsequent phases. This ORLP grant will match the City's contribution, both of which will fund the site preparation, removal of contaminated soil, capping, storm water management, installation of a new greenway trail, boardwalk construction, landscaping, and other physical improvements. This portion will be phase 1 of a 3-phased larger project that will eventually add a fishing pier, boat launch, and continuous greenway connecting to downtown Camden and neighboring Cramer Hill. The New Jersey Department of Environmental Protection has a positive record of managing LWCF projects by creating partnerships with communities and providing technical assistance to ensure project success.

ARTICLE II – AUTHORITY

NPS enters into this Agreement pursuant to the Land and Water Conservation Fund Act of 1965 (P.L. 88-578) as codified at 54 USC §200305.

ARTICLE III – STATEMENT OF WORK

A. The Recipient agrees to:

1. Contract for professional services for park revitalization improvements including:

- i. Design and Engineering
- ii. Administration
- iii. Site Preparation
- iv. Demolition/Removal/Capping of contaminated soil
- v. Paving and Concrete a new 0.5 mile greenway trail
- vi. Boardwalk construction
- vii. Painting and Signage
- viii. Storm water management
- ix. Landscaping
- x. Soil Erosion and Sediment Control
- xi. Fencing
- xii. Landscaping

2. Maintain North Camden Waterfront Park for public use as an inviting outdoor recreation destination for City residents and visitors to enjoy.

B. No substantial involvement on the part of the NPS is anticipated for the successful completion of the statement of work detailed in this award. It is anticipated that involvement will be limited to actions related to monitoring project performance, and technical assistance at the request of the recipient.

ARTICLE IV – TERM OF AGREEMENT

The Agreement is effective on 03/01/2018 (Effective Date) through 02/28/2021 (Expiration Date), unless terminated earlier per Article XIV and XVI. The period from the Effective Date to the Expiration Date is the period of performance for the Agreement (Agreement Term).

ARTICLE V – SPECIAL CONDITIONS APPLICABLE TO THIS AGREEMENT

Not Applicable

ARTICLE VI – PRE-AWARD INCURRENCE OF COSTS

Not Applicable

ARTICLE VII – KEY OFFICIALS

- A. Key officials are essential to ensure maximum coordination and communications between the parties and the work being performed. They are:

1. For the NPS:

Awarding Officer (AO):

Gwenevere P. Smith
Chief, Recreation Programs Branch
National Park Service
Southeast Regional Office
100 Alabama Street, SW 1924 Bldg.
Atlanta, GA 30303
Phone: (404) 507-5800
Fax: (404) 507-5877
gwen_smith@nps.gov

Program Officer:

J. Jacob Gauthier
Program Officer
National Park Service
Southeast Regional Office
100 Alabama Street, SW 1924 Bldg.
Atlanta, GA 30303
Phone: (404) 507-6844
Fax: (404) 507-5877
jacob_gauthier@nps.gov

2. For the Recipient:

Richard Boornazian, Assistant Commissioner
State Liaison Officer
New Jersey Department of Environmental Protection
Mail Code 501-01
P.O. Box 420
501 East State Street, 3rd Floor
Trenton, NJ 08625
(609) 292-3541
(609) 984-0836
Richard.boornazian@dep.nj.gov

Steven Jandoli, Supervising Program Specialist
New Jersey Department of Environmental Protection

Mail Code 501-01
P.O. Box 420
501 East State Street, 3rd Floor
Trenton, NJ 08625
(609) 984-0499
(609) 984-0608
Steve.jandoli@dep.nj.gov

- B. **Communications.** Recipient shall address any communication regarding this Agreement to the Program Officer with a copy to the AO. Communications that relate solely to technical matters may be sent only to the Program Officer.

ARTICLE VIII – AWARD AND PAYMENT

- A. NPS will provide funding to the Recipient in an amount not to exceed \$750,000.00 for the Statement of Work described in Article III and in accordance with the Applicant's submitted SF-424C and Budget Narrative, which the NPS has approved and is incorporating by reference.
- B. Recipient shall request payment in accordance with the following:
1. **Method of Payment.** Under most circumstances, payments on grants will be handled on a reimbursement basis. Sponsors seeking a cash advance for a project must first make a request to the AO for an exception.
 2. **Requesting Reimbursement.** Requests for reimbursements must be submitted via the Department of Treasury's Automated Standard Application for Payments (ASAP). Requests for reimbursement should coincide with normal billing patterns. Each request must be limited to the amount of disbursements made for the Federal share of direct project costs and the proportionate share of allowable indirect costs incurred during that billing period.
 3. **Adjusting Payment Requests for Available Cash.** Funds that are available from repayments to, and interest earned on, a revolving fund, program income, rebates, refunds, contract settlements, audit recoveries, credits, discounts, and interest earned on any of those funds must be disbursed before requesting additional cash payments.
 4. **Bank Accounts.** All payments are made through electronic funds transfer to the bank account identified in the ASAP system by the FA Recipient.
 5. **Supporting Documents and Agency Approval of Payments.** Additional supporting documentation and prior NPS approval of payments may be required when/if a FA Recipient is determined to be "high risk" or has

performance issues. If prior Agency payment approval is in effect for an award, the ASAP system will notify the FA Recipient when they submit a request for payment. The Recipient must then notify the NPS AO that a payment request has been submitted. The NPS AO may request additional information from the Recipient to support the payment request prior to approving the release of funds, as deemed necessary. The FA Recipient is required to comply with these requests. Supporting documents may include invoices, copies of contracts, vendor quotes, and other expenditure explanations that justify the reimbursement requests.

- C. In order to receive a financial assistance award and to ensure proper payment, it is required that Recipient maintain their registration with the System for Award Management (SAM), accessed at <http://www.sam.gov>. Failure to maintain registration can impact obligations and payments under this Agreement and/or any other financial assistance or procurements documents the Recipient may have with the Federal government.
- D. **Allowable and Eligible Costs.** Expenses charged against awards under the Agreement may not be incurred prior to the beginning of the Agreement unless specifically approved as a pre-award cost or with prior approval from the NPS AO via a Waiver of Retroactivity, and may be incurred only as necessary to carry out the approved objectives, scope of work, and budget of the project. The Recipient shall not incur costs or obligate funds for any purpose pertaining to the operation of the project, program, or activities beyond the expiration date stipulated in the award.
- E. **Travel Costs.** Not Applicable
- F. **Indirect Costs.** Indirect costs will not be allowable charges against the award unless a copy of the approved negotiated indirect cost rate has been submitted with the application and costs are specifically included as a line item in the approved budget incorporated into the award.
- G. **Recipient Cost Share or Match.** Any non-Federal share, whether in cash or in-kind, is expected to be paid out at the same general rate as the Federal share. Exceptions to this requirement may be granted by the AO based on sufficient documentation demonstrating previously determined plans for or later commitment of cash or in-kind contributions. In any case, the Recipient must meet their cost share commitment over the life of the award.

ARTICLE IX – COST-SHARING REQUIREMENT

At least 30% non-Federal cost-share is required for costs incurred under this Agreement.

ARTICLE X – APPROVED INDIRECT RATE

Not Applicable

ARTICLE XI – PRIOR APPROVAL

The Recipient shall obtain prior approval for budget and program revisions in accordance with 2 CFR 200.308.

ARTICLE XII – REPORTS AND/OR DELIVERABLES

- A. Specific projects, tasks or activities for which funds are reimbursed will be tracked and reported by annual submission of a SF-425 Federal Financial Report (FFR) and annual submission of a Performance Report. A final SF-425 and Performance Report shall be submitted at the completion of the Agreement. The following reporting period end date shall be used for interim reports March 31. For final the SF-425 and Performance Report, the reporting period end date shall be the end date of the agreement. Annual and final reports shall be submitted no later than 90 days after project is completed or the grant end period date, whichever comes first. All reports shall be submitted via email to the NPS Program Officer with a copy to the AO.
- B. The Secretary of the Interior and the Comptroller General of the United States, or their duly authorized representatives, will have access, for the purpose of financial or programmatic review and examination, to any books, documents, papers, and records that are pertinent to the Agreement at all reasonable times during the period of retention in accordance with 2 CFR 200.333.

ARTICLE XIII – REPORTING OF MATTERS RELATED TO RECIPIENT INTEGRITY AND PERFORMANCE

- A. **General Reporting Requirement:** If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you, as the recipient, during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph B of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

- B. Proceedings You Must Report:** Submit the information required about each proceeding that:
1. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
 2. Reached its final disposition during the most recent five year period; and
 3. Is one of the following:
 - a) A criminal proceeding that resulted in a conviction, as defined in paragraph E of this award term and condition;
 - b) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - c) An administrative proceeding, as defined in paragraph E of this award term and condition, that resulted in a finding of fault and liability and payment of either a monetary fine or penalty of \$5,000 or more; or reimbursement, restitution, or damages in excess of \$100,000; or
 - d) Any other criminal, civil, or administrative proceeding if:
 - i. It could have led to an outcome described in paragraph B.3(a), (b), or (c) of this award term and condition;
 - ii. It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - iii. The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
- C. Reporting Procedures:** Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph B of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.
- D. Reporting Frequency:** During any period of time when you are subject to the requirement in paragraph A of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
- E. Definitions:** For purposes of this award term and condition:

1. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
2. Conviction means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
3. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - a) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - b) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

ARTICLE XIV – MODIFICATION, REMEDIES FOR NONCOMPLIANCE, TERMINATION

- A. This Agreement may be modified only by a written instrument executed by the parties. Modifications will be requested in writing and approved by the NPS AO and the authorized representative of Recipient.
- B. Additional conditions may be imposed by NPS if it is determined that the Recipient is non-compliant to the terms and conditions of this agreement. Remedies for Noncompliance can be found in 2 CFR 200.338 and the LWCF Assistance Manual (https://www.nps.gov/subjects/lwcf/upload/lwcf_manual.pdf).
- C. This Agreement may be terminated consistent with applicable termination provisions for Agreements found in 2 CFR 200.339 through 200.342 and the LWCF Assistance Manual.

ARTICLE XV – GENERAL AND SPECIAL PROVISIONS

A. General Provisions

1. **OMB Circulars and Other Regulations.** The following Federal regulations are incorporated by reference into this Agreement (full text can be found at <http://www.ecfr.gov>):
 - a) **Administrative Requirements:**

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in its entirety;

b) Determination of Allowable Costs:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart E; and

c) Audit Requirements:

2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F.

d) Code of Federal Regulations/Regulatory Requirements:

2 CFR Part 182 & 1401, “Government-wide Requirements for a Drug-Free Workplace”;

2 CFR 180 & 1400, “Non-Procurement Debarment and Suspension”, previously located at 43 CFR Part 42, “Governmentwide Debarment and Suspension (NonProcurement)”;

43 CFR 18, “New Restrictions on Lobbying”;

2 CFR Part 175, “Trafficking Victims Protection Act of 2000”;

FAR Clause 52.203-12, Paragraphs (a) and (b), Limitation on Payments to Influence Certain Federal Transactions;

2 CFR Part 25, System for Award Management (www.SAM.gov) and Data Universal Numbering System (DUNS); and

2 CFR Part 170, “Reporting Subawards and Executive Compensation”.

- 2. Non-Discrimination.** All activities pursuant to this Agreement shall be in compliance with the requirements of Executive Order 11246, as amended; Title VI of the Civil Rights Act of 1964, as amended, (78 Stat. 252; 42 U.S.C. §§2000d et seq.); Title V, Section 504 of the Rehabilitation Act of 1973, as amended, (87 Stat. 394; 29 U.S.C. §794); the Age Discrimination Act of 1975 (89 Stat. 728; 42 U.S.C. §§6101 et seq.); and with all other federal laws and regulations prohibiting discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex.
- 3. Lobbying Prohibition.** 18 U.S.C. §1913, Lobbying with Appropriated Moneys, as amended by Public Law 107-273, Nov. 2, 2002 – No part of the

money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, a jurisdiction, or an official of any government, to favor, adopt, or oppose, by vote or otherwise, any legislation, law, ratification, policy, or appropriation, whether before or after the introduction of any bill, measure, or resolution proposing such legislation, law, ratification, policy, or appropriation; but this shall not prevent officers or employees of the United States or of its departments or agencies from communicating to any such Members or official, at his request, or to Congress or such official, through the proper official channels, requests for legislation, law, ratification, policy, or appropriations which they deem necessary for the efficient conduct of the public business, or from making any communication whose prohibition by this section might, in the opinion of the Attorney General, violate the Constitution or interfere with the conduct of foreign policy, counter-intelligence, intelligence, or national security activities. Violations of this section shall constitute violations of section 1352(a) of title 31. In addition to the above, the related restrictions on the use of appropriated funds found in Div. F, § 402 of the Omnibus Appropriations Act of 2008 (P.L. 110-161) also apply.

4. **Anti-Deficiency Act.** Pursuant to 31 U.S.C. §1341 nothing contained in this Agreement shall be construed as binding the NPS to expend in any one fiscal year any sum in excess of appropriations made by Congress, for the purposes of this Agreement for that fiscal year, or other obligation for the further expenditure of money in excess of such appropriations.
5. **Business Enterprise Development.** Pursuant to Executive Order 12432 it is national policy to award a fair share of contracts to small and minority firms. NPS is strongly committed to the objectives of this policy and encourages all recipients of its Cooperative Agreements to take affirmative steps to ensure such fairness by ensuring procurement procedures are carried out in accordance with the Executive Order.
6. **Assignment.** No part of this Agreement shall be assigned to any other party without prior written approval of the NPS and the Assignee.
7. **Member of Congress.** Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
8. **Agency.** The Recipient is not an agent or representative of the United States, the Department of the Interior, NPS, or the Park, nor will the Recipient

CODE #

**SUBRECIPIENT GRANT AGREEMENT BY AND
BETWEEN THE CITY OF CAMDEN AND
COOPER'S FERRY PARTNERSHIP**

This AGREEMENT made this 10th day of March, 2019, by and between the **CITY OF CAMDEN** with a business address at 520 Market Street, Camden, NJ 08101, a body politic of the State of New Jersey (hereinafter referred to as the "CITY"), and **COOPER'S FERRY PARTNERSHIP** with a business address at One Port Center, Two Riverside Drive, Suite 501, Camden, NJ 08103 (hereinafter, "CFP"):

WITNESSETH

WHEREAS, the CITY and CFP (collectively "Parties") each engage in economic development activities; and

WHEREAS, the parties desire to cause the development of "RCA Pier Park", an approximately 2.5 acre public park to be constructed on the former RCA Pier on the Camden Waterfront, known as the Multi-Parks Development Project (hereinafter, "Project"); and

WHEREAS, the CITY has secured Green Acres funding in the amount of One Million Five Hundred Thousand Dollars (\$1,500,000) ("City Funds") for the proposed Project; and

WHEREAS, CFP with the support of the City has also secured Green Acres Funding in the amount of Two Hundred Fifty Thousand dollars (\$250,000.00) ("CFP Funds") for the proposed Project; and

WHEREAS, in addition to the above funding, Camden Special Services District ("CSSD") has also secured funding with the support of the City in the amount of Two Hundred Fifty Thousand dollars (\$250,000.00) ("CSSD Funds") for the proposed Project; and

WHEREAS, by council meeting dated June 12, 2018, R# 5, the CITY agrees to provide such requested funding through this sub-recipient agreement to CFP in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) as the project manager for the project management and development of the Project;

FOR AND IN CONSIDERATION of the mutual exchange of promises and covenants herein contained, the Parties hereto, intending to be legally bound hereby, agree as follows:

1. Scope of Work:

1.1 CFP shall manage all phases of the Project, as described in the RCA Pier Park Development Agreement ("RCA Agreement") between CFP and Camden Town Center LLC (CTC) (Exhibit A).

1.2 CFP shall contract for the supply of all professional, technical, and other services to accomplish, perform and carry to conclusion the final design phase for the Project as per the terms of the RCA Agreement subject to Public Contracting law and Foundation Funding laws, regulations and requirements.

1.3 CFP, under the direction of the CITY, and subject to the terms of the CFP/CTC Pier Park Development Agreement ("CTC Agreement" incorporated herein) shall coordinate the procurement of services, oversee, and manage all contractors and consultants to ensure the performance of the activities and services as per the terms of the RCA Agreement. CFP shall give the work the attention necessary to facilitate the progress thereof. CFP shall interact with various CITY Directors, personnel and stakeholders who are involved with the Project.

