

**TOWNSHIP OF HOPEWELL
MERCER COUNTY, NEW JERSEY**

R E S O L U T I O N #23-223

COUNTY EXECUTIVE AND CLERK TO THE BOARD AUTHORIZED TO EXECUTE A SUBRECEPIENT AGREEMENT WITH HOPEWELL TOWNSHIP FOR THE ALLOCATION OF A PORTION OF MERCER COUNTY'S ARPA FUNDS FOR THE MERCER COMMUNITY INVESTMENT INITIATIVE PROGRAM. PERIOD: JUNE 12, 2023 TO DECEMBER 31, 2026 AMOUNT: NOT TO EXCEED \$60,000 (ARPA FUNDS)

WHEREAS, on March 11, 2021, President Joseph R. Biden, Jr., signed into law the U.S. Senate-amended H.R. 1319 (P.L. 117-2), known as the American Rescue Plan Act (hereinafter "ARPA"); and,

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA, as set forth in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (C) and the Final Rule 31 CFR 35.6(b)(3)(ii)(A)(11) recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to provide assistance to individuals and disproportionately impacted populations via capital improvements, investments in the community to promote health outcomes and public safety, services to address health disparities and procurement of equipment related to the provision of these services; and,

WHEREAS, the County has been awarded \$71,368,970.00 in funds by the U.S. Department of the Treasury ("Treasury") which are distributed to the County from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (*Note: the date ARPA became law*) until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, the County of Mercer seeks to allocate ARPA funding to local municipalities participating in the Mercer County Investment Initiative Program ("Program") for the purpose of, but not limited to, expanding upon existing programs that provide social services, health care and transportation needs for seniors, veterans and the disabled in local communities; which Program will be funded in whole by federal award number SLFRP4580 awarded to Mercer County by Treasury; and,

WHEREAS, the County and Hopewell Township's desire to enter into a Subrecipient Agreement ("Agreement") setting forth their respective responsibilities under the Program; and

WHEREAS, Hopewell Township accepts the obligation to provide the scope of work described in the Agreement and to comply with ARPA monitoring, documentation and reporting requirements; now, therefore;

BE IT RESOLVED, that the County Executive and Clerk to the Board are hereby authorized to execute the Agreement with Hopewell Township for the planning of the proposed Senior/Community Center only, in the amount not to exceed \$60,000 (Mercer County ARPA funds, no County general, or other, funds), for the period of June 12, 2023 through December 31, 2026; and,

BE IT FURTHER RESOLVED, that the Clerk to the Board shall forward one (1) certified copy of this Resolution, along with one (1) executed copy of said Agreement to

Katherine Fenton-Newman, Municipal Clerk, 201 Washington Crossing-Pennington Road, Titusville, NJ 08560; GrantWorks, ATT: Mary Sheehy; the Mercer County Health & Human Services Department; and the Mercer County Counsel's office

Date Adopted: June 12, 2023

CERTIFICATION

I, Katherine Fenton-Newman, Municipal Clerk, of the Township of Hopewell, County of Mercer, State of New Jersey, do hereby certify that the foregoing resolution was duly adopted by the Township Committee at the regular meeting held on the 12th day of June, 2023, in the Municipal Building Auditorium, Hopewell Township, New Jersey and via Zoom Video Communications.



Katherine Fenton-Newman, RMC, CMR
Municipal Clerk

Subrecipient Name	HOPEWELL TOWNSHIP
Name of Program	MERCER COUNTY COMMUNITY INVESTMENT INITIATIVE (MCCII): Hopewell
Subrecipient Unique Entity Identifier (U.E.I.)	XBGKA95VLBE8
Period of Performance Start Date	
Period of Performance End Date	September 30, 2025
Amount of Federal Funds Obligated by this Agreement	\$60,000.00

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 12th day of June 2023, by and between County of Mercer, New Jersey, hereinafter referred to as the "County" and the Hopewell Township, a Municipality of New Jersey, hereinafter referred to as the "Subrecipient." County and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

The following recitals are incorporated in and made a part of this Agreement.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule and on January 6, 2022, issued the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1) and the Final Rule 31 CFR 35.6(b)(3)(ii)(A)(11) recipients may use Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to award grants to make capital improvements for improving services to vulnerable senior, veteran and handicapped populations; and

WHEREAS, the County has determined that it has the objective of providing these services to its residents; and