1.4 CFP and the CITY shall jointly agree on the procurement of construction services for the project in accordance with all bid procurement procedures as required by Green Acres, Public Contracting law and Foundation Funding laws, regulations and requirements and subject to the terms of the RCA Agreement. Once chosen, CFP shall oversee the performance of the activities and services as per the applicable terms of the RCA Agreement. CFP shall interact with various City Directors and personnel who are involved with the Project.

1.5 CFP obligations under the Grant Agreement are contingent upon the City, CSSD and CFP's receipt of Green Acres Funding for the Project and execution of a Grant Agreement between CSSD and CFP for the CSSD Funds to be provided to CFP for the management and development of the Project and the City's execution of a lease with CTC or the applicable party and any agreement(s) related thereto.

2. Green Acres Laws Incorporated by Reference:

CFP shall use funds made available under this Agreement pursuant to the New Jersey Department of Environmental Protection Green Acres Program (the "Green Acres Funds") only in accordance with all Green Acres Bond Acts (P.L. 1961, c.46; P.L. 1971, c.165; P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.165; P.L. 1989, c.183; P.L. 1992, c.88; P.L. 1995, c.204; P.L. 2007, c. 119; P.L. 2009, c. 117; and any State general obligation bond act that may be later approved for the purpose of providing funding for the acquisition or development of lands for recreation and conservation purposes); the Green Acres statutes (N.J.S.A. 13:8A-1 et seq., 13:8A-19 et seq., and 13:8A-35 et seq.); the Garden State Preservation Trust Act (P.L. 1999, c.152, codified at N.J.S.A. 13:8C-1 et seq.); the Green Acres rules (N.J.A.C. 7:36-1 et seq.) and any other law, statute, rule, regulation or ordinance governing the use of funding provided by or property acquired or developed in connection with the Green Acres Program (collectively, the "Green Acres Laws").

The Green Acres Laws are hereby incorporated by reference into this Agreement, as if set forth fully herein, and are binding upon CFP. CFP expressly agrees to comply with all Green Acres Laws. CFP's failure to comply with the Green Acres Laws shall be a material breach of this Agreement, whereupon CITY shall have all remedies available to it under this Agreement or any applicable law.

3. Notice to Proceed:

By virtue of this Agreement, CFP may not perform the Scope of Services until the authorized representative of the CITY provides CFP with a written Notice to Proceed. A Notice to Proceed will not be issued until a fully executed agreement between the Parties is finalized.

4. Compensation:

The CITY agrees to provide funding to the CFP from the Green Acres Funding, Project # 0408-17-014 in an amount not to exceed One Million Five Hundred Thousand Dollars (\$1,500,000) for the services set forth in the Grant Awards contingent upon the CITY's receipt of Green Acres Funding.

5. Requests for Funding:

CFP shall submit a written "Request for Funding" to the CITY no more than once every thirty (30) days for payment for expenses generated by the project. The "Request for Funding" shall be consistent with the project scope and budget and supported by an Application and Certificate for Payment and/or other documentation acceptable in form to the CITY. Copies of Invoices approved by the CFP will be forwarded to the CITY in support of each request for reimbursement for a particular project activity. The CITY shall use its best efforts to pay all properly documented invoices from CFP within thirty (30) days after receiving the request for payment. The CITY may, in its discretion, withhold payment and request additional documentation demonstrating the completion of the services by the contractor or vendor.

6. Payment by the CITY:

The CITY shall submit a payment to CFP after receipt by the CITY of a written "Request for Funding" which shall be deducted from the Green Acres Funding, Project # 0408-17-014 grant. All funding is contingent upon the receipt of funding by the CITY from the New Jersey Department of Environmental Protection, Green Acres Program. All funding is contingent upon compliance by CFP with the terms specified in the Grant Awards. All "Request for Funding" and supporting documentation shall be sent by CFP to:

Patrick Keating, Director of Finance
Department of Finance
520 Market Street – City Hall
Room 213
Camden, NJ 08102

7. Time of Performance:

Time is of the essence for the performance of services under this Agreement. In the event that the monies set forth herein are not used by CFP within one (1) year from the date of execution of this Agreement, the parties shall meet to discuss the status of the funding and the Project and Amendments as needed.

8. Submission of Progress Reports:

CFP shall submit to the CITY every thirty (30) days following the execution of this Agreement a "Progress Report" detailing the status of the project activities. CFP shall also deliver to the CITY such other information related to the project as the CITY may reasonably require from time to time. Additionally, CFP must have a monthly project meeting with the CITY and all project stakeholders.

9. Save and Hold Harmless:

CFP agrees to defend, indemnify, protect and hold harmless the CITY and State of New Jersey, its officers, commissioners, members, agents, servants and employees from and against any and all suits, claims, demands or damages caused by the negligent or willful conduct or breach of contract of CFP in connection with CFP's performance of this Agreement, including but not limited to, expenditures for and costs of investigations, hiring of expert witnesses, court costs, counsel fees, settlements, judgments or otherwise.

CFP shall require all contractors, subcontractors, consultants, and subconsultants performing the work set forth under this Agreement to defend, indemnify, protect and hold harmless the CITY and State of New Jersey, its officers, commissioners, members, agents, servants and employees from and against any and all suits, claims, demands or damages arising from it and/or their negligent or willful conduct or breach of any applicable contract.

10. Insurance:

The minimum requirements of insurance to be carried by CFP for the duration of this Agreement shall be as follows:

(a) General Liability Insurance

Public Liability Insurance in an amount not less than Five Million Dollars (\$5,000,000.00) combined single limit, or the equivalent, as respect to Bodily and Personal Injury and Property Damage in any one occurrence.

Contractual Liability to include coverage of the liabilities assumed under Section B, entitled "Save and Hold Harmless," in an amount not less than Five Million Dollars (\$5,000,000.00). Acceptance of coverage in this amount does not release CFP of full responsibility for all liabilities set forth in the indemnification clause in Section 8, "Save and Hold Harmless."

(b) Contractor/Consultant and Subcontractor/Subconsultant Insurance:

CFP shall be responsible for each contractor, consultant, subcontractor, and subconsultant performing services under this Agreement maintaining the following insurance: Commercial General Liability Insurance, Contractual Liability Insurance, Business Automobile Liability Insurance, Workers Compensation (if applicable) and Professional Liability Insurance (for professional consultants or subconsultants) in a form and amounts acceptable to CITY and State of New Jersey.

All insurance policies shall be maintained in full force and effect until all projects funded under this Agreement are completed. Each policy shall contain the provision that thirty (30) days' prior written notice will be given to CFP in the event of cancellation or material change in the policy and CFP shall notify CITY.

CFP shall furnish the CITY and State of New Jersey with certificates of insurance indicating that the required coverage is in force. Insurance companies providing such coverage shall be authorized to do business in the State of New Jersey. Neither approval nor failure to disapprove insurance certificates furnished by CFP, shall release CFP of the full responsibility for liabilities set forth in the indemnification clause in Section 8, "Save and Hold Harmless."

11. Termination or Modification:

CITY has the right to terminate this Agreement at any time, if the CITY does not receive funding from the State of New Jersey identified in Exhibit "A." Upon cancellation or termination by the CITY, the CITY shall pay its proportionate share of all outstanding CFP contractual obligations for the Project. CITY's proportionate share is two-thirds (2/3) based upon the CITY's expected contribution of \$1,500,000 of the total \$2,000,000 grant funds.

In the event that the Parties exercise their rights to modify this Agreement, the CITY and CFP shall have only such rights as may be stated in the Modified Agreement and shall retain no other rights.

12. Public Convenience & Safety

The safety, protection, and convenience are of primary importance and shall be provided for by CFP, its contractors and subcontractors in an adequate and satisfactory manner. CFP, its contractors and subcontractors shall at all times exercise caution for the protection of persons and property on the Premises.

13. Political Payments and/or Contributions:

CFP warrants to the CITY that neither CFP nor anyone authorized to act on CFP's behalf has made any payment or contribution to any political candidate, political committee, public official or any other person or entity, for the purpose of influencing the award of this Agreement. CFP agrees that if the CITY decides, after such hearing as it deems necessary, that this warranty has been breached, CFP shall, within thirty (30) days of this decision, pay to the CITY liquidated damages equal to five percent (5%) of the face amount of this Agreement. The CITY's decision shall be final, unless CFP seeks a review thereof in a commercial arbitration proceeding conducted by the American Arbitration Association, instituted by CFP within fifteen (15) days of receipt of the decision. CFP further agrees that it shall be ineligible to receive any award of any contract or purchase order from the CITY for a period of one (1) year from the date of any final decision unfavorable to it.

14. Application of Laws and Regulations:

- a. This Agreement shall be deemed to be a contract under, and for all purposes shall be governed by and construed and interpreted in accordance with the laws of the State of New Jersey. Except as specified in Section 12, "**Political Payments and/or Contributions**," the Courts of the State of New Jersey shall have sole jurisdiction to resolve any disputes arising hereunder.
- b. CFP shall comply with all applicable laws of all local, state, and federal government agencies or bodies with jurisdiction over any of the activities set forth in this Agreement. CFP shall require its contractors, consultants, or sub consultants to comply with all applicable laws including, but not limited to: Prevailing Wage, Nondiscrimination and Equal Opportunity Requirements (Exhibit ("C")), American Recovery and Reinvestment Act and Executive Order 11246, and to obtain all required permits or approvals from any governmental body.

15. Audit and Inspection of Records:

CFP shall permit the authorized representatives of the CITY to inspect and audit all data and records of CFP relating to CFP's performance under this Agreement.

16. Project Closeout.

CFP shall submit to the CITY all required Green Acres Program documentation for project close-out within thirty (30) days of the project completion.

17. Contractor/Subcontractor Agreements:

Bidding and awarding of any project contract must be in compliance with the Local Public Contracts Law and N.J.A.C. 7:36-14.2. CFP shall oversee the preparation of bid specifications for the work to be performed, and shall submit a draft copy of the specifications to the CITY for approval. CFP and the CITY shall jointly review the bids and jointly determine the lowest responsible bidder subject to the terms of the RCA Agreement. Specifically, Section 4.2.2 whereby the general contractor contract and all GMP contracts are subject to the approval or disapproval of CTC. CFP shall then submit the bid from the lowest responsible bidder for approval to its Board of Directors or by its Executive Committee, and a copy of the resolution approving the contract shall then be forwarded to CITY Council for its concurrence of the award before CFP issues a notice to proceed to the successful firm. In the event that CFP and CITY are unable to jointly determine the lowest responsible bidder then, and in that event, the decision of the CITY in such regard shall be final and binding subject to approval by CTC. Furthermore, CFP agrees that it shall comply with any and all procurement procedures as required by NJDOT and Federal Government.

18. Notice:

All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when mailed by certified mail, return receipt requested, addressed to the intended recipient as follows:

If to CFP: Joe Myers, COO
Cooper's Ferry Partnership
One Port Center, Suite 501
Two Riverside Drive
Camden, New Jersey 08103

If to CITY: Patrick Keating, Director of Finance
Department of Finance
520 Market Street – City Hall
Room 213
Camden, NJ 08102

With Copy to: Michelle Banks-Spearman
City Attorney
Fourth Floor, City Hall
P.O. Box 95120
Camden, New Jersey 08101-5120

19. Miscellaneous:

- a. This Agreement may not be amended or otherwise modified except upon written consent of both parties hereto, notwithstanding any rights provided to the CITY in Section 10 of this agreement.

Upon written request from the CITY, CFP shall provide a list of any reports, studies, data provided by or obtained from the CITY in connection with this Agreement, which was furnished to any person or organization in the development of the Project. Upon written request from the CITY, CFP shall provide the CITY with copies of any documents which the CITY is required to provide to comply with the New Jersey Open Public Records Act ("OPRA").

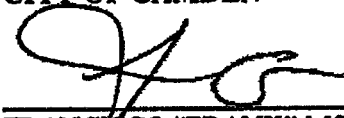
IN WITNESS WHEREOF, and intending to be bound hereby, the parties hereto have caused this Agreement to be duly executed, effective as of the day and year first above written.

Attest:



LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

By: 

FRANCISCO "FRANK" MORAN
Mayor

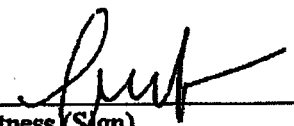
Approved as to form:



MICHELLE BANKS-SPEARMAN
City Attorney

Grantee

COOPER'S FERRY PARTNERSHIP



Witness (Sign)

By: 

KRIS KOLLURI
President and Chief Executive Officer

Sarah Bryant, Director
Print Name & Title

Kris Kolluri, CEO + President
Print Name & Title

Exhibit A

DEVELOPMENT AGREEMENT

This DEVELOPMENT AGREEMENT (this "Agreement") is made this ___ day of October, 2018, by and between CAMDEN TOWN CENTER, LLC ("CTC") and COOPER'S FERRY PARTNERSHIP ("CFP"), collectively referred to herein as the "Parties," and each individually as a "Party."

WITNESSETH:

WHEREAS, CTC is an affiliate of Liberty Property Trust ("LPT"), an \$8.5 billion real estate investment trust which owns 100 million square feet of industrial and office space throughout the United States and the United Kingdom (as of September 30, 2017). Founded in 1972 and headquartered outside of Philadelphia, LPT develops, acquires, leases and manages properties with the mission to enhance people's lives through extraordinary work environments. CTC is currently implementing a master plan for development of the City of Camden's (the "City") Central Waterfront (the "Master Plan"), including the new headquarters for American Water Co., a hotel, additional office and residential developments, parking facilities and associated roadways and infrastructure.

WHEREAS, CFP is a non-profit community and economic development corporation that serves as a catalyst for the preservation and growth of a vibrant City of Camden. Created in 1984 by RCA, Campbell Soup Company and Camden City, CFP develops visionary long-range plans for the revitalization and redevelopment of Camden's neighborhoods and waterfronts, and works collaboratively with public, private, institutional, non-profit, and community partners to implement sustainable and innovative projects to bring these plans to fruition.

WHEREAS, the Parties desire to cause the development of an approximately 2.5-acre public park to be constructed on the former RCA Pier on the Camden Waterfront (the "Project"), and to enter into this Agreement to set forth their respective rights and obligations with respect thereto.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto, intending to be legally bound hereby, agree as follows:

I. **PROJECT LOCATION:** In order to implement portions of the Master Plan, CTC and CFP are entering into this Agreement for the development of the Project. The Project will be developed on the following parcels (collectively, the "Property") all of which are currently owned by CTC:

- i. Block 81.06, Lot 3.05 - 1.9 acres
- ii. Block 80, 2.03 - .406 acres
- iii. Block 80, Lot 2.04 - .15 acres

2. **PURPOSE; PHASED DEVELOPMENT:** The purpose of this Agreement is to set forth the nature of the relationship between the Parties and the responsibilities of each Party related to the Project. The entire Project will be designed in accordance with Section 4.1 below, subject to the availability of certain public and private funds. The parties are currently in the process of finalizing an initial round of funding for the Project in the amount of Four Million Eight Hundred Eighty Three Thousand Four Hundred and Forty-Seven Dollars (\$4,883,447) (the Initial Funding) consisting of the Initial Grant Funds and the CTC Funds (each as defined below). The portion of the Project undertaken with the Initial Funding is referred to herein as "Phase One" of the Project. The balance of the Project is referred to herein as "Phase Two" of the Project. The parties intend to work cooperatively to obtain funding for Phase Two of the Project.

3. **GREEN ACRES LAWS; THIRD PARTY AGREEMENTS:**

3.1 Green Acres Laws. CFP shall use funds made available under this Agreement pursuant to the New Jersey Department of Environmental Protection Green Acres Program (the "Green Acres Funds") only in accordance with all Green Acres Bond Acts (P.L. 1961, c.46; P.L. 1971, c.165; P.L. 1974, c.102; P.L. 1978, c.118; P.L. 1983, c.354; P.L. 1987, c.165; P.L. 1989, c.183; P.L. 1992, c.88; P.L. 1995, c.204; P.L. 2007, c. 119; P.L. 2009, c. 117; and any State general obligation bond act that may be later approved for the purpose of providing funding for the acquisition or development of lands for recreation and conservation purposes); the Green Acres statutes (N.J.S.A. 13:8A-1 et seq., 13:8A-19 et seq., and 13:8A-35 et seq.); the Garden State Preservation Trust Act (P.L. 1999, c.152, codified at N.J.S.A. 13:8C-1 et seq.); the Green Acres rules (N.J.A.C. 7:36-1 et seq.) and any other law, statute, rule, regulation or ordinance governing the use of funding provided by or property acquired or developed in connection with the Green Acres Program (collectively, the "Green Acres Laws"). The Green Acres Laws are hereby incorporated by reference into this Agreement as if set forth fully herein, and are binding upon CFP. CFP expressly agrees to comply with all Green Acres Laws, and all obligations of CFP hereunder are expressly made subject to all Green Acres Laws. CFP's failure to comply with the Green Acres Laws shall be a material breach of this Agreement, whereupon CTC shall have all remedies available to it under this Agreement, at law or in equity.

3.2 Third Party Agreements. CTC acknowledges that CFP will be entering into (i) a Subrecipient Agreement with the City whereby the City engages CFP to administer the portion of the Green Acres Funds procured by the City in furtherance of the Project (the "CFP/City Subrecipient Agreement"), (ii) a Subrecipient Agreement with Camden Special Services District ("CSSD") whereby CSSD engages CFP to administer the portion of the Green Acres Funds procured by CSSD in furtherance of the Project (the "CFP/CSSD Subrecipient Agreement"), (iii) a Subrecipient Agreement between Camden Redevelopment Agency ("CRA") and CFP to manage NJEDA grant funds for the investigation and remediation of the park Project, known as the Hazardous Discharge Site Remediation Fund ("HDSRF") ("CFP/CRA Subrecipient Agreement") and (iv) a License Agreement with the City (the "CFP/City License Agreement") whereby the City grants CFP access to the Property in furtherance of the Project. The CFP/City Subrecipient Agreement, the CFP/CSSD Subrecipient Agreement, the CFP/CRA Subrecipient Agreement and the CFP/City License Agreement are referred to herein collectively as the "CFP Agreements". It is further contemplated that CFP, CSSD and the City shall each enter into separate grant or project agreements with the New Jersey Department of Environmental Protection for the issuance of the Green Acres Funds (each a "Grant Agreement", and collectively the "Grant Agreements"). The

CFP Agreements and the Grant Agreements are referred to herein collectively as the "Third Party Agreements".

3.3 Cooperation of CTC. CTC agrees not to impose any obligations on CFP that are contrary to, or in violation of, the Third Party Agreements or any Green Acres Laws. Furthermore, CTC agrees to cooperate reasonably with CFP, at no cost to CTC, with respect to any Green Acres Laws that relate to CTC.

4. SERVICES OF CFP: Provided that the Public Funds and the CTC Funds (defined below) are made available in accordance with this Agreement, CFP shall serve as the project manager for the development of the Project, and in connection therewith shall perform the following services (the "Services"). All material Project decisions (including but not limited to design, scope, and/or construction) shall be shared and coordinated with CTC.

4.1 Design Related Services.

4.1.1 CFP has engaged Pennoni Associates as the chief architect for the Project and Michael Van Valkenburgh Associates as sub-architect (collectively, the "Project Architect"). The selection or engagement of any other architect(s) to serve as the Project Architect for Phase One shall be subject to the prior written approval of CTC.

4.1.2 The concept plans for the Project prepared by the Project Architect and dated April 18, 2018, together with the associated project narrative, are attached hereto as Schedule 1 (collectively, and as amended from time to time, the "Concept Documents"). The Concept Documents are hereby approved by CTC and CFP. The design of the Project will be based on the Concept Documents, will comply with all applicable Green Acres Laws, and will be further refined and developed cooperatively among CFP, CTC and the Project Architect. Prior to the commencement of construction of Phase One of the Project, each iteration of design documentation for the Project (concept documents, schematic documents, design development documents and construction documents) shall be submitted to CTC for review and approval, such approval not to be unreasonably withheld, conditioned or delayed. CTC shall approve or disapprove each submittal in writing within five (5) business days of CTC's receipt thereof. If CTC does not approve or disapprove such submittal in writing within such five (5) business day period, CTC shall be deemed to have approved the same.

4.1.3 CFP shall assemble bid packages for various elements of the Project as and when necessary to allow for the timely bidding and construction of the work. All proposed bid packages respecting Phase One of the Project shall be submitted to CTC for review and approval, such approval not to be unreasonably withheld, conditioned or delayed, and shall comply with all applicable Green Acres Laws. CTC shall approve or disapprove each bid package in writing within five (5) business days of CTC's receipt thereof. If CTC does not approve or disapprove such bid package in writing within such five (5) business day period, CTC shall be deemed to have approved the same.

4.1.4 Bid packages and awards shall be administered by CFP in accordance with all laws applicable to the bidding and awarding of such contracts ("Public

Contract Laws”). To the extent permitted by Public Contract Laws, CTC shall be afforded the opportunity to cooperate in the composition of the bid packages.

4.1.5 CFP shall coordinate and monitor (i) the application for governmental permits and approvals required for the construction of the Project, and (ii) the compliance with the terms and conditions contained in any such governmental permit or approval, in any insurance policy required under this Agreement and affecting or covering the Project or in any surety bond obtained by the General Contractor or subcontractor in connection with the Project. CTC acknowledges CFP has no obligation to insure the Property and that CFP has no obligations other than its contractual obligations and the obligations it is assuming under the Third Party Agreements, Public Contract Laws and Green Acres Laws. Following the issuance of an RAO (as defined in Section 4.2.6 below) for the Property, in the event of a delay between receipt of an RAO and transfer of the Property to the City, CFP has no obligation, legal, contractual or otherwise, to secure or make the Property safe.

4.1.6 The engagement of any contractors, architects, engineers and other professionals hired in connection with the Project shall comply with all applicable Green Acres Laws, public contracting laws and rules imposed by private foundations providing funding for the Project, of any.

4.2 Construction Related Services

4.2.1 CFP has engaged C. Abbonizio Contractors as the general contractor for the Project (the “General Contractor”), pursuant to an agreement dated August 3rd 2018 (the “Construction Contract”). CTC approves C. Abbonizio Contractors to serve as the General Contractor for the Project. CFP shall not alter or amend the Construction Contract (including the issuance of change orders thereunder) without the prior consent of CTC, such consent not to be unreasonably withheld, conditioned or delayed. CFP shall comply with the terms and conditions of the construction agreement with C. Abbonizio Contractors dated on July 18, 2018 and August 3, 2018.

4.2.2 CFP shall cause the General Contractor to prepare a construction schedule for each Phase of the Project, subject to the prior written approval of CTC, such approval not to be unreasonably withheld, conditioned or delayed. CTC shall approve or disapprove the construction schedule in writing within five (5) business days of CTC’s receipt thereof. If CTC does not approve or disapprove the construction schedule in writing within such five (5) business day period, CTC shall be deemed to have approved the same.

4.2.3 CFP shall coordinate, administer and implement (i) the application and approval process in connection with the issuance of park permits, partial park permits, and temporary or final certificates of occupancy, and (ii) the making of any periodic inspections as may be required by governmental officials; and

4.2.4 CFP shall review and approve (or disapprove) applications for payment, including lien waivers and supporting documentation (each a “Payment Request”). Each Payment Request with respect to Phase One of the Project shall be submitted to CTC for review and approval, such approval not to be unreasonably withheld, conditioned or delayed. CTC shall

approve or disapprove each Payment Request in writing within three (3) business days of CTC's receipt thereof. If CTC does not approve or disapprove the Payment Request in writing within such three (3) business day period, CTC shall be deemed to have approved the same.

4.2.5 Provided CTC has made the CTC Funds available pursuant to the terms of this Agreement, CFP shall, in compliance with the contractual provisions of the CFP July 18, 2018 and August 3, 2018 contracts (collectively "Contracts") with C. Abbonizio Contractors ("Abbonizio") make payments for all work, services, supplies, materials and equipment provided in accordance with the Contracts and any change orders thereto. CFP will take reasonable action for enforcement of all contractual lien waiver obligations of Abbonizio and its subcontractors should a construction lien claim arise. In the event CFP has not obtained a voluntary discharge of a filed construction lien claim within thirty (30) days of service upon CFP of the construction lien claim, CFP will bond the lien, regardless of its validity, pending final disposition of the construction lien claim. All attorney fees, costs, bonding or other security monies shall be reimbursed to CFP from the CTC Funds first (to the extent available) and thereafter from the Initial Grant Funds. The obligations of this Section 4.2.5 shall terminate upon deeding of the Property to the City of Camden, except for CFP's right to receive reimbursement as set forth in the preceding sentence.

4.2.6 In order to facilitate funding of the Green Acres Funds for the Project in accordance with Green Acres Laws, CTC, as landlord, intends to enter into a lease (the "Lease"), substantially in the form of Exhibit A attached hereto, with the City, as tenant, whereby the City leases the Property from CTC. As a condition to the conveyance of the Property to the City (as set forth in the Lease) CTC, as landlord, is required to obtain (i) a Response Action Outcome (an "RAO") for the Project, and (ii) a certification from Hudson Engineering certifying that the improvements to the Property have been constructed in compliance with the Hudson Deck Loading Plan and amendment thereto (the "Hudson Completion Certification"). Subject to funding as set forth in this Agreement, CFP agrees to undertake all work required for the issuance of an RAO for the Project and the Hudson Completion Certification, and to pursue, diligently and in good faith, the issuance of such RAO and Hudson Completion Certification.

4.2.7 In the event of any default by CFP under this Agreement (subject to any applicable notice and cure period), in addition to all other remedies available to CTC hereunder, at law or in equity, CTC shall have the right to cause CFP to enforce all Phase One project contracts, on behalf of CTC, unless the default was caused by CTC, its affiliates, agents or employees.

4.3 Books and Records. CFP shall keep or cause to be kept at its place of business suitable records necessary with regard to the Services provided hereunder, including all contracts and sub-contracts and other agreement relating to the development of the Project. During such periods as the Project is actively under development, and otherwise as may be required by Green Acres Laws, such records shall be open to inspection by CTC or its representatives.

4.4 Administration of Third Party Agreements.

4.4.1 CFP shall fully comply with all requirements of the Third Party Agreements to which it is a party, and shall use reasonable efforts to assure, but is not obligated to

take legal action, that CSSD and the City each comply with all requirements of the Third Party Agreements to which they are a party.

4.4.2 The parties acknowledge that, pursuant to the Lease, a condition precedent to CTC conveying the Property to the City (as described in Section 7.1 below) is that that an RAO for the Property have been obtained from a Licensed Site Remediation Professional (an "LSRP") in accordance with applicable New Jersey environmental laws. The parties further acknowledge that the current design of the Project requires full funding of the Green Acres Funds in order to complete the work necessary for the issuance of a RAO. Notwithstanding anything in this Agreement to the contrary, if on or before March 1, 2019 CFP, CSSD and the City have not each entered into all fully executed Third Party Agreements, then CTC shall be permitted to take such steps as are necessary to obtain an RAO in coordination with CFP, and may utilize any unspent CTC Funds (as defined in Section 6.3 below) to obtain an RAO, but shall not be required to expend any of its own funds in excess thereof.

5. PROJECT BUDGET:

5.1 Phase One Budget. The initial budget for Phase One is attached hereto as Schedule 2 (the "Phase One Project Budget"). The Phase One Project Budget shall not be modified without the prior written approval of CTC.

5.2 Phase Two Budget. The budget for Phase Two (the "Phase Two Project Budget") is not yet developed, but the parties currently contemplate that the source of funds for Phase Two of the Project may consist of Private Funds (defined below). The final Phase Two Project Budget shall be developed cooperatively by CTC and CFP.

6. FUNDING; ALLOCATION OF PROJECT COSTS:

6.1 Source of Phase One Funds. It is anticipated that funding for Phase One shall be sourced as follows (subject to reallocation as set forth in Section 5.1 above):

City of Camden Green Acres Grant	\$1,500,000
Camden Special Services District ("CSSD")	
Green Acres Grant	\$250,000
Cooper's Ferry Partnership Green Acres Grant	\$250,000
HDSRF Grant (Pending)	\$883,447
Total Grant Funds (collectively, " <u>Initial Grant Funds</u> ")	\$2,883,447
CTC FUNDS	\$2,000,000
Total Phase One Funds	<u>\$4,883,447</u>

6.2 Public Funds.

6.2.1 CFP shall be responsible to make and/or coordinate all applications for public funds to be used in connection with the Project (collectively, the "Public Funds"), including, but not limited to, the Initial Grant Funds.

6.2.2 Portions of the Public Funds are to be obtained directly by CFP, and other portions of the Public Funds are to be obtained through the City and CSSD. CFP shall enter into sub-recipient or other appropriate agreements with the City and CSSD to cause CFP to act as project manager for the development of the Project utilizing the Public Funds as stated in this Agreement. CFP shall work cooperatively and in good faith with the City and CSSD to enter into the aforementioned agreements.

6.2.3 CFP shall be responsible for all funding and reporting requirements in connection with the received Public Funds. CFP shall keep CTC generally apprised of such reporting requirements and submissions.

6.3 CTC Funds. CTC shall contribute the sum of Two Million Dollars (\$2,000,000) for the Project (the "CTC Funds"). CTC shall have no obligation to provide any additional funds for the Project beyond the CTC Funds. Except as set forth in Section 6.7 below, CTC shall not be required to make any of the CTC Funds available unless and until the Initial Grant Funds are available.

6.4 Private Funds. Funding for Phase Two of the Project is anticipated to come, in whole or in part, from one or more private sources of funding, including private charities and/or foundations ("Private Funds"). CFP shall be responsible to make and/or coordinate all applications for Private Funds to be used in connection with the Project. CFP will use reasonable efforts to enter into such agreements as may be required to make the Private Funds available for the Project (the "Private Fund Agreements"), and shall be responsible for all funding and reporting requirements in connection with the received Private Funds unless otherwise stated in the Private Fund Agreements. CFP shall keep CTC generally apprised of such reporting requirements, submissions and agreements.

6.5 Method of Funding Phase One of the Project. The Public Funds and the CTC Funds shall be used to fund the hard and soft costs of Phase One of the Project as follows:

6.5.1 CFP shall submit Payment Requests to CTC not more frequently than monthly. Such Payment Requests shall be in the form, and subject to CTC approval, as set forth in Section 4.2.4 above.

6.5.2 If CTC approves (or is deemed to have approved) the Payment Request (i) subject to Section 6.7 below, CTC shall pay such amount to CFP within thirty (30) days after submission of the payment application until the CTC Funds are exhausted, and (ii) after the exhaustion of the CTC Funds, payments shall be made out of Public Funds or Private Funds, as applicable.

6.5.3 For the avoidance of doubt, once the full amount of the CTC Funds (\$2,000,000) have been paid by CTC, CTC shall have no further obligation to fund the Project, and the balance of all Project costs shall be paid out of the received Public Funds and/or Private Funds. CFP shall keep CTC fully apprised of the status of all public and private funding for the Project.

6.6 Method of Funding Phase Two of the Project. The parties shall work cooperatively together to establish sources and uses of funds for Phase Two of the Project as

contemplated in Section 5.2 above, and to establish mutually acceptable protocols for the disbursement of such funds for the advancement of Phase Two of the Project. For the avoidance of doubt, while CTC shall be permitted to fully participate in Phase Two of the Project, the parties need not adhere to the design approval formalities of Section 4.1 above or the funding approval formalities of Section 6.5 above.

6.7 Advance CTC Funding. Notwithstanding anything herein to the contrary, prior to CFP, CSSD and the City entering into the Grant Agreements, CTC shall make up to One Million Six Hundred Thousand Dollars (\$1,600,000) of the CTC Funds available to pay the hard and soft costs of Phase One of the Project (the "CTC Advance Payment"). CTC shall not be obligated to advance any additional CTC Funds (beyond the CTC Advance Payment) unless and until CFP, CSSD and the City have each entered into Grant Agreements, and CFP has delivered fully executed copies of such Grant Agreements to CTC. Once CTC has received the fully executed copies of such Grant Agreement, CTC shall resume payments of the balance of the CTC Funds in accordance with Section 6.5 above.