WHEREAS, the County has been awarded \$71,368,970.00 in funds by the U.S. Department of the Treasury ("Treasury") which were expected to be distributed to the County from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 (the date ARPA became law) until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, Subrecipient has requested that the County use SLFRF for the "MERCER COUNTY COMMUNITY INVESTMENT INITIATIVE (MCCII): Hopewell" Project (hereinafter "Project"); and

WHEREAS, the County desires to disburse funds to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached

hereto; and

WHEREAS, Subrecipient has represented to the County that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, and in consideration of funding in an amount not to exceed Sixty thousand dollars (\$60,000.00) to be paid to the Subrecipient by County as herein below set forth, the Parties hereto do mutually agree as follows:

1.0. SCOPE OF SERVICES AND RESPONSIBILITIES OF SUBRECIPIENT

1.1 Subrecipient agrees to administer the Project, and satisfactorily perform and complete the scope of work item, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the task described in the Scope of Services attached hereto as **Exhibit A** and incorporated herein by reference, in full compliance with all provisions of this Agreement. Any amendments to the Scope of Services and line-item budget must be approved by the County in writing prior to the implementation of the changes. The general program description and program goals/objectives include:

Hopewell Township is partnering with the Borough of Hopewell and the Borough of Pennington to build a Senior/Community Center in Hopewell Township. The center not only intends to address the issue of adequate space for the programs, but the building program developed to date accounts for increased participation and expansion recognizing the increased senior population. Total cost of the project is expected to be \$30M and shall be funded through a bond ordinance. The Senior/Community Center will provide space for exercise classes, health exams, recreational activities, swimming, and providing meals for seniors.

The \$60,000 grant described in this Agreement shall be used for design and planning of the proposed Senior/Community Center only.

Implementation of the Project will be completed by the Subrecipient and will be overseen by GrantWorks Inc. GrantWorks was procured to provide ARPA Program Management services for Mercer County per Resolution 202-561.

Subrecipient monitoring will be required and completed via the Reporting Portal utilized by Mercer County and maintained and monitored by their ARPA Program Management consultant, GrantWorks.

1.2 Performance-Based/Measurable Accomplishments: The Subrecipient agrees to provide, within the GrantWorks Reporting Portal (the "Portal"), a monthly update report. The format of the report is within the Portal and an example of the reporting template is provided within the Portal – to which Subrecipient has access. While every effort has been made to document all reporting data points needed, Mercer County may choose to require additional data points as needed.

1.3 The County will monitor the performance of the Subrecipient against the performance standards, principal tasks and budget stated herein. Substandard performance as determined by the County will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, contract suspension or termination procedures will be initiated, at the sole discretion of the County.

1.4 Subrecipient warrants and represents that it:

1.4.1 Has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder;

1.4.2 That it is fully aware of and understands its duty to perform all functions and services in

accordance with the regulatory requirements of 31 CFR Part 35 Compliance Provisions and 200 CFR Part 200 contracting requirements identified in Exhibit B attached hereto.

1.5 General Administration: The Subrecipient will provide all administrative staffing, facilities, equipment, and services necessary to complete the Project as described herein in accordance with all applicable local, state, and federal requirements.

1.6 Program Policies/Guidelines: The Subrecipient shall provide the Policies, Procedures and Guidelines necessary as part of ARPA Subrecipient monitoring to the County within sixty (60) days of the Effective Date of this Agreement via the Reporting Portal. Requested documents include the following listed items:

- 1.6.1 Subrecipient's ARPA Project Procurement Policy & Procedures
- 1.6.2 Subrecipient's ARPA Project Personally Identifiable Information (PII) Policy
- 1.6.3 Subrecipient's ARPA Project Documentation Retention Policy
- 1.6.4 Subrecipient's ARPA Project Income Reporting Procedures
- 1.6.5 Subrecipient's ARPA Project Financial Management System/Plan
- 1.6.6 Subrecipient's ARPA Project Cash Management Plan
- 1.6.7 Subrecipient's Conflict of Interest Policy
- 1.6.8 Subrecipient's Anti-Fraud Waste & Abuse Policy
- 1.6.9 Subrecipient's EEO and Title VI Policy/Plan
- 1.6.10 Substantially Complete Bid Packet for Project

1.7 Guidance Documents: Subrecipient shall abide by all guidance documents applicable to the ARPA Program, including, without limitation:

- 1.7.1 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- 1.7.2 The Federal Register
- 1.7.3 The U.S. Department of the Treasury publications and other guidance documents, including the ARPA Terms & Conditions.