7. PROPERTY OWNERSHIP:

7.1 Lease to the City. It is currently contemplated that CTC, as landlord, and the City, as tenant, will enter into a lease for the Property (the "Lease"), such Lease to be in form and substance acceptable to CTC and the City, and containing the following general terms:

- Rent under the Lease shall be One Hundred Dollars (\$100.00) for the entire term of the Lease;
- The Lease shall have a term that expires on the date (the "Expiration Date") that is the earlier of (i) the twenty-fifth (25th) anniversary of the Effective Date of the Lease (as defined therein), or (ii) the date on which CTC conveys the Property to the City as set forth in the Lease;
- The Lease shall contain provisions whereby, upon a Conveyance Trigger Event (as defined in the Lease), CTC shall convey fee title to the Property to the City by bargain and sale deed with covenants as to grantor's acts for the total sum of \$1.00.
- The leasehold estate granted by the Lease shall be under and subject to the easements granted in Sections 7.2 and contemplated in Section 7.3 below.

Notwithstanding anything herein to the contrary, but subject to CTC's funding obligations under Section 6.7 above, if for any reason the City has not executed the Lease by the date that is ninety (90) days after the date of this Agreement, CTC shall be entitled to terminate this Agreement by delivering written notice thereof to CFP at any time thereafter (but prior to the City signing the Lease), whereupon CTC shall pay to CFP any outstanding amounts due by CFP under (i) CFP's design contract with Pennoni Associates, (ii) CFP's construction contract with the General Contractor, and (iii) any other contractual obligations duly incurred by CFP in furtherance of the Project prior to the effective date of such termination; provided, however, that if this Agreement is terminated as set forth in this Paragraph, in no event shall the total amount payable by CTC (in

the aggregate with all other amounts paid or payable by CTC with respect to the Project) exceed the amount of the CTC Advance Payment (i.e., \$1,600,000).

7.2 Temporary Construction Easement. CTC hereby grants to CFP, its architects, agents, employees, contractors, subcontractors and others engaged in the construction of the Project, a temporary easement on, through, over and under the Property for the purpose of performing construction work and other work related to the Project, including the right to access the Property and move materials, equipment and personnel involved in such work on, over, under and through the Property, and to temporarily restrict or shut down access to such portions of the Property as may be reasonably required to conduct such work safely. The use of the easement granted in this Section 7.2 shall be subject to such reasonable rules as CTC may establish from time to time. The easement granted in this Section 7.2 shall automatically terminate without the need for any further action by either party upon the earlier of (i) the termination of this Agreement, (ii) the conveyance of the Property to the City, or (ii) the completion of construction of Phase One or, if funding is made available for Phase Two, the completion of construction of Phase Two. If the Property is conveyed to the City prior to the final completion of the Project, CTC and CFP shall each use commercially reasonable efforts to obtain from the City such rights to access and conduct construction activities on the Property as is necessary for CFP to complete the Project.

7.3 Conservation Easement. CTC agrees to enter into and record against the Property such conservation or similar easements as may be required under applicable Green Acres Laws and the requirements of organizations providing Private Funds for the Project.

8. PROJECT MANAGEMENT FEE:

8.1 Initial Management Fee. For and in consideration of CFP's performance of the Services described in Section 4 relating to Phase One of the Project (i) CTC shall pay to CFP out of the available CTC Funds a management fee of one and one-half percent (1.5%) of the Initial Funding for the Project, up to a maximum of \$73,251.70 (i.e., 1.5% of \$4,883,447) (the "Management Fee"). CFP shall not receive any Management Fee on any additional CTC Funds in excess of its original \$2,000,000 contribution.

8.2 Reimbursement for Expenses. In addition to CFP's Management Fees described in Sections 8.1 and 8.1 above, CFP shall be reimbursed from the Project Budget CFP's reasonable, documented, out-of-pocket expenses incurred in carrying out its duties under this Agreement (the "Expense Reimbursement"). However, CFP shall not be reimbursed for any employee costs, overhead costs or office equipment, stationery, postage, telephone, bank charges, travel and all other administration and overhead expenses, all of which are included as part of the Management Fee.

8.3 Monthly Payment. The Management Fee and Expense Reimbursement payable to CFP in pursuant to Sections 8.1 and 8.1 above shall be paid monthly with each corresponding payment of CTC Funds, Public Funds or Private Funds made toward the hard and soft costs of the Project.

8.4 Limited to Budget. Notwithstanding anything herein to the contrary, all Management Fees and Expense Reimbursements payable to CFP with respect to Phase One shall

be paid out of the Phase One Project Budget, and shall not result in any increase in such budget. Under no circumstances shall CTC be required to pay any funds in excess of the CTC Funds in order to fund any Management Fee or Expense Reimbursement owned to CFP.

8.5 Fees Respecting Additional Funding. CFP shall have the right to receive any additional fees respecting future Project funds (above the Phase One Project Budget) procured from other funding sources, pursuant to the Phase Two Project Budget and any rules and guidelines applicable to such future Project funds.

9. TIME OF PERFORMANCE: CFP shall perform the Services in a timely manner appropriate to the complexity and level of Services being performed. The construction completion date of Phase One is projected to be December 31, 2018 (excepting certain plantings, which will be installed by May 1, 2019), subject to any and all regulatory requirements for construction and/or modifications required for the issuance of the RAO and any delays due to weather and further modifications by any inspectors, engineers, or any other governmental or regulatory authority. Each Party shall diligently work to ensure that its obligations pursuant to this Agreement are not unduly delayed but shall be excused from delay of performance and performance as a result of flood, earthquake, storm or other acts of God including fire, accident, strike or lockout not caused by such party, explosion, war, insurrection, riot, terrorist activity, or other similar cause beyond its control.

10. REPORTING: CFP shall keep CTC generally informed as to the progress of the Project, and coordinate construction meetings at least monthly among CFP, CTC, the General Contractor and any applicable contractors and subcontractors. CFP shall submit to CTC with each request for payment a Project status report and financial report detailing the status of the Project activities. CFP and CTC shall also provide to one another any relevant Project updates in a timely manner.

11. INDEMNIFICATION: Each Party agrees to defend, indemnify, protect, and hold harmless the other Party, its officers, trustees, agents, servants, and employees from and against any and all suits, claims, demands, damages, and expenses (including reasonable attorney's fees) of whatsoever kind or nature arising from, out of, or in connection with the negligent performance and/or willful non-performance of its obligations under this Agreement. The indemnifications set forth in this Section 11 shall survive the expiration or earlier termination of this Agreement.

12. INSURANCE: CFP shall cause all contractors to carry such insurance as is customary and reasonable for the scope of the Project (including, without limitation, Builder's Risk and Commercial General Liability coverages in commercially reasonable amounts), but in all cases in compliance with the requirement of governmental agencies in connection with the procurement of the Public Funds. CTC and CFP, and their respective affiliates, shall be named as additional insureds (as their interests may appear) on all such policies of insurance.

13. DEFAULT; REMEDIES:

13.1 Default by CFP. CFP shall be deemed to be in default hereunder in the event: (i) CFP shall fail to keep, observe or perform any covenant, agreement, term or provision of this Agreement to be kept, observed or performed by CFP and such default shall continue for a

period of thirty (30) days after written notice thereof by CTC to CFP, which notice shall to the extent information is reasonably available to CTC specify the nature of the default and possible cures thereof, provided that, unless such failure is not susceptible to cure, if within such thirty (30) day period CFP commences curing and continues diligently to cure such failure, then CFP shall have a total of ninety (90) days in which to cure such failure, which may be extended by written agreement between CTC and CFP; (ii) a receiver is appointed to take possession of the assets of CFP or a general assignment by CFP for the benefit of creditors, or any action taken or suffered by CFP under any insolvency, bankruptcy, reorganization, moratorium, or other debtor-relief act or statute; (iii) the dissolution of CFP, (iv) CFP loses its status as a tax exempt entity under Section 501(c)(3) of the IRS Code, or (v) as otherwise set forth in this Agreement. Upon the occurrence of an event of default by CFP and the expiration of the notice and cure periods described in clause (i) above, if applicable, CTC shall be entitled to terminate this Agreement, effective ten (10) days after written notice to CFP of CTC's intention to terminate this Agreement and/or CTC shall have the right to pursue any remedy it may have at law or in equity.

13.2 Default by CTC. CTC shall be deemed to be in default hereunder in the event: (i) CTC shall fail to keep, observe or perform any covenant, agreement, term or provision of this Agreement to be kept, observed or performed by the CTC and such default shall continue for a period of (A) ten (10) days in the case of a monetary default, or (B) thirty (30) days for a non-monetary default, after written notice in either case by CFP to CTC, which notice shall to the extent information is reasonably available to CFP specify the nature of the default and possible cure thereof, provided that, unless such failure is not susceptible to cure, if within such thirty (30) day period for a non-monetary default CTC commences curing and continues diligently to cure such failure, then CTC shall have a total of ninety (90) days in which to cure such failure, which may be extended by written agreement between CTC and CFP; (ii) a receiver is appointed to take possession of the assets of and CTC or an assignment by CTC for the benefit of creditors, or any action taken or suffered by CTC under any insolvency, bankruptcy, reorganization, moratorium, or other debtor-relief act or statute; or (iii) of the dissolution of CTC. Upon the occurrence of an event of default by CTC, CFP shall be entitled to terminate this Agreement, effective ten (10) days after written notice to CTC of CFP's intention to terminate this Agreement and/or CFP shall have the right to pursue any remedy it may have at law or in equity.

14. TERM:

14.1 Expiration of Term. The term of this Agreement shall expire upon the earlier of (i) the substantial completion of Phase Two of the Project (as reasonably determined jointly by CTC and CFP), or (ii) December 31, 2023.

14.2 Effect of Termination. Upon the expiration or earlier termination of this Agreement (either upon a default under Section 13 or pursuant to this Section 14), neither Party shall have any further obligations hereunder except for those obligations that are intended to survive the termination of this Agreement.

15. APPLICATION OF LAWS AND REGULATIONS: Each Party shall comply with all applicable laws and regulations of all local, state, and federal government agencies or bodies with jurisdiction over this Agreement. CFP shall require its contractors, consultants, or sub-consultants to comply with all applicable laws and to obtain all required permits or approvals as required by any governmental body.

16. NOTICES: All notices required or permitted to be given hereunder shall be emailed and also in writing and shall be deemed to have been given when mailed by certified mail, return receipt requested, or by a nationally recognized overnight delivery service (such as Federal Express) addressed to the intended recipient as follows:

If to CTC:

c/o Liberty Property Limited Partnership
150 Rouse Boulevard, Suite 210
Philadelphia, PA 19112
Attn: John S. Gattuso, Senior Vice President & Regional Director
Email: jgattuso@libertyproperty.com

with a copy to:

Liberty Property Limited Partnership
650 East Swedesford Road, Suite 400
Wayne, PA 19087
Attn: Shawn Neuman, Esq., Senior VP and Deputy General Counsel
E-mail: sneuman@libertyproperty.com

and a copy to:

Cozen O'Connor
One Liberty Place
1650 Market Street, 28th Floor
Philadelphia, PA 19103
Attn: Adam M. Silverman, Esq.
E-mail: asilverman@cozen.com

If to CFP:

Cooper's Ferry Partnership
2 Riverside Drive, Suite 501
Camden, New Jersey 08103
Attn: Joe Myers
Email: myers@coopersferry.com

and a copy to:

Teresa M. Lentini, Esquire
Florio, Perrucci, Steinhardt & Cappelli, LLC

1010 Kings Highway South - Bldg 2
Cherry Hill, NJ 08034
Email: Tlentin@floriolaw.com

17. MISCELLANEOUS:

17.1 Governing Law: This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of New Jersey.

17.2 Amendments: This Agreement may be amended by written instrument signed by both an authorized representative of CFP and CTC.

17.3 Assignment: Neither party shall assign this Agreement without written consent of the other Party.

17.4 Venue: All disputes arising from or in connection with this Agreement shall be venued in the Camden County Superior Court, Camden, New Jersey.

17.5 Successors and Assigns: This Agreement shall be binding upon the Parties and their respective successors and permitted assigns.

17.6 Entire Agreement: This Agreement contains the final and entire agreement between the parties and is intended to be an integration of all prior agreements between them regarding the Scope of Services. The parties hereto shall not be bound by any agreements, conditions, representations or warranties relating to the provision of the Scope of Services, oral or written, express or implied, not contained herein.

17.7 Severability: If any part or parts of this Agreement is found not to be legally enforceable under a particular circumstance, then that portion shall be deleted for such circumstance and all other parts remain in effect.

17.8 Interpretation. CFP and CTC have read this Agreement and had the opportunity to employ legal counsel and negotiate changes to the Agreement. This Agreement is the joint product of CFP and CTC and, in the event of any ambiguity herein, no inference shall be drawn against a party by reason of document preparation.

17.9 Execution. This Agreement may be executed in counterparts and by electronically transmitted signatures which shall have the same effect as a blue ink signature.

17.10 Time of the Essence. Time is of the essence of this Agreement.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, and intending to be bound hereby, the Parties hereto have caused this Agreement to be duly executed, effective as of the day and year first above written.

COOPER'S FERRY PARTNERSHIP

By: 

Name: Kris Kolluri

Title: President and CEO

CAMDEN TOWN CENTER, LLC

By: CTC PARENT HOLDINGS LLC,
a Delaware limited liability company,
its sole member

By: LPDC CAMDEN LLC, a Delaware limited
liability company, its Managing Member

By: 

Name: JOHN S. GATTUSO

Title: SENIOR VICE PRESIDENT &
REGIONAL DIRECTOR

represent its self as such to third parties. NPS employees are not agents of the Recipient and will not act on behalf of the Recipient.

9. **Non-Exclusive Agreement.** This Agreement in no way restricts the Recipient or NPS from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
10. **Survival.** Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
11. **Partial Invalidity.** If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
12. **Captions and Headings.** The captions, headings, article numbers and paragraph numbers appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provision of this Agreement nor in any way affecting this Agreement.
13. **No Employment Relationship.** This Agreement is not intended to and shall not be construed to create an employment relationship between NPS and Recipient or its representatives. No representative of Recipient shall perform any function or make any decision properly reserved by law or policy to the Federal government.
14. **No Third-Party Rights.** This Agreement creates enforceable obligations between only NPS and Recipient. Except as expressly provided herein, it is not intended nor shall it be construed to create any right of enforcement by or any duties or obligation in favor of persons or entities not a party to this Agreement.
15. **Foreign Travel.** The Recipient shall comply with the provisions of the Fly America Act (49 U.S.C. 40118). The implementing regulations of the Fly America Act are found at 41 CFR 301-10.131 through 301-10.143.

B) Special Provisions

1) Public Information and Endorsements

- a) Recipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts or other publications) which states or implies governmental, Departmental, bureau, or government employee endorsement of a business, product, service, or position which the Recipient represents. No release of information relating to this award may state or imply that the Government approves of the Recipient's work products, or considers the Recipient's work product to be superior to other products or services.
 - b) All information submitted for publication or other public releases of information regarding this project shall carry the following disclaimer.
 - c) The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government.
 - d) Recipient must obtain prior Government approval for any public information releases concerning this award which refer to the Department of the Interior or any bureau or employee (by name or title). The specific text, layout photographs, etc. of the proposed release must be submitted with the request for approval.
 - e) Recipient further agrees to include this provision in a subaward to a subrecipient, except for a subaward to a State government, a local government, or to a federally recognized Indian tribal government.
- 2) Publications of Results of Studies.** No party will unilaterally publish a joint publication without consulting the other party. This restriction does not apply to popular publications of previously published technical matter. Publications pursuant to this Agreement may be produced independently or in collaboration with others; however, in all cases proper credit will be given to the efforts of those parties contribution to the publication. In the event no agreement is reached concerning the manner of publication or interpretation of results, either party may publish data after due notice and submission of the proposed manuscripts to the other. In such instances, the party publishing the data will give due credit to the cooperation but assume full responsibility for any statements on which there is a difference of opinion.
- 3) Rights in Data.** The Recipient must grant the United States of America a royalty-free, non-exclusive and irrevocable license to publish, reproduce and

use, and dispose of in any manner and for any purpose without limitation, and to authorize or ratify publication, reproduction or use by others, of all copyrightable material first produced or composed under this Agreement by the Recipient, its employees or any individual or concern specifically employed or assigned to originate and prepare such material.

- 4) **Retention and Access Requirements for Records.** All Recipient financial and programmatic records, supporting documents, statistical records, and other grants-related records shall be maintained and available for access in accordance with 2 CFR Part 200.333-200.337. With respect to 2 CFR 200.333(c), "final disposition" as it relates to real property acquired or developed with LWCF funds is considered to mean once the property is approved for conversion (i.e., as long as there is an LWCF interest in a property the records for it must be maintained).