2.0 TERM OF PROJECT AND AGREEMENT AND GOVERNING LAW AND VENUE

2.1 The term of this Agreement is effective on June 12, 2023 and shall continue until September 30, 2025, unless sooner terminated as herein provided, or the Project has been fully completed and closed out, or unless the project has been extended via Amendment, but in no circumstance later than September 31, 2026. The county is not liable to Subrecipient for any costs incurred prior to the beginning date of this Agreement or after the expiration or termination of this Agreement. Subrecipient understands that they need to have funds obligated and project started prior to September 30, 2024.

2.2 In the event the U.S. Department of the Treasury eliminates funding under this Agreement, the County may terminate this Agreement by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Agreement.

2.3 This Agreement and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of New Jersey and the laws, rules and regulations of Mercer County, New Jersey. Venue of any claims brought under this Agreement shall be in a court of competent jurisdiction Mercer County, New Jersey.

3.0 RESPONSIBILITIES OF THE COUNTY

3.1 The County shall designate a representative of the County who will be authorized to make all necessary decisions required of the County on behalf of the County in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the County Administrator shall be deemed as County's authorized representative.

3.2 The County shall extend reasonable program/project management assistance in the form of templates, guidance, online reporting Portal and other monitoring services provided by GrantWorks, Inc. GrantWorks was procured to provide ARPA Program Management services for Mercer County per Resolution 202-561.

4.0 SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

4.1 Maximum Compensation: For the term of this Agreement, County shall pay to Subrecipient a total amount not to exceed **\$60,000.00**, a total amount which shall constitute full and complete compensation for the Subrecipient's services under this Agreement. Funds are to be utilized for the completion of the project activities in accordance with the budget attached hereto in **Exhibit A**. Drawdowns for the payment of eligible expenses shall be made against the line items budgets herein and in accordance with performance.

4.2 Payments may be contingent upon certification of the achievement of performance-based measurable accomplishments as detailed below and as reported in accordance with Section 7 of this Agreement.

4.3 Method of Payment: Funds will be provided in four (4) installments (25% each) as long as Monthly Reporting is completed by the Subrecipient within the Reporting Portal, until all funds are expended, and as depicted in **Exhibit A**. Generally, funds for expenses determined by County as eligible for reimbursement will be provided to Subrecipient within thirty (30) days of the receipt and approval by County of Subrecipient's supporting documentation. **The final request for reimbursement must be received by County no later than September 30, 2025.**

4.3.1 Only those costs which are allowable under the terms of this Agreement and the budget shall be reimbursed. The County shall withhold reimbursement to the Subrecipient for failure to perform the services described in this Agreement and for failure to meet any other requirements of this Agreement. Payment will be withheld until such time as the Subrecipient is in full compliance with all the terms of this Agreement.

4.3.2 Recapture of Funds: Subrecipient shall carry out the activities under this Agreement in a manner that complies with the terms and conditions of the Agreement and all applicable laws. The County may recapture and be reimbursed by Subrecipient for any payments made by the County that (1) that are not allowed under applicable laws, rules, and regulations, or (2) that are otherwise inconsistent with this Agreement, including any unapproved expenditures.

4.4 This Agreement and the payments to be made hereunder are contingent upon receipt by County of U.S. Department of Treasury American Rescue Plan Act (ARPA) funds and the County Board funding approval. Should funds be discontinued or not approved, this Agreement will be revised or terminated as necessary in the sole discretion of the County. Upon the expiration or termination of this Agreement, any unexpended funds in possession of Subrecipient shall be returned to County within forty-five (45) days of the date of the expiration or termination.

4.4.1 The County will pay to Subrecipient an amount up to that specified in Section 3.1 as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment:

- 4.4.1.1 That Subrecipient has expended funds for eligible approved expenditures;
- 4.4.1.2 That Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation;
- 4.4.1.3 That Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by County; and
- 4.4.1.4 That Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in **Exhibit B** and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations. Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

5.0 **TERMINATION OR SUSPENSION OF AGREEMENT**

5.1 **For Cause:** This Agreement may be terminated by County for cause, including any nonperformance by the Subrecipient; failure of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement; or violation of any of the covenants, agreements, or stipulations of the Agreement, upon thirty (30) days written notice to Subrecipient including a statement of the reasons therefore. The determination of the County as to the cause of termination and the appropriateness thereof shall be final and binding upon both County and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

5.1.1 In such event, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by the Subrecipient under this Agreement shall, at the option of the County, become its property, and the Subrecipient shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

5.1.2 Notwithstanding the above, the Subrecipient shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of this Agreement by the Subrecipient, and the County may withhold any payments to the Subrecipient for the purposes of set-off until such time as the exact amount of damages due the County from the Subrecipient is determined.

5.1.3 If this Agreement is terminated for any of the reasons referenced in Section 5 hereinabove, excluding funding discontinuance or disapproval, Subrecipient shall have the right to attempt to cure its failure during the thirty (30) day period prior to termination to the satisfaction of the County at the County's sole discretion.

5.2 **For Convenience of the County:** The County may terminate this Agreement at any time by giving at least thirty (30) days notice in writing to the Subrecipient. If the Subrecipient is terminated by the County as provided herein, the Subrecipient will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Subrecipient covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of the Subrecipient, Section 5.1 hereof relative to termination shall apply.

5.3 **Post Expiration and Termination Procedures:** Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the County and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and

assign such funds to the County. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the County, become County's property.

6.0 ADMINISTRATIVE AND COMPLIANCE REQUIREMENTS

6.1 Subrecipient hereby agrees and acknowledges that as a condition to receiving ARPA funding, it will adhere to and comply with the terms and conditions contained in **Exhibit B** of this Agreement, as may be amended by the U.S. Department of the Treasury.

6.2 Program Income (PI): There is no anticipated PI for this project.

6.3 Financial Management: It is understood by the Subrecipient that the funds provided are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. The Subrecipient must establish and use a set of written accounting policies which meet the minimum standards established by the County for contract accounting, including utilizing adequate internal controls and maintaining necessary source documentation for all costs incurred.

6.4 Audit Requirements: Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

6.4.1 Subrecipients which expend \$750,000 or more during the non-Federal entity's fiscal year in Federal funds must have a single or program-specific audit conducted for that year in accordance with the provisions of 2 CFR 200.500, Audit Requirements. The audit shall be made by an independent auditor in accordance with generally accepted government auditing standards covering financial and compliance audits on funds provided under this Agreement. Subrecipient shall provide County with copy of this audit within ninety (90) days of the ending of their fiscal year(s) covered by this Agreement. For-profit subrecipients are not subject to 2 CFR 200.500.

6.4.2 Subrecipients expending less than \$750,000 in Federal funds per year shall submit to County a copy of the Subrecipient's annual financial statement within ninety (90) days of the close of Subrecipient's fiscal year, or in the event that an audit has been performed, Subrecipient shall provide a copy of the audit.

6.5 Documentation and Record-Keeping: The Subrecipient shall maintain all records sufficient to evidence compliance with Section 603(c) of the Act, including Treasury's regulations implementing that section and guidance issued by Treasury, and that are pertinent to the activities to be funded under this Agreement. Such records shall be maintained for a period of five (5) years after the receipt of final payment under this Agreement, the termination of all activities funded under this Agreement, or after the resolution of all Federal audit findings, whichever occurs later. Such records shall include, but not be limited to:

- 6.5.1 Records providing a full description of each activity undertaken;
- 6.5.2 Records demonstrating that each activity undertaken meets ARPA eligibility criteria;
- 6.5.3 Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with ARPA assistance;
- 6.5.4 Records documenting compliance with the fair housing and equal opportunity components of the ARPA Program; and
- 6.5.5 Other records necessary to document compliance with the ARPA.

6.6 Access to Records: At any time during normal business hours and as often as the County, the Department of the Treasury, and/or the Treasury Office of the Inspector General, and the Government

Accountability Office, or their authorized representatives, there shall be made available for examination, all of the Subrecipient's records with respect to all matters covered by this Agreement and the Subrecipient shall permit such parties to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

6.7 Information on File: Subrecipient must have on file with the County or provide access to current copies of:

- 6.7.1 Listing of the current governing board members (including name, address, occupation, position on board, and tenure);
- 6.7.2 Current organizational chart showing management and staffing structure.
- 6.7.3 Subrecipient's written personnel (including staff and volunteers) policies;
- 6.7.4 Work plan or administrative/program guidelines based on the description of the Program and Activities in Section I of this contract and which specifies:
 - 6.7.4.1 The major tasks or activities to be performed under this contract.
 - 6.7.4.2 Eligibility requirements for participation.
 - 6.7.4.3 How activities or tasks will be performed.
 - 6.7.4.4 The measurable objectives for each task; and
 - 6.7.4.5 The time frame within which the tasks will be accomplished.