5) **Audit Requirements**

- a) Non-Federal entities that expend \$750,000 or more during a year in Federal awards shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act Amendments of 1996 (31 U.S.C. 7501-7507) and 2 CFR Part 200, Subpart F, which is available at <http://www.ecfr.gov/cgi-bin/text-idx?SID=fd6463a517ceea3fa13e665e525051f4&node=sp2.1.200.f&rgn=d iv6>
- b) Non-Federal entities that expend less than \$750,000 for a fiscal year in Federal awards are exempt from Federal audit requirements for that year, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and General Accounting Office (GAO).
- c) Audits shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. Additional audit requirements applicable to this agreement are found at 2 CFR Part 200, Subpart F, as applicable. Additional information on single audits is available from the Federal Audit Clearinghouse at <http://harvester.census.gov/sac/>.
- 6) **Procurement Procedures.** It is a national policy to place a fair share of purchases with minority business firms. The Department of the Interior is strongly committed to the objectives of this policy and encourages all recipients of its grants and cooperative agreements to take affirmative steps to ensure such fairness. Positive efforts shall be made by recipients to utilize small businesses, minority-owned firms, and women's business enterprises,

whenever possible. Recipients of Federal awards shall take all of the following steps to further this goal:

- a) Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
 - b) Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
 - c) Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
 - d) Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
 - e) Use the services and assistance, as appropriate, of such organizations as the Small Business Development Agency in the solicitation and utilization of small business, minority-owned firms and women's business enterprises.
- 7) **Prohibition on Text Messaging and Using Electronic Equipment Supplied by the Government while Driving.** Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, was signed by President Barack Obama on October 1, 2009. This Executive Order introduces a Federal Government-wide prohibition on the use of text messaging while driving on official business or while using Government-supplied equipment. Additional guidance enforcing the ban will be issued at a later date. In the meantime, please adopt and enforce policies that immediately ban text messaging while driving company-owned or -rented vehicles, government-owned or leased vehicles, or while driving privately owned vehicles when on official government business or when performing any work for or on behalf of the government.
- 8) **Seat Belt Provision.** The Recipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company-owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seat belts and the consequences of not wearing them.

9) **Trafficking in Persons.** This term of award is pursuant to paragraph (g) of Section 106 of the Trafficking Victims Protections Act of 2000, as amended (2 CFR §175.15).

a) Provisions applicable to a recipient that is a private entity.

1. You as the Recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity—
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either:
 - a. Associated with performance under this award: or
 - b. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR part 1400.

b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either:
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (NonProcurement)," as implemented by our agency at 2 CFR part 1400.

c) Provisions applicable to any recipient.

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d) Definitions. For purposes of this award term:

1. "Employee" means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this awards;
or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose

services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

2. "Forced labor" means labor obtained by any of the following methods: The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity" means:
 - i. Any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25; and
 - ii. Includes:
 - a. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - b. A for-profit organization.
4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

10) Recipient Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights

- a. This award and employees working on this financial assistance agreement will be subject to the whistleblower rights and remedies in the pilot program on Award Recipient employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
- b. The Award Recipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712.
- c. The Award Recipient shall insert the substance of this clause, including this paragraph (c), in all subawards or subcontracts over the simplified

acquisition threshold, 42 CFR § 52.203-17 (as referenced in 42 CFR § 3.908-9).

11) Reporting Subawards And Executive Compensation

a) Reporting of first-tier subawards.

1. **Applicability.** Unless you are exempt as provided in paragraph D. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery Act funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph E. of this award term).
2. **Where and when to report.**
 - i. You must report each obligating action described in paragraph A.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b) Reporting Total Compensation of Recipient Executives.

1. **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—
 - i. The total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. In the preceding fiscal year, you received—
 - a. 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

- b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
2. Where and when to report. You must report executive total compensation described in paragraph A.1. of this award term:
- i. As part of your registration profile at <https://www.sam.gov>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
- c) Reporting of Total Compensation of Subrecipient Executives.
- 1. Applicability and what to report. Unless you are exempt as provided in paragraph D. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—
 - I. In the subrecipient's preceding fiscal year, the subrecipient received—
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
2. Where and when to report. You must report subrecipient executive total compensation described in paragraph c.1. of this award term:
- i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
- d) Exemptions,
- 1. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - i. Subawards, and
 - ii. The total compensation of the five most highly compensated executives of any subrecipient.
- e) Definitions. For purposes of this award term:
- 1. Entity means all of the following, as defined in 2 CFR part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;

- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
2. Executive means officers, managing partners, or any other employees in management positions.
3. Subaward:
- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term includes your procurement of property and services needed to carry out the project or program. The term does not include procurement of incidental property and services needed to carry out the award project or program.
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
4. Subrecipient means an entity that:
- i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
5. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
- i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical

reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

12) **Conflict of Interest**

a) The Recipient must establish safeguards to prohibit its employees and Sub-recipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the Awarding Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

b) The Awarding Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the Awarding Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the Awarding Officer in writing.

c) Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies/or Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

ARTICLE XVI – LWCF PROVISIONS

Part I – Definitions

- A. The term "NPS" or "Service" as used herein means the National Park Service, United States Department of the Interior.
- B. The term "Director" as used herein means the Director of the National Park Service, or any representative lawfully delegated the authority to act for such Director.
- C. The term "Manual" as used herein means the Land and Water Conservation Fund State Assistance Program Manual.
- D. The term "project" as used herein means a Land and Water Conservation Fund grant, which is subject to the project agreement and/or its subsequent amendments.
- E. The term "State" as used herein means the State or Territory that is a party to the project agreement, and, where applicable, the political subdivision or public agency to which funds are to be transferred pursuant to this agreement. Wherever a term, condition, obligation, or requirement refers to the State, such term, condition, obligation, or requirement shall also apply to the recipient political subdivision or public agency, except where it is clear from the nature of the term, condition, obligation, or requirement that it is to apply solely to the State. For purposes of these provisions, the terms "State," "grantee," and "recipient" are deemed synonymous.
- F. The term "Secretary" as used herein means the Secretary of the Interior, or any representative lawfully delegated the authority to act for such Secretary.

Part II - Continuing Assurances

The parties to the project agreement specifically recognize that the Land and Water Conservation Fund project creates an obligation to maintain the property described in the project agreement and supporting application documentation consistent with the Land and Water Conservation Fund Act and the following requirements.

Further, it is the acknowledged intent of the parties hereto that recipients of assistance will use monies granted hereunder for the purposes of this program, and that assistance granted from the Fund will result in a net increase, commensurate at least with the Federal cost-share, in a participant's outdoor recreation.

It is intended by both parties hereto that assistance from the Fund will be added to, rather than replace or be substituted for, State and local outdoor recreation funds.

- A. The State agrees, as recipient of this assistance, that it will meet the general, special, and LWCF provisions outlined in this award agreement and that it will further impose

these provisions, and the terms of the project agreement, upon any political subdivision or public agency to which funds are transferred pursuant to the project agreement. The State also agrees that it shall be responsible for compliance with the terms of the project agreement by such a political subdivision or public agency and that failure by such political subdivision or public agency to so comply shall be deemed a failure by the State to comply with the terms of this agreement.

- B. The State agrees that the property described in the project agreement and the signed and dated project boundary map made part of that agreement is being acquired or developed with Land and Water Conservation Fund assistance, or is integral to such acquisition or development, and that, without the approval of the Secretary, it shall not be converted to other than public outdoor recreation use but shall be maintained in public outdoor recreation in perpetuity or for the term of the lease in the case of leased property. The Secretary shall approve such conversion only if it is found to be in accord with the then existing comprehensive statewide outdoor recreation plan and only upon such conditions deemed necessary to assure the substitution of other recreation properties of at least equal fair market value and of reasonably equivalent usefulness and location pursuant to Title 36 Part 59.3 of the *Code of Federal Regulations*. This replacement land then becomes subject to LWCF protection. The approval of a conversion shall be at the sole discretion of the Secretary, or his/her designee.

Prior to the completion of this project, the State and the Director may mutually alter the area described and shown in the project agreement and the signed and dated project boundary map to provide the most satisfactory public outdoor recreation unit, except that acquired parcels are afforded LWCF protection as Fund reimbursement is provided.

In the event the NPS provides Land and Water Conservation Fund assistance for the acquisition and/or development of property with full knowledge that the project is subject to reversionary rights and outstanding interests, conversion of said property to other than public outdoor recreation uses as a result of such right or interest being exercised will occur. In receipt of this approval, the State agrees to notify the Service of the potential conversion as soon as possible and to seek approval of replacement property in accord with the conditions set forth in these provisions and program regulations. The provisions of this paragraph are also applicable to: leased properties acquired and/or developed with Fund assistance where such lease is terminated prior to its full term due to the existence of provisions in such lease known and agreed to by the Service; and properties subject to other outstanding rights and interests that may result in a conversion when known and agreed to by the Service.

- C. The State agrees that the benefit to be derived by the United States from the full compliance by the State with the terms of this agreement is the preservation, protection, and the net increase in the quality of public outdoor recreation facilities

and resources which are available to the people of the State and of the United States, and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the United States by way of assistance under the terms of this agreement. The State agrees that payment by the State to the United States of an amount equal to the amount of assistance extended under this agreement by the United States would be inadequate compensation to the United States for any breach by the State of this agreement.

The State further agrees, therefore, that the appropriate remedy in the event of a breach by the State of this agreement shall be the specific performance of this agreement or the submission and approval of a conversion-of-use request as described in Part II.B above.

- D. The State agrees to comply with the policies and procedures set forth in the Manual. Provisions of said Manual are incorporated into and made a part of the project agreement.
- E. The State agrees that the property and facilities described in the project agreement shall be operated and maintained as prescribed by Manual requirements and published post-completion compliance regulations (Title 36 Part 59 of the *Code of Federal Regulations*).
- F. The State agrees that a notice of the grant agreement shall be recorded in the public property records (e.g., registry of deeds or similar) of the jurisdiction in which the property is located, to the effect that the property described and shown in the scope of the project agreement and the signed and dated project boundary map made part of that agreement, has been acquired or developed with Land and Water Conservation Fund assistance and that it cannot be converted to other than public outdoor recreation use without the written approval of the Secretary of the Interior.
- G. Nondiscrimination
 - 1. By signing the LWCF agreement, the State certifies that it will comply with all Federal laws relating to nondiscrimination as outlined in the Civil Rights Assurance appearing at Article XV.A.2.
 - 2. The State shall not discriminate against any person on the basis of residence, except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence as set forth in the Manual.

Part III - Project Assurances

A. Project Application

1. The Application for Federal Assistance bearing the same project number as the agreement and associated documents is by this reference made a part of the agreement.
2. The State possesses legal authority to apply for the grant, and to finance and construct the proposed facilities. A resolution, motion, or similar action has been duly adopted or passed authorizing the filing of the application, including all understandings and assurances contained herein, and directing and authorizing the person identified as the official representative of the State to act in connection with the application and to provide such additional information as may be required.
3. The State has the capability to finance the non-Federal share of the costs for the project. Sufficient funds will be available to assure effective operation and maintenance of the facilities acquired or developed by the project.

B. Project Execution

1. The State shall transfer to the project sponsor identified in the Application for Federal Assistance or the Description and Notification Form all funds granted hereunder except those reimbursed to the State to cover eligible expenses derived from a current approved negotiated indirect cost rate agreement.
2. The State will cause work on the project to start within a reasonable time after receipt of notification that funds have been approved and assure that the project will be implemented to completion with reasonable diligence.
3. The State will require the facility to be designed to comply with the Architectural Barriers Act of 1968 (Public Law 90-480) and DOI Section 504 Regulations (43 CFR Part 17). The State will be responsible for conducting inspections to insure compliance with these specifications by the contractor.
4. The State shall secure completion of the work in accordance with approved construction plans and specifications, and shall secure compliance with all applicable Federal, State, and local laws and regulations.
5. In the event the project covered by the project agreement, cannot be completed in accordance with the plans and specifications for the project; the State shall bring the project to a point of recreational usefulness agreed upon by the State and the Director or his designee.
6. The State will provide for and maintain competent and adequate architectural/engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and

specifications; that it will furnish progress reports and such other information as the NPS may require.

7. The State will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the project agreement.
8. The State will comply with the provisions of: Executive Order 11988, relating to evaluation of flood hazards; Executive Order 11288, relating to the prevention, control, and abatement of water pollution, and Executive Order 11990 relating to the protection of wetlands.
9. The State will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes, for use in any area that has been identified as an area having special flood hazards by the Flood Insurance Administration of the Federal Emergency Management Agency. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.
10. The State will assist the NPS in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to effects (see CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

C. Project Termination

1. The Director may temporarily suspend Federal assistance under the project pending corrective action by the State or pending a decision to terminate the grant by the Service.
2. The State may unilaterally terminate the project at any time prior to the first payment on the project. After the initial payment, the project may be terminated,

modified, or amended by the State only by mutual agreement.

3. The Director may terminate the project in whole, or in part, at any time before the date of completion, whenever it is determined that the grantee has failed to comply with the conditions of the grant. The Director will promptly notify the State in writing of the determination and the reasons for the termination, together with the effective date. Payments made to States or recoveries by the Service under projects terminated for cause shall be in accord with the legal rights and liabilities of the parties.
4. The Director or State may terminate grants in whole, or in part at any time before the date of completion, 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 effective date and, in the case of partial termination, the portion to be terminated. The grantee shall not incur new obligations for the terminated portion after the effective date, and shall cancel as many outstanding obligations as possible. The NPS may allow full credit to the State for the Federal share of the non-cancelable obligations, properly incurred by the grantee prior to termination.
5. Termination either for cause or for convenience requires that the project in question be brought to a state of recreational usefulness agreed upon by the State and the Director or that all funds provided by the National Park Service be returned.

D. Project Closeout

1. The State will determine that all applicable administrative actions, including financial, and all required work as described in the project agreement has been completed by the end of the project's period of performance.
2. Within 90 calendar days after completing the project or after the end of the period of performance, whichever comes first, the State will submit all required documentation as outlined in the Manual and the Federal Financial Report (SF-425) as outlined in Article XII of this Agreement for approval by the Service prior to requesting final reimbursement.
3. After review, including any adjustments, and approval from the NPS, the State will request through ASAP the final allowable reimbursable costs. Upon completion of an electronic payment, the State will submit a completed "LWCF Record of Electronic Payment" form to the NPS.
4. The NPS retains the right to disallow costs and recover funds on the basis of later audit or other review within the record retention period.

ARTICLE XVII – ATTACHMENTS INCORPORATED BY REFERENCE

The following completed documents are attached to and made a part of this Agreement:

- Attachment A. LWCF Federal Financial Assistance Manual, Volume 69
- Attachment B. SF-424 – Application for Federal Assistance
- Attachment C. SF-424C – Budget Information – Construction Programs
- Attachment D. SF-424D – Assurances – Construction Programs
- Attachment E. Project Application and Attachments
- Attachment F. 36 CFR Part 59

The Standard Forms (SF) can be downloaded electronically at www.grants.gov or by contacting the NPS Awarding Officer.

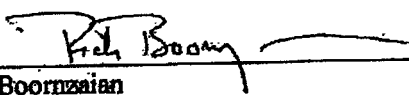
02/21/2018

Page 30 of 30


ARTICLE XVIII - SIGNATURES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below.

**FOR THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL
PROTECTION**

 2/28/2018
Richard Boornzaian Date
State Liaison Officer

FOR THE NATIONAL PARK SERVICE

 02/21/2018
Gwenevere P. Smith Date
Awarding Officer

Amended at February 2nd, 2021 Caucus meeting
Please note that items within boxed area (s) are items added.
Items on consent Agenda include Resolutions: 1-6, 8-11, 13-19, 21, 23-24



CITY COUNCIL AGENDA

TUESDAY, FEBRUARY 9TH, 2021 – 5:00 P.M.
CITY COUNCIL CHAMBER

CALL TO ORDER

FLAG SALUTE

ROLL CALL

STATEMENT OF COMPLIANCE

NOTICE OF MEETING

APPROVAL OF MINUTES

COMMUNICATIONS

Department of Finance

1. **Check registers** of the City of Camden for the period of December 18th, 2020 to January 24th, 2021
2. **Payroll register summary** for the City of Camden for the pay period of 12/20/20, 1/03/2021, 1/17/2021

OLD BUSINESS

ORDINANCES – FIRST READING

Office of City Council

1. Ordinance amending and supplementing Municipal Ordinance MC-92, adopted October 25, 1964, as amended by MC-1001, adopted July 24, 1975, and as amended by MC-1766, adopted August 13, 1981 and as amended by MC-5220 adopted on October 8, 2019

Office of the City Attorney

2. Ordinance authorizing the removal of deed restrictions and reversionary language on 133 North 35th Street

3. Ordinance authorizing the acceptance of a conservation deed restriction for Andujar Park

Department of Development & Planning

4. Ordinance authorizing the street vacation (lot consolidation) for Miller Fabricators, 1135 Mt. Ephraim Avenue, Block 399, Lot 1 currently lots 46, 54, 58-60, 65, 69-70, 108, 112 and 113 as more particularly set forth in the attached metes and bounds descriptions pursuant to and in accordance with N.J.S.A. 40:67-1, ET SEQ.