6.8 Procurement: Subrecipient shall comply with all current County, State, and Federal policy concerning the purchase of equipment and shall maintain an inventory record of all non-expendable personal property as defined by such policies as may be procured with funds provided herein. The Subrecipient shall procure materials in accordance with the requirements of 2 CFR Part 200, and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving federal funds via the Federal General Services Administration's System for Award Management (SAM) at <https://www.sam.gov>.

6.9 Inventory: All purchases of Equipment shall follow be made in accordance with all applicable laws, regulations, and rules, including those listed in **Exhibit B**. Subrecipient shall subsequently follow 2 CFR 200.313 Equipment, covering utilization and disposal of property. Subrecipient shall retain title to and possession of any Equipment unless and until transferred to the County or disposed of in accordance with federal regulations. Subrecipient shall furnish, with its final request for reimbursement, a list of all Equipment purchased with ARPA funds under this Agreement, including the name of manufacturer, the model number, and the serial number, if applicable.

6.10 Property Records: Subrecipient shall maintain real property inventory records which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria and shall conform with restrictions specified in 2 CFR 200.311 Real Property.

6.11 Close-Outs: Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to, making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and receivable accounts to the County), and determining the custodianship of records.

6.12 Travel: No Travel is anticipated under this agreement. Travel is not an expense to be covered with these funds. The County will not pay, or reimburse any costs, for travel expenses.

7.0. PERFORMANCE MONITORING AND REPORTING REQUIREMENTS

7.1 The County, or its representative, shall have the right to monitor Subrecipient's services, including on-site and desk reviews of financial and program compliance, on a regular basis to assure contract compliance. Results of the monitoring efforts shall be summarized by County in written reports to the Subrecipient. The Subrecipient must provide documented evidence of follow-up actions taken to correct any areas of Subrecipient's noncompliance. The Subrecipient shall provide assistance and information needed by County staff in order for the County to accomplish effective monitoring and evaluation of Subrecipient's performance under this Agreement. It is also understood that reviews by other officials may be required on dates to be arranged.

7.2 Subrecipient shall submit a Monthly Reporting update via the Reporting Portal. The format of such reports shall, at a minimum, consist of completion of a narrative summary of activities with information on expected completion date. This report shall include information as described in the Exhibits and are due on the 10th of each Month.

7.3 Board Participation: The Subrecipient must document, and allow access for County review, that its governing board is constituted in compliance with approved by-laws and that it actively fulfills its responsibilities for policy direction, including regularly scheduled meetings for which minutes are kept.

8.0. PERSONNEL AND PARTICIPANT CONDITIONS

8.1 Independent Contractor: Neither the Subrecipient nor its employees are considered to be employees of the County for any purpose whatsoever. The Subrecipient is considered to be an independent contractor at all times in the performance of the scope of services described herein.

8.1.1 The Subrecipient further agrees that neither it nor its employees are entitled to any benefits from the County under the provisions of the Worker's Compensation Act of the State of New Jersey or to any of the benefits granted to employees of the County under the provisions of the Personnel Policies as now enacted or hereafter amended.

8.1.2 The Subrecipient certifies that it will establish, publish and post a statement of its policies and requirements on maintaining a drug free workplace which complies with the "Drug Free Workplace Act" (31 CFR, Part 20) and shall require all providers of services under this Agreement to comply with Drug Free Workplace requirements of the above noted Act.

8.2 Personnel: The Subrecipient represents that it has, or will secure at its own expense, all personnel required in performing all of the services required under this Agreement. Such personnel shall not be employees of or have any contractual relationships with the County.

8.2.1 All the services required hereunder will be performed by the Subrecipient or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

8.2.2 None of the work or the services covered by this Agreement shall be subcontracted without prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

8.2.3 The Subrecipient shall have in its possession a documented set of personnel policies and procedures, including fringe benefits, if any, available to the Subrecipient's employees and which has been formally adopted by its governing board. Such a document shall be made available for inspection and determination by the County as to its acceptability.

8.2.4 Prohibited Activity: Subrecipient is prohibited from using funds provided herein or personnel

employed in the administration of the program for political activities, sectarian, or religious activities, lobbying, political patronage, and nepotism activities.

8.3 Compliance with Civil Rights Laws and Executive Orders:

- 8.3.1 The Subrecipient will comply with the provisions of, and act in accordance with, all federal laws, rules and regulations, and Executive Orders related to equal employment opportunity, affirmative action, equal access to programs and services, and the enforcement of Civil Rights, including, but not limited to those statutes and regulations contained in **Exhibit B**, the U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions.
- 8.3.2 The Subrecipient will ensure and maintain a working environment free of sexual harassment and other unlawful forms of harassment, intimidation, and coercion in all facilities at which the Subrecipient's employees are assigned to work.
- 8.3.3 The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- 8.3.4 The Subrecipient will in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration of employment without regard to race, color, religion, national origin, sex, familial status, or disability – as provided below.

The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

8.4 Debarment, Suspension, Ineligibility and Exclusion Compliance:

- 8.4.1 The Subrecipient certifies that it has not been debarred, suspended or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.
- 8.4.2 The Subrecipient agrees that should any notice of debarment, suspension, ineligibility or exclusion be received by the Subrecipient, the Subrecipient will notify the County immediately.
- 8.4.3 The Subrecipient agrees to not procure or subcontract with any agency, organization, or Contractor that has been debarred, suspended, or otherwise found ineligible to receive funds by an agency of the executive branch of the federal government.

8.5 Conflict of Interest: Subrecipient agrees to abide by the provisions of 2 CFR 200.318(c) and 2 CFR 200.112, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this contract, including the procurement of supplies and equipment, and construction and services by contractors.

8.5.1 The Subrecipient shall incorporate, or cause to be incorporated in all such subsequent agreements or sub-agreements, a provision prohibiting such interest pursuant to the purposes of this section.

8.5.2 The County and the Subrecipient state to the best of their knowledge and as demonstrated upon execution of this Agreement, no member of the County Court and no other officer, employee, or agent of County who exercises any function or responsibility in connection with the carrying out of the Program or the funds to which this Agreement pertains, has any personal interest, direct or indirect, in this Agreement.

8.6 Affirmative Action:

8.6.1 Subrecipient agrees that it shall be committed to Affirmative Action principles and take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible in accordance to standards referenced in 2 CFR Part 200.321.

8.6.2 Collective Bargaining: Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

8.6.3 EEO/AA Statement: Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

9.0 GENERAL CONDITIONS

9.1 Indemnification and Release: SUBRECIPIENT AGREES TO INDEMNIFY AND HOLD HARMLESS THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL LOSS, COSTS, OR DAMAGE OF ANY KIND, NATURE, OR DESCRIPTION THAT MAY ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCLUDING CLAIM OR CAUSE OF ACTION THAT RESULTS FROM THE SOLE NEGLIGENCE OF THE COUNTY OR ANY OF ITS OFFICERS, AGENTS, OR EMPLOYEES.

SUBRECIPIENT ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED AND SERVICES TO BE PROVIDED HEREUNDER, AND HEREBY RELEASES, RELINQUISHES AND DISCHARGES THE COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO, INCLUDING DEATH OF, ANY PERSON (WHETHER EMPLOYEES OR AGENTS OF EITHER OF THE PARTIES HERETO OR THIRD PERSONS) AND ANY LOSS OF OR DAMAGE TO PROPERTY (WHETHER THE PROPERTY IS THAT OF EITHER OF THE PARTIES HERETO OR OF THIRD PARTIES) THAT IS CAUSED BY OR ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE SUBRECIPIENT'S WORK OR SERVICES PROVIDED HEREUNDER WHETHER OR NOT SAID CLAIMS, DEMANDS, OR CAUSES OF ACTIONS ARE COVERED IN WHOLE OR PART BY INSURANCE, EXCLUDING CLAIMS, DAMAGES OR CAUSES OF ACTION ARISING FROM THE COUNTY'S SOLE NEGLIGENCE.

9.2 County shall provide technical assistance to Subrecipient as requested and as mutually agreed upon in the performance of Subrecipient's duties under this Agreement.