ORDINANCES – SECOND READING & PUBLIC HEARING

Department of Administration

1. Ordinance amending MC-4787 adopted by City Council on October 8, 2013
2. Ordinance authorizing an amendment to the lease agreement with the City of Camden and the County of Camden for the 7 Camden City Parks

Department of Public Works

3. An Ordinance designating certain areas in the City of Camden "As handicapped parking only"
4. An Ordinance authorizing the upgrade to personalized signage of a certain location of its handicap parking privileges
5. An Ordinance authorizing the removal of handicap parking privileges in certain locations in the City of Camden
6. An ordinance authorizing the removal of handicap parking privileges in certain locations in the City of Camden
7. Ordinance amending Ordinance MC-38 to create a loading and unloading zone at 2800 Federal Street

RESOLUTIONS

Office of City Council

1. Resolution re-appointing Ian Leonard to the Affirmative Action Review Council of the City of Camden for a two (2) year term, expiring February 8th, 2023
2. Resolution re-appointing Anthony Lingo to the Affirmative Action Review Council of the City of Camden for a two (2) year term, expiring February 8th, 2023

Office of the Municipal Clerk

3. Resolution authorizing the acceptance and insertion of a \$37,500.00 grant from the Camden County Open Space Farmland, Recreation & Historic Trust for the Heritage Tourism Interactive Historic Mural
4. Resolution authorizing an execution of a shared services agreement between the City of Camden and the County of Camden for the grant fund in the amount of \$37,500 for the implementation of an interactive historic mural
5. Resolution authorizing Luis Pastoriza, RMC, CMR, Municipal Clerk and Registrar of the City of Camden to execute a grant agreement with the New Jersey Historic Trust in the amount of \$50,000 grant 2020.H003

Office of the City Attorney

6. Resolution authorizing a fiscal year 2021 tax agreement between the City of Camden and South Jersey Port Corporation
7. Resolution authorizing acceptance of a maintenance contribution from the Camden Waterfront Condominium Association ("Association") for the maintenance of the RCA Pier Park
8. Resolution authorizing the settlement of litigation

Department of Administration

9. Resolution authorizing a contract for professional services to Brown & Connery, LLP for labor & employment legal services in the amount of \$100,000.00 under RFP #20-19
10. Resolution authorizing the re-appointment of Jason J. Asuncion, Business Administrator as a commissioner to the Municipal Insurance Fund Commission
11. Resolution authorizing the re-appointment of Keith L. Walker, Director of Public Works as a commissioner to the Municipal Insurance Fund Commission
- ~~12. Resolution authorizing a contract to Brown & Connery, LLP for General Litigation (by title)~~

Department of Planning & Development

13. Resolution approving the release of performance guaranty in the amount of \$442,123.20 to Branch Village Associates, LLC-phase 3, Northeast Ferry and 9th Street, Block 551, Lot 1
14. Resolution approving the release of performance guaranty in the amount of \$87,129.00, landscape buffer established in the amount of \$4,800.00 and the safety and stabilization bond established in the amount of

\$10,361.46 for Miller Fabricators, Inc., 1135 Mt. Ephraim Avenue, Block 399, Lots 46, 54, 58-60, 65, 69-70, 108, 112 & 113

15. Resolution approving the release of performance guaranty in the amount of \$253,908.00 to MSC Vine Street, LLC, 601 Vine Street, Block 781, Lot 1 for the completion of a school
16. Resolution authorizing change order #1 and final to contract #04-20-120 with Charles Marandino , LLC for Federal Street and Flanders Avenue Roadway Improvements Project
17. Resolution authorizing the acceptance of a NJDOT FY 2021 award in the amount of \$1,014,793.00 for use in connection with the 2021 resurfacing of various streets project
18. Resolution authorizing the insertion of a grant line item in the FY'21 budget from the NJDOT in the amount of \$1,014,793.00 for use in connection with the resurfacing of various streets project
19. Resolution accepting a grant from the Delaware Valley Regional Planning Commission (DVRPC) for the supportive highway regional planning program in the amount of \$30,000.00
20. Resolution authorizing a temporary emergency appropriation in the amount of \$30,000.00 into the budget from the Delaware Valley Regional Planning Commission
21. Resolution accepting a grant from the Delaware Valley Regional Planning Commission (DVRPC) for the transit support planning grant program in the amount of \$36,747.00
22. Resolution authorizing a temporary emergency appropriation in the amount of \$36,747.00 into the budget from the Delaware Valley Regional Planning Commission for the transit support planning grant program

Department of Finance

23. Resolution authorizing the insertion of a special item of revenue in the 2020 budget from the Department of Justice-Office of Justice Programs in the amount of \$167,855.00

Department of Public Works

24. Resolution authorizing an amendment #1 to the subrecipient agreement between the City of Camden and Cooper's Ferry Partnership for the professional services/construction management in connection with the multi-parks development project

ADJOURNMENT

Please note summary of Public Decorum rules below.

Rule XVII: Decorum

Any person who shall disturb the peace of the Council, make impertinent or slanderous remarks or conduct himself in a boisterous manner while addressing the Council shall be forthwith barred by the presiding officer from further audience before the Council, except that if the speaker shall submit to proper order under these rules, permission for him to continue may be granted by a majority vote of the Council.

City Council meetings shall be conducted in a courteous manner. Citizens and Council members will be allowed to state their positions in an atmosphere free of slander, threats of violence or the use of Council as a forum for politics. Sufficient warnings may be given by the Chair at any time during the remarks and, in the event that any individual shall violate the rules of decorum heretofore set forth, the Chairperson may then cut off comment or debate. At the discretion of the Chairperson, light signals may be used to display the commencement of the time for speaking and a warning light may be flashed to show that the appropriate time has passed. A red light will signal that there is no longer time.

MBS:dh
02-09-21

R-3

**RESOLUTION AUTHORIZING THE ACCEPTANCE AND INSERTION OF A
\$37,500.00 GRANT FROM CAMDEN COUNTY OPEN SPACE FARMLAND,
RECREATION & HISTORIC TRUST FOR THE
HERITAGE TOURISM INTERACTIVE HISTORIC MURAL**

WHEREAS, the Camden County Open Space Farmland, Recreation & Historic Trust has issued the City of Camden a grant in the amount of \$37,500.00 for phase 3 of the heritage tourism interactive historic mural; and

WHEREAS, it is in the best interest of the City of Camden to accept and insert said grant; now, therefore


BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept and insert said grant in the amount of \$37,500.00 from the Camden County Open Space Farmland, Recreation & Historic Trust.

BE IT FURTHER RESOLVED, that the proper officers of the City of Camden are hereby authorized to execute the necessary documents in order to accept said grant.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

R-3

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: 2/9/2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Patrice Bassett, Records Manager & Archivist

Department Making Request: Municipal Clerk

TITLE OF RESOLUTION/ORDINANCE: Resolution accepting and inserting \$37,500 grant from Camden County Open Space Farmland, Recreation & Historic Trust for heritage tourism Interactive Historic Mural.


BRIEF DESCRIPTION OF ACTION: This resolution accepts and inserts our approved grant from the Camden County Open Space Farmland, Recreation & Historic Trust in the amount of \$37,500. These funds will be utilized to partially cover phase 3 of our heritage tourism Interactive Historic Mural to be placed within the lobby of City Hall Camden. A match requirement of \$9,375. (25%) will be applied from our previously granted New Jersey Historic Trust grant.

BIDDING PROCESS: N.J.S.A. 40A:11-5a(ii) –
Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): *(If applicable)* Match coming from NJHT grant award 2020.H003
(awarded but not done being executed)

AMOUNT: *(If applicable)* \$37,500

☒ **Waiver Attached for State (DCA) Approval**
Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	1/14/2021	
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-in, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****

ATTACHMENT G

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS**

**DIVISION OF LOCAL GOVERNMENT SERVICES
GRANT APPROVAL FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

PLEASE EXPLAIN THE JUSTIFICATION FOR THE GRANT. PLEASE FULLY EXPLAIN COST ASSOCIATED WITH THE AWARD OF THE GRANT AS WELL AS ANY MATCHING FUNDS OR EMPLOYMENT OBLIGATIONS AS A TERM OF THE GRANT. PLEASE EXPLAIN THE BENEFITS OF THE GRANT OF THE MUNICIPALITY AND THE RESIDENTS. ATTACH THE GRANT APPLICATION AND GRANT AWARD LETTER.

This 2020 Camden Count Open Space, Farmland, Recreation & Historic Trust Grant will allow us to continue previously funded work on our Heritage Tourism Interactive Historic Mural for City Hall Camden to be installed in the lobby. We have been awarded \$37,500 of which a 25% match is required (\$9,375) which will be utilized through our previously awarded New Jersey Historic Trust Fund Grant.

Information of key municipal employee or agent applying for grant and responsible for its use:

Name	Patrice Bassett
Title	Records Manager & Archivist
Telephone Number	856.757.7049
Email	pamccart@ci.camden.nj.us

If the grant is received and fully expended, what will the continuing financial obligations of the municipality be with respect to staffing, insurance, liability, operations, and/or maintenance?

The first 5 years of maintenance costs have been written into this grant through the tech vendor in charge of design, Night Kitchen Interactive. Moving forward updating will be performed by trained City of Camden staff and issue resolution support can be addressed on an as needed basis.

What will the source of funds be for the staffing, insurance, liability, operations, and /or maintenance?

Updating will be performed by trained City of Camden staff, specifically the Records Manager. Training costs for said updating is written into the grant request. Ongoing updates post grant will be performed as part of normal City of Camden time.

Mayor's Signature

Date _____

Business Administrator/Manager Signature

Date _____

Name, email and fax of contact person for this form:

Patrice Bassett, patccart@ci.camden.nj.us, Fax: 856.757.7220

For LGS use only:

☐ Approved

☐ Denied

Director or Designee,
Division of Local Government Services

Date _____

Number Assigned _____

SHARED SERVICES AGREEMENT
BY AND BETWEEN
THE COUNTY OF CAMDEN
AND
CITY OF CAMDEN

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A: 65-1 et seq. entered into between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, Camden, New Jersey 08102, (County), and the City of Camden, a body of politic and corporate of the State of New Jersey with offices with offices located at 520 Market Street, Camden, New Jersey 08102 (City). The date of execution of this Agreement is the day of , 2021.

WITNESSETH:

WHEREAS, the need exists within the County of Camden (County) and its municipalities for the preservation of historic sites; and

WHEREAS, the City of Camden (City) desires to develop and install an interactive historical education kiosk (project) to engage the public in active learning and increase heritage tourism in Camden City and surrounding area. within the City of Camden; and

WHEREAS, the City desires to acquire assets which would permit it to implement the project; and

WHEREAS, the County desires to fund, in an amount not to exceed \$37,500, the installation of the project by the City, in accordance with the approved work plan (Work Plan) which is attached hereto, in order that the citizens of the County may ensure the continued preservation of historic properties within the County; and

WHEREAS, the City agrees to indemnify and hold harmless the County of Camden, its agents, servants, and employees from any and all liability relating to the installation of the project, together with their ownership and use; and

WHEREAS, by resolution adopted December 17, 2020, the Board of Freeholders of the County of Camden authorized the execution of any necessary contractual documents to implement the recommendations of the Camden County Open Space Preservation Trust Fund Advisory Committee with respect to Round 20 - Historic Preservation funding, now, therefore,

IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. TERM

This Agreement shall be for a one (1) year period commencing upon the date of the execution of this Agreement.

2. CITY'S RESPONSIBILITIES

The City shall negotiate with contractors for said development and installation of an interactive historical education kiosk and shall provide the County with a copy of all plans and agreements with contractors for said project as identified in the Work Plan, not less than seven days prior to the commencement of work. Following completion of the work, the City shall submit copies of all invoices from said contractors, and copies of all cancelled checks for said project as they relate to the Work Plan.

The City may use any funds provided by the County only for the said project in accordance with the Work Plan attached hereto. The City must make written application to the County for any proposed changes to the approved Work Plan and must receive written approval for the proposed changes from the County prior to seeking reimbursement for costs relating to said changes. The City must provide the County with copies of all contracts and other documents identified above which relate to the said project.

The City shall provide evidence of the availability of matching funds in the amount of \$9,375.00 (25%) for the tasks listed in the Work Plan.

The City shall inform the County in writing of any circumstances that will delay the completion of the Work Plan beyond the term of this Agreement not less than sixty (60) days prior to the expiration of this Agreement.

The City may use any funds provided by the County only for the purpose stated within the Work Plan. The City must provide the County with copies of all contracts and other documents identified above which relate to said Work Plan. A completed Historic Preservation Grant Payment/Reimbursement Request Form (*Attachment I*), must accompany all request(s) for release of funds. No funds will be released unless/until this completed form is received by the County.

The City shall allow the County to place a sign no larger than 18" x 24" on the property, at a mutually agreed to location, which shall identify the Camden County Open Space Preservation Trust Fund as a financial partner in the completion of the project.

3. COUNTY'S RESPONSIBILITIES

Upon receipt of a signed contract(s) for work contained in the Work Plan, the County shall pay to the City the sum of said contract(s), or a percentage thereof, for the purpose of permitting the City to complete the project. The amount paid shall not exceed the amount for said work identified in the City's application submitted to the County for Round 20 - Historic Preservation Funding, nor shall it exceed \$37,500 in the aggregate. Any balance from the original appropriation of funds which remains after all work identified in the Work Plan has been completed, shall remain with the County.

4. ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

In accordance with N.J.S.A. 40A:65-9, if any party performing a service on behalf of another party or parties to this Agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the Agreement for the work to be performed by a private contractor under such Agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40a: 11-1 et seq.)

5. AUDIT

Pursuant to the Single Audit Act of 1984, the City agrees to permit the County and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

6. RIGHT TO INSPECT

The City shall permit the County or its authorized representative, to make visits to the site during installation in order to: assure the City's compliance with the terms of this Agreement, review project accomplishments, or provide such technical assistance as may be required.

7. INDEMNIFICATION

The City shall indemnify, hold harmless and defend the County, its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with, the restoration work conducted pursuant to this Agreement.

8. INSURANCE

The City shall provide and maintain during the term of this Agreement adequate insurance coverage for the work to be performed pursuant to this Agreement. Said insurance shall include but not be limited to general liability and workers compensation insurance which includes limits which are the same as those procured by the City for other types of activities.

9. NOTICE

All notice hereunder shall be in writing and mailed, postage paid, certified mail, return receipt requested to the County by directing the same to the County Administrator, 16th Floor, 520 Market St., Camden, New Jersey 08102 and to the City by directing the same to the Mayor, City of Camden, at 520 Market Street, Camden, New Jersey 08102.

10. MISCELLANEOUS

The following provisions shall apply to this Agreement:

a. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

b. Amendments

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

c. Headings

This section and or any other headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this contract.

d. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

e. Entire Agreement

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral agreements relating to this undertaking set forth herein.

f. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without the County's prior written permission.

g. Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

h. Funding

In accordance with the provisions of N.J.S.A. 40A: 11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

i. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this Agreement.

ATTEST:

COUNTY OF CAMDEN

CLERK, BOARD OF FREEHOLDERS

ROSS G. ANGELELLA
COUNTY ADMINISTRATOR

WITNESS:

CITY OF CAMDEN

CLERK,
CITY OF CAMDEN

Name:

Title:

(OP-HISTAGRE-CamdenCITY.RD20 (Kiosk))



Making It Better, Together.

OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND

Historical Education Kiosk

(Round 20)

Approved Work Plan

- Task #1: Creation of gameshow format history quiz in English and Spanish; Upload to City of Camden website
- Task #2: Quarterly maintenance of software/hardware
- Task #3: Updating/printing of maps, guides and rack cards for distribution in City Hall and 21 City and County historic sites



Making It Better, Together.

Historic Preservation Grant

Payment/Reimbursement Request Form

The following payments/reimbursements are requested relative to the project listed below:

Project Name: _____

Applicant: _____

Funding Round: 20 Matching Fund Amt.: \$ 9,375.00
(if applicable)

Please specify the Task #, as identified in the Approved Work Plan contained in your Project Agreement, for each item for which payment/reimbursement is requested, and documentation included.

Task #	Item (i.e. fencing, field regrading, lighting etc.)	Total Cost	Matching Funds (if applicable)	Reimbursement Requested
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____

Total REIMBURSEMENT Requested

\$

Signature _____

Title _____

Date _____

Print Name

RESOLUTION #3

Resolution accepting and inserting #37,500 grant from the Camden County Open Space farmland, recreation & historic trust for heritage tourism interactive historic mural (by title)

RESOLUTION

**NOT available at time of print on
Thursday, January 28, 2021.**

MBS:dh
02-09-21

R-4

**RESOLUTION AUTHORIZING AN EXECUTION OF A SHARED SERVICES
AGREEMENT BETWEEN THE CITY OF CAMDEN AND THE COUNTY OF CAMDEN
FOR THE GRANT FUND IN THE AMOUNT OF \$37,500.00 FOR THE
IMPLEMENTATION OF AN INTERACTIVE HISTORIC MURAL**

WHEREAS, N.J.S.A. 40A:65-1 authorizes local units of government to enter into agreements for shared services; and

WHEREAS, the City of Camden desires to enter into a Shared Services Agreement with the County of Camden to implement an Interactive Historic Mural through grant funding from the Camden County Open Space & Historic Trust Fund; and

WHEREAS, City Council has determined that it is in the best interest of the City of Camden that the City enter into said Shared Services Agreement with the County of Camden; and


WHEREAS, there is a need, to establish the rights and responsibilities of both entities as it relates to the grant amount of \$37,500.00 for the Interactive Historic Mural for the period of January 1, 2021 thru December 31, 2021; now, therefore

BE IT RESOLVED by the City Council of the City of Camden that the proper officers are hereby authorized to enter into a Shared Services Agreement with the County of Camden for grant funding for the Interactive Historic Mural.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

R-4

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: 2/9/2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Patrice Bassett, Records Manager & Archivist

Department Making Request: Municipal Clerk

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing entrance into a shared services agreement with the County of Camden and/or Board of Chosen Freeholders which includes a \$37,500 grant from the Camden County Open Space, Farmland, Recreation & Historic Trust

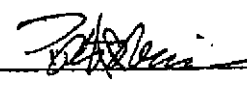
BRIEF DESCRIPTION OF ACTION: This resolution will allow entry into a shared services agreement with Camden County in order to provide grant funding in the amount of \$37,500 for the City Clerk's Office to implement an interactive historic mural for the period of January 1 thru December 31, 2021.

BIDDING PROCESS: N.J.S.A. 40A:11-5a(ii) –
Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): (If applicable)

AMOUNT: (If applicable) \$37,500

☒ **Waiver Attached for State (DCA) Approval**
Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/14/2021</u>	<u></u>
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____
Received by City Attorney:	_____	_____

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****

SHARED SERVICES AGREEMENT
BY AND BETWEEN
THE COUNTY OF CAMDEN
AND
CITY OF CAMDEN

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A: 65-1 et seq. entered into between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, Camden, New Jersey 08102, (County), and the City of Camden, a body of politic and corporate of the State of New Jersey with offices with offices located at 520 Market Street, Camden, New Jersey 08102 (City). The date of execution of this Agreement is the day of , 2021.

WITNESSETH:

WHEREAS, the need exists within the County of Camden (County) and its municipalities for the preservation of historic sites; and

WHEREAS, the City of Camden (City) desires to develop and install an interactive historical education kiosk (project) to engage the public in active learning and increase heritage tourism in Camden City and surrounding area within the City of Camden; and

WHEREAS, the City desires to acquire assets which would permit it to implement the project; and

WHEREAS, the County desires to fund, in an amount not to exceed \$37,500, the installation of the project by the City, in accordance with the approved work plan (Work Plan) which is attached hereto, in order that the citizens of the County may ensure the continued preservation of historic properties within the County; and

WHEREAS, the City agrees to indemnify and hold harmless the County of Camden, its agents, servants, and employees from any and all liability relating to the installation of the project, together with their ownership and use; and

WHEREAS, by resolution adopted December 17, 2020, the Board of Freeholders of the County of Camden authorized the execution of any necessary contractual documents to implement the recommendations of the Camden County Open Space Preservation Trust Fund Advisory Committee with respect to Round 20 - Historic Preservation funding, now, therefore,

IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. **TERM**

This Agreement shall be for a one (1) year period commencing upon the date of the execution of this Agreement.

2. **CITY'S RESPONSIBILITIES**

The City shall negotiate with contractors for said development and installation of an interactive historical education kiosk and shall provide the County with a copy of all plans and agreements with contractors for said project as identified in the Work Plan, not less than seven days prior to the commencement of work. Following completion of the work, the City shall submit copies of all invoices from said contractors, and copies of all cancelled checks for said project as they relate to the Work Plan.

The City may use any funds provided by the County only for the said project in accordance with the Work Plan attached hereto. The City must make written application to the County for any proposed changes to the approved Work Plan and must receive written approval for the proposed changes from the County prior to seeking reimbursement for costs relating to said changes. The City must provide the County with copies of all contracts and other documents identified above which relate to the said project.

The City shall provide evidence of the availability of matching funds in the amount of \$9,375.00 (25%) for the tasks listed in the Work Plan.

The City shall inform the County in writing of any circumstances that will delay the completion of the Work Plan beyond the term of this Agreement not less than sixty (60) days prior to the expiration of this Agreement.

The City may use any funds provided by the County only for the purpose stated within the Work Plan. The City must provide the County with copies of all contracts and other documents identified above which relate to said Work Plan. A completed Historic Preservation Grant Payment/Reimbursement Request Form (*Attachment I*), must accompany all request(s) for release of funds. No funds will be released unless/until this completed form is received by the County.

The City shall allow the County to place a sign no larger than 18" x 24" on the property, at a mutually agreed to location, which shall identify the Camden County Open Space Preservation Trust Fund as a financial partner in the completion of the project.

3. COUNTY'S RESPONSIBILITIES

Upon receipt of a signed contract(s) for work contained in the Work Plan, the County shall pay to the City the sum of said contract(s), or a percentage thereof, for the purpose of permitting the City to complete the project. The amount paid shall not exceed the amount for said work identified in the City's application submitted to the County for Round 20 - Historic Preservation Funding, nor shall it exceed \$37,500 in the aggregate. Any balance from the original appropriation of funds which remains after all work identified in the Work Plan has been completed, shall remain with the County.

4. ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

In accordance with N.J.S.A. 40A:65-9, if any party performing a service on behalf of another party or parties to this Agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the Agreement for the work to be performed by a private contractor under such Agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40a: 11-1 et seq.)

5. AUDIT

Pursuant to the Single Audit Act of 1984, the City agrees to permit the County and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

6. RIGHT TO INSPECT

The City shall permit the County or its authorized representative, to make visits to the site during installation in order to: assure the City's compliance with the terms of this Agreement, review project accomplishments, or provide such technical assistance as may be required.

7. INDEMNIFICATION

The City shall indemnify, hold harmless and defend the County, its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with, the restoration work conducted pursuant to this Agreement.

8. INSURANCE

The City shall provide and maintain during the term of this Agreement adequate insurance coverage for the work to be performed pursuant to this Agreement. Said insurance shall include but not be limited to general liability and workers compensation insurance which includes limits which are the same as those procured by the City for other types of activities.

9. NOTICE

All notice hereunder shall be in writing and mailed, postage paid, certified mail, return receipt requested to the County by directing the same to the County Administrator, 16th Floor, 520 Market St., Camden, New Jersey 08102 and to the City by directing the same to the Mayor, City of Camden, at 520 Market Street, Camden, New Jersey 08102.

10. MISCELLANEOUS

The following provisions shall apply to this Agreement:

a. Construction of this Agreement

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

b. Amendments

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

c. Headings

This section and or any other headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this contract.

d. Invalid Clause

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

e. Entire Agreement

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral agreements relating to this undertaking set forth herein.

f. Assignability

This Agreement and all rights, duties and obligations contained herein may not be assigned without the County's prior written permission.

g. Affirmative Action

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

h. Funding

In accordance with the provisions of N.J.S.A. 40A: 11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

i. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this Agreement.

ATTEST:

COUNTY OF CAMDEN

CLERK, BOARD OF FREEHOLDERS

ROSS G. ANGILELLA
COUNTY ADMINISTRATOR

WITNESS:

CITY OF CAMDEN

CLERK,
CITY OF CAMDEN

Name:

Title:

(OP-BISTAGRE-CamdenCITY.RD20 (Kiosk))



Making It Better, Together.

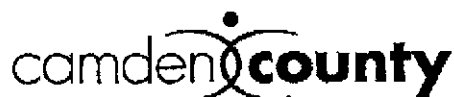
OPEN SPACE, RECREATION, FARMLAND AND HISTORIC PRESERVATION TRUST FUND

Historical Education Kiosk

(Round 20)

Approved Work Plan

- Task #1: Creation of gameshow format history quiz in English and Spanish; Upload to City of Camden website
- Task #2: Quarterly maintenance of software/hardware
- Task #3: Updating/printing of maps, guides and rack cards for distribution in City Hall and 21 City and County historic sites



Making It Better, Together.

Historic Preservation Grant

Payment/Reimbursement Request Form

The following payments/reimbursements are requested relative to the project listed below:

Project Name: _____

Applicant: _____

Funding Round: 20 Matching Fund Amt.: \$ 9,375.00
(if applicable)

Please specify the Task #, as identified in the Approved Work Plan contained in your Project Agreement, for each item for which payment/reimbursement is requested, and documentation included.

Task #	Item (i.e. fencing, field regrading, lighting etc.)	Total Cost	Matching Funds (if applicable)	Reimbursement Requested
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____
_____	_____	\$ _____	\$ _____	\$ _____

Total REIMBURSEMENT Requested

\$

Signature _____

Title _____

Date _____

Print Name

RESOLUTION #4

Resolution authorizing entrance into a shared services agreement with the County of Camden and/or Board of Chosen Freeholders which includes a \$37,500 grant from the Camden County Open Space, Farmland, Recreation & Historic Trust (by title)

RESOLUTION

**NOT available at time of print on
Thursday, January 28, 2021.**

R-5
MBS:dh
02-09-21

**RESOLUTION AUTHORIZING LUIS PASTORIZA, RMC, CMR, MUNICIPAL CLERK &
REGISTRAR OF THE CITY OF CAMDEN TO EXECUTE A GRANT AGREEMENT WITH
THE NEW JERSEY HISTORIC TRUST IN THE AMOUNT OF \$50,000 GRANT
2020.H003**

WHEREAS, the City of Camden has applied for and been awarded a grant from the New Jersey Historic Trust in the amount of \$50,000.00 for a Heritage Tourism Interactive Historic Mural; and


WHEREAS, the City authorizes Luis PastORIZA, RMC, CMR, Municipal Clerk & Registrar of the City of Camden to execute the grant agreement with the New Jersey Historic Trust; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that Luis PastORIZA, RMC, CMR, Municipal Clerk & Registrar, is hereby designated as the authorized signer for the grant agreement for a Heritage Tourism Interactive Historic Mural.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

R-5

CITY OF CAMDEN

CITY COUNCIL REQUEST FORM

Council Meeting Date: 2/9/2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Patrice Bassett, Records Manager & Archivist

Department Making Request: Municipal Clerk

TITLE OF RESOLUTION/ORDINANCE: Resolution authorizing Luis Pastoriza, RMC CMR Municipal Clerk & Registrar of the City of Camden to execute a grant agreement with the State in the amount of \$50,000 grant 2020.H003


BRIEF DESCRIPTION OF ACTION: The City of Camden desires to further historic preservation through a grant from the New Jersey Historic Trust in the amount of \$50,000 for a Heritage Tourism Interactive Historic Mural at Camden City Hall 2020.H003. This resolution authorizes signatory to said agreement.

BIDDING PROCESS: N.J.S.A. 40A:11-5a(ii) –
Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): (If applicable)

AMOUNT: (If applicable)

☐ **Waiver Attached for State (DCA) Approval**
Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	1/14/2021	
Approved by Grants Management:	_____	_____
		(If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF –Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	_____	_____
Received by City Attorney:	_____	_____

(Name) Please Print

(Extension #)

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******



NEW JERSEY
HISTORIC
TRUST

PO Box 457
Trenton, NJ 08625

November 6, 2020

Patrice Bassett
City of Camden
520 Market St Rm 105
Camden, NJ 08101

Re: Grant No. 2020.H003, Camden City Hall

Dear Patrice Bassett:

On behalf of the Board of Trustees of the New Jersey Historic Trust, I congratulate your organization on being recommended for a preservation grant from the Preserve New Jersey Historic Preservation Fund in the amount of \$50,000.

The Garden State Preservation Trust will authorize the awards at its November 17th meeting. The Legislature and Governor must approve the appropriation before the grant funds can be dispersed. We will keep you informed of the legislative progress via email alerts.

The Historic Trust will schedule a mandatory, virtual grantee workshop in January 2021. You will be notified by email when the exact date is scheduled. This workshop will provide you with the information that you need to begin administering your grant.

Until that time, please keep the Trust staff informed about activities regarding your project, including development of any research, planning, design, or construction documents. The Trust should receive copies of all documents related to this project as they become available. You can reach your program officer, Haley McAlpine, at haley.mcalpine@dca.nj.gov.

Again, congratulations on your successful application. We look forward to working with you to preserve New Jersey's historic resources.

Sincerely,

Dorothy P. Guzzo
Executive Director

Preserve New Jersey Historic Preservation Fund Grant Award

Administered by the New Jersey Historic Trust

**2020.H003
Camden City Hall**

Please print and complete the required grant materials, then submit
hardcopies to NJHT no later than March 15, 2021

Mailing Address

(includes US Postal Service):

**New Jersey Historic Trust
P.O. Box 457
Trenton, NJ 08625**

Hand Deliveries

(includes FedEx and UPS) :

**New Jersey Historic Trust
101 South Broad Street, 6th Floor
Trenton, NJ 08608**

Contact NJHT

Phone : (609) 984-0473

Fax : (609) 984-7590

Email : njht@dca.nj.gov

RESOLUTION #5

Resolution authorizing Luis Pastoriza, RMC CMR Municipal Clerk and Registrar of the City of Camden to execute a grant agreement with the State in the amount of \$50,000 grant
2020.H003 (by title)

RESOLUTION

**NOT available at time of print on
Thursday, January 28, 2021.**

R-8

MBS:dh
02-09-21

RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION

WHEREAS, there is now pending before the Superior Court of New Jersey, a case under Docket No. CAM-L-1828-20, entitled Gerald Abel v. City of Camden in which the plaintiff seeks damages; and

WHEREAS, this matter has been reviewed and negotiated by and between the parties of this litigation and an agreement has been reached by and between these parties to settle the case with the City of Camden paying the total sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00); and

WHEREAS, in accordance with this settlement, the City of Camden will pay the total sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00); and

WHEREAS, the settlement of the within litigation is not an admission of liability on the part of the City of Camden but is made in recognition of the risks of litigation and in order to avoid the continued costs and expenses of litigating the within matter; and

WHEREAS, the specific terms of the settlement are set forth in the attached form of the Settlement Agreement; and

WHEREAS, Council has reviewed said settlement proposal and has determined that it is in the best interests of the City of Camden to settle the litigation in the aforesaid matter; and

WHEREAS, pursuant to the directive of the Division of Local Government Services, a certification has been attached hereto which certifies that the funds for this expenditure are available and appropriated under the trust account budget of the City of Camden under line item "T-35-900-101", and said certification has been signed by the Chief Financial Officer and approved as to form by the City Attorney; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the proper officers are hereby authorized to adhere to the Settlement Agreement and to issue payment in the amount of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00), in the manner set forth in the Settlement Agreement.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN

CERTIFICATION AS TO THE AVAILABILITY OF FUNDS

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT WITH RESPECT TO
THE AWARD OF A CONTRACT OR EXPENDITURE OF FUNDS TO:

GERALD ABEL

THAT FUNDS ARE AVAILABLE AS OF THE DATE OF THIS RESOLUTION,
FROM ONE OF THE FOLLOWING:

TEMPORARY BUDGET APPROPRIATION:

AMOUNT:

ADOPTED BUDGET APPROPRIATION:

AMOUNT:

APPROPRIATION RESERVE:

AMOUNT:

DEDICATED BY RIDER:

AMOUNT:

RESERVE FOR STATE AND FEDERAL GRANT: T-36-900-101

AMOUNT: \$7,500.00

CAPITAL ORDINANCE:

AMOUNT:

TRUST ACCOUNT:

AMOUNT:


DETERMINATION OF VALUE CERTIFICATION

I CERTIFY, AS CHIEF FINANCIAL OFFICER, THAT THE ANTICIPATED
VALUE OF THE CONTRACT, OVER THE FULL LIFE, WILL BE:

\$7,500.00

Description of the Goods or Services to be procured: ~~EXECUTION OF A COMMODITY-~~
~~DEMAND REGIONAL WATER SALES AGREEMENT WITH NEW JERSEY AMERICAN WATER~~
~~COMPANY.~~

Johanna S. Conyer


JOHANNA S. CONYER
DIRECTOR OF FINANCE

DATE: FEBRUARY 4, 2021

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting: February 9, 2021

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Office of Risk Management

Department Making Request: Risk Management

TITLE OF RESOLUTION:
RESOLUTION AUTHORIZING THE SETTLEMENT OF LITIGATION

BRIEF DESCRIPTION OF ACTION: A settlement has been reached in the matter of Gerald Abel v. City of Camden Docket No. CAM-L-1828-20. This resolution will approve the terms of the settlement and authorize the Mayor and appropriate City officials to sign the settlement and release of all claims memorializing the terms of the settlement agreement.