9.3 County Recognition: The Subrecipient shall insure recognition of the role of the County in providing

services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to the funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement as follows:

"This project is supported, in whole or in part, by federal award number SLFRP4580 awarded to County of Mercer by the U.S. Department of the Treasury."

9.4 **Notifications:** Any notice hand-delivered or sent by mail (with a return receipt which indicates delivery) to the addresses below shall be deemed received for any purposes arising out of the execution of this contract, regardless of whether personally received by the Subrecipient.

<u>For the County, notices may be sent to:</u>	<u>For the Subrecipient, notices may be sent to:</u>
Name: Terry West	Name: George Snyder
Title	Title Township Administrator/Director of Public Works
Client Name: County of Mercer	Entity Name: Hopewell Township
Address 1: 640 S. Broad St.	Address 1: 201 Washington Crossing Pennington Road.
Address 2: Trenton, NJ 08611	Address 2: Titusville, New Jersey 08560
Phone/Email: twest@mercercounty.org	Phone/Email: gsnyder@hopewelltpw.org, (609) 537-0277

9.5 **Lobbying:** The Subrecipient understands that utilization of any federally appropriated funds provided the Subrecipient by the County pursuant hereto to influence or attempt to influence any member or employee of the Executive or Legislative branches of the federal government with respect to a covered federal action is prohibited. The Subrecipient further agrees that it shall comply with the certification and disclosure requirements of the applicable regulations.

9.6 **Publication, Reproduction and Use of Materials:** If this Agreement results in a book or other copyrightable material, the author is free to copyright the work, but the County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all copyrighted material which can be copyrighted.

9.7 **Identification of Documents:** All reports, maps, and other documents completed as a part of this contract, other than documents exclusively for internal use within the County, shall contain the following information on the front cover or title page (or in the case of maps, in an appropriate block): County of Mercer, [Month] 2023; Funded by the American Rescue Plan Act (ARPA); Hopewell Township; Subrecipient Project Name - MERCER COUNTY COMMUNITY INVESTMENT INITIATIVE (MCCII); Hopewell.

9.8 **Compliance with Laws:** In performing the services required hereunder, the Subrecipient shall comply with all applicable laws, ordinances, and codes of the federal, state and local governments, including environmental protection regulations. Failure to comply with the Administrative Requirements shall constitute grounds for termination of this Agreement.

9.9 **Insurance and Bonding:** The Subrecipient shall carry sufficient insurance to protect contract assets from loss due to theft, fraud, and/or undue physical damage. The County shall be named as an additional insured on all contracts and/or agreements entered into by the Subrecipient and its contractors and professionals concerning the design and planning of the Project.

9.10 **Assignability:** The Subrecipient shall not assign any interest in this Agreement and shall not transfer any interest in the same (whether by assignment or notation), without the prior written consent of the County thereto.

9.11 Construction and Severability: If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

9.12 Enforcement: The Subrecipient agrees to pay to the County all costs and expenses including reasonable attorney's fees incurred by the County in exercising any of its rights or remedies in connection with the enforcement of this Agreement.

9.13 Entire Agreement: This Agreement contains the entire agreement of the parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

9.14 Amendments: County or Subrecipient may amend this Agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing and signed by a duly authorized representative of both organizations. Such amendments shall not invalidate this Agreement, nor relieve or release County or Subrecipient from its obligations under this Agreement.

County may, in its discretion, amend this Agreement to conform with federal, state, or local governmental guidelines, policies, and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both County and Subrecipient.

9.15 Applicable Law: This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey and the laws, rules and regulations of County of Mercer, New Jersey.

9.16 Approval Required: The parties hereto state that they are appropriately empowered by their respective Board/Court to sign this Agreement. This Agreement shall not become effective or binding until approved by the County.

ARPA FUNDING FOR THIS SUBRECIPIENT AGREEMENT APPROVED BY MERCER COUNTY COMMISSIONER BOARD ON: 

IN WITNESS, WHEREOF, the Subrecipient and the County have executed this Agreement as of the date first above written and under the laws of the State of New Jersey.

ATTEST:

County of Mercer, New Jersey

BY: _____

BY: _____

Jerlene H. Worthy, Clerk
Board of County Commissioners

Brian M. Hughes
County Executive

Date: _____

Date: _____

Subrecipient:

NAME: _____

Michael Ruger, Mayor