APPROPRIATION ACCOUNT TO BE CHARGED: T-35-900-101

AMOUNT OF PROPOSED CONTRACT: \$7,500

☒ **Waiver Request Form Attached for State DCA/DLGS Approval - (If applicable)**
For Example: Form "A" - Request for approval of Employees Requiring Advice and Consent of Governing Body, Form "D" - Contract Request, Form "E" - Creation/Extension of Services, Form "G" - Grant Approval, Form "H" - Bond Ordinance or Contract Request, Form "I", "Best Price Insurance Contracting" Model Ordinance

	<u>Date</u>	<u>Signature</u>
Approved by City Attorney:	_____	_____
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	2/4/21	_____
<input checked="" type="checkbox"/> CAF - Certifications of Availability of Funds	2/5/21	_____
Approved by Business Administrator:	_____	Jason J. Asuncion
	(Name) Please Print	(Extension #)
Prepared By: Zoraida Pagan	_____	X7578
Contact Person: Michelle Banks-Spearman, City Attorney	_____	X7170

Please note that the Contact Person is the point person for providing pertinent information regarding request.
If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

CAMDEN CITY

520 MARKET STREET

P O BOX 95120

CAMDEN, NJ 08101-5120

TEL (856)757-7000

REQUISITION

NO.

C2100053

SHIP
TOOFFICE OF RISK MANAGEMENT
4TH FL CITY HALL
P O BOX 95120
CAMDEN, NJ 08101

VENDOR

UNKNOWN VENDOR
, NJ

VENDOR #: UNK01

ORDER DATE: 01/15/21

DELIVERY DATE:

STATE CONTRACT:

F.O.B. TERMS:

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Settlement Payment in the Matter of Gerald Abel v. City of Camden Docket No. CAM-L-1828-20 Please Make Check Payable to: Gerald Abel & Adam M Kotler 16000 Commerce Parkway, Suite C Mount Laurel, NJ 08054 <i>1-19-21</i> <i>1/19/21</i>	T-35- -900-101	7,500.0000	7,500.00
			TOTAL	7,500.00

CITY OF CAMDEN
PURCHASING BUREAU
2021 JAN 15 PM 4:32

Approved: *[Signature]* 1/19/21I hereby certify that the work or supplies specified are
necessary for the proper transaction of the business of this
bureau or office.*Michael B. [Signature]*
Department Head

Date

Michael B. [Signature]
Receiver of Goods

Date

THIS COPY OF THE REQUISITION TO BE FORWARDED TO THE PURCHASING BUREAU

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF LOCAL GOVERNMENT SERVICES
CONTRACT REQUEST FORM**

This form must be filled out in its entirety and is intended to provide the Division with appropriate information to determine whether to approve a new or extended service. Please provide any additional information you believe will help the Division make an informed decision.

Municipality	City of Camden
--------------	----------------

Professional Service or EUS Type	Settlement of Litigation
Name of Vendor	Gerald Abel
Purpose or Need for service:	Settlement has been reached in the matter of Gerald Abel v. City of Camden under Docket No. CAM-L-1828-20
Contract Award Amount	\$7500
Term of Contract	
Temporary or Seasonal	
Grant Funded (attach appropriate documentation allowing for service through grant funds)	
Please explain the procurement process (i.e. bids, RFQ, competitive contracting, etc.)	
Were other proposals received? If so, please attach the names and amounts for each proposal received?	

Please attach the RFP, evaluation memoranda or evaluation forms used to evaluate the vendors and a list of all bidders and the bid amounts associated with each bidder.

If the lowest bidder was not selected, please have the appropriate personnel sign the certification on page 2.

Mayor's Signature

Date _____

Business Administrator/Manager Signature

Date _____

*For direct appointments of the Governing Body, Council President or at the discretion of the Director, the most senior member of the Governing Body may sign the waiver in lieu of the Mayor.

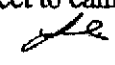
The Chief Financial Officer affirms that there is adequate funding available for this personnel action.

1-35-900-101 Funding Source for this action



Chief Financial Officer Signature

I certify that the vendor selected is in compliance with the adopted Pay to Play Ordinance and that the vendor was notified of any restrictions with respect to campaign contributions.

Settlement Agreement N/A  Date _____
Certifying Officer

For LGS use only:

☐ Approved ☐ Denied

Date _____
Director or Designee,
Division of Local Government Services

Number Assigned _____

RELEASE OF ALL CLAIMS

This Release dated the 29 day of 12, 2020 is given by the Releasor set forth below.

For and in Consideration of the payment to me of the sum of **SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500.00)**, and other good and valuable consideration, **GERALD ABEL**, ("Releasor"), being of lawful age, have released and discharged, and by these presents do for myself, my heirs, executors, administrators and assigns, release, acquit and forever discharge the CITY OF CAMDEN, and all of their respective representatives, successors and assigns; as well as any and all of their parents, subsidiaries, affiliates, predecessors, successors, assigns and insurers and any past or present officers, directors, agents, representatives, employees and attorneys of the CITY OF CAMDEN ("Releasee") of and from any and all actions, causes of action, claims or demands for damages, costs, loss of use, loss of services, expenses, compensation, consequential damage or any other thing whatsoever on account of, or in any way growing out of, any and all known and unknown property damage resulting or to result from occurrence or accident that happened as set forth in the Complaint filed in the Superior Court of New Jersey, Camden County, at docket No: CAM-L-1828-20.

It is understood that the settlement of this matter includes compensation for all claims, including punitive damages, attorney's fees, pecuniary losses incurred, or that may be incurred, in the future by Releasor, and any other losses that accrued or may have accrued. It is further agreed that Releasor will defend and indemnify and hold Releasees harmless from any and all liability arising from liens, reimbursement or subrogation claims, be they statutory, equitable or judicially imposed that have been or may in the future be, asserted by any person or entity. Releasor expressly acknowledges that all obligations to satisfy such liens or claims are that of Releasor and not Releasee.

Release of Claims
Gerald Abel, Jr.
CAM-L-1828-20

STATE OF NEW JERSEY :
COUNTY OF CAMDEN : S.S.

I CERTIFY that on the 29th day of December, 2020, Gerald Abel, Jr.
personally came before me and acknowledged under oath, to my satisfaction, that he is the
person named in and personally signed this document.

CHRIS BARNES
NOTARY PUBLIC
STATE OF NEW JERSEY
ID # 50114452
MY COMMISSION EXPIRES OCT. 8, 2024


Notary Public

Prepared by:

Timothy J. Galanaugh
TIMOTHY J. GALANAUGH, ESQ.
Assistant City Attorney
City of Camden

Revised
R-21

MBS:dh
02-09-21

**RESOLUTION ACCEPTING A GRANT FROM THE DELAWARE VALLEY
REGIONAL PLANNING COMMISSION (DVRPC) FOR THE TRANSIT SUPPORT
PLANNING GRANT PROGRAM IN THE AMOUNT OF \$36,747.00**

WHEREAS, the City of Camden applied for and received a grant from the Delaware Valley Regional Planning Commission in the amount of \$36,747.00; and

WHEREAS, the grant proceeds will be used for the purpose to offset administrative costs for staff members from the Department of Planning and Development; and

WHEREAS, the City has a local match of \$15,947.00; and

WHEREAS, the City desires to accept the grant from the Delaware Valley Regional Planning Commission; now, therefore


BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the grant from the Delaware Valley Regional Planning Commission in the amount of \$20,800.00 with a local match of \$15,947.00 for a total amount of \$36,747.00.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such Grant.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

R-21

MBS:dh
02-09-21

**RESOLUTION ACCEPTING A GRANT FROM THE DELAWARE VALLEY
REGIONAL PLANNING COMMISSION (DVRPC) FOR THE SUPPORTIVE HIGHWAY
REGIONAL PLANNING PROGRAM IN THE AMOUNT OF \$36,747.00**

WHEREAS, the City of Camden applied for and received a grant from the Delaware Valley Regional Planning Commission in the amount of \$36,747.00; and

WHEREAS, the grant proceeds will be used for the purpose to offset administrative costs for staff members from the Department of Planning and Development; and

WHEREAS, the City has a local match of \$15,947.00; and

WHEREAS, the City desires to accept the grant from the Delaware Valley Regional Planning Commission; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden that the City is hereby authorized to accept the grant from the Delaware Valley Regional Planning Commission in the amount of \$20,800.00 with a local match of \$15,947.00 for a total amount of \$37,747.00.

BE IT FURTHER RESOLVED that the Mayor or his designee is hereby authorized to execute such documentation as is necessary to receive such Grant.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2020

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Resolution accepting a grant from the Delaware Valley Regional Planning Commission in the amount of \$36,747.00 for the Transit Support Planning Grant Program (21-63-025).

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to accept said grant from the Delaware Valley Regional Planning Commission to offset administrative costs for staff members from the Department of Planning and Development.

BIDDING PROCESS: N/A

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

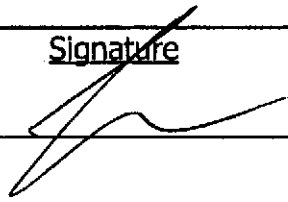
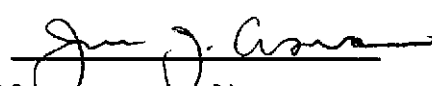
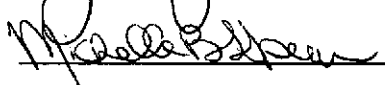
APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$36,747.00



Waiver Attached for State (DCA) Approval

*Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/15/21</u>	<u></u>
Approved by Grants Management:	<u> </u>	<u> </u> (If applicable)
Approved by Finance Director:	<u> </u>	<u> </u>
<input type="checkbox"/> CAF -Certifications of Availability of Funds		
Approved by Purchasing Agent:	<u> </u>	<u> </u>
Approved by Business Administrator:	<u>1-19-21</u>	<u></u>
Received by City Attorney:	<u>1/27/21</u>	<u></u>

(Name) Please Print

(Extension #)

Please note that the Contact Person is the point person for providing pertinent information regarding request.

If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

******Please attach all supporting documents******

Revised
R-22

MBS:dh
02-09-21

**RESOLUTION AUTHORIZING A TEMPORARY EMERGENCY
APPROPRIATION IN THE AMOUNT OF \$36,747.00 INTO THE BUDGET FROM
THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR THE
TRANSIT SUPPORT PLANNING GRANT PROGRAM**

WHEREAS, funds have become available through a grant from the Delaware Valley Regional Planning Commission, and no adequate provision has been made in the 2021 temporary budget for the aforesaid purpose N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, of not less than two-thirds of all the members of City Council thereof affirmatively concurring, that in accordance with provisions of N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation be and the same is hereby made for the Delaware Valley Regional Planning Commission, to underwrite administrative costs in the amount of \$36,747.00.

2. That said emergency temporary appropriation will be provided for in the temporary budget under the title of:


"Delaware Valley Regional Planning Commission, Transit Support Planning Grant
Program" - \$36,747.00

3. That one certified copy of this resolution be filed with the Director of Local Government Services.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST:

LUIS PASTORIZA
Municipal Clerk

MBS:dh
02-09-21

R-22

**RESOLUTION AUTHORIZING A TEMPORARY EMERGENCY
APPROPRIATION IN THE AMOUNT OF \$36,747.00 INTO THE BUDGET FROM
THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION**

WHEREAS, funds have become available through a grant from the Delaware Valley Regional Planning Commission, and no adequate provision has been made in the 2021 temporary budget for the aforesaid purpose N.J.S.A. 40A:4-20 provides for the creation of an emergency temporary appropriation for the purpose above mentioned; now, therefore

BE IT RESOLVED, by the City Council of the City of Camden, of not less than two-thirds of all the members of City Council thereof affirmatively concurring, that in accordance with provisions of N.J.S.A. 40A:4-20:

1. An emergency temporary appropriation be and the same is hereby made for the Delaware Valley Regional Planning Commission, to underwrite administrative costs in the amount of \$36,747.00.

2. That said emergency temporary appropriation will be provided for in the temporary budget under the title of:

"Delaware Valley Regional Planning Commission, Transit Support Program" -
\$36,747.00

3. That one certified copy of this resolution be filed with the Director of Local Government Services.

BE IT FURTHER RESOLVED, that pursuant to N.J.S.A. 52:27BBB-23, a true copy of this Resolution shall be forwarded to the State Commissioner of Community Affairs, who shall have ten (10) days from the receipt thereof to veto this Resolution. All notices of veto shall be filed in the Office of the Municipal Clerk.

Date of Introduction: February 9, 2021

The above has been reviewed
and approved as to form.


MICHELLE BANKS-SPEARMAN
City Attorney

CURTIS JENKINS
President, City Council

ATTEST: _____
LUIS PASTORIZA
Municipal Clerk

CITY OF CAMDEN
CITY COUNCIL REQUEST FORM

Council Meeting Date: February 9, 2020

TO: Jason J. Asuncion, Esq., Business Administrator

FROM: Edward C. Williams, PP, AICP, CSI, Director

Department Making Request: Planning and Development

TITLE OF RESOLUTION/ORDINANCE: Resolution approving a temporary appropriation for the Delaware Valley Regional Planning Commission in the amount of \$36,747.00 for the Transit Support Planning Grant Program (21-63-025).

BRIEF DESCRIPTION OF ACTION: The purpose of this action is to accept said grant from the Delaware Valley Regional Planning Commission to offset administrative costs for staff members from the Department of Planning and Development.

BIDDING PROCESS: N/A

Procurement Process: Bid#, RFP#, State Contract#, Non-Fair & Open, EUS:

APPROPRIATION ACCOUNT(S): n/a

AMOUNT: \$36,747.00

☐ **Waiver Attached for State (DCA) Approval**
*Contracts for Services, Grant Applications/Awards, License Agreements, etc.
(Any Resolution that has Impact on City budget)*

	<u>Date</u>	<u>Signature</u>
Approved by Relevant Director:	<u>1/21/21</u>	<u>[Signature]</u>
Approved by Grants Management:	_____	_____ (If applicable)
Approved by Finance Director:	_____	_____
<input type="checkbox"/> CAF - Certifications of Availability of Funds		
Approved by Purchasing Agent:	_____	_____
Approved by Business Administrator:	<u>1-19-21</u>	<u>[Signature]</u>
Received by City Attorney:	<u>1/21/21</u>	<u>[Signature]</u>

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If request is a walk-on, the Contact Person will be responsible for picking up the Council request(s) from the City Attorney's Office to make necessary copies for Council Meeting.

****Please attach all supporting documents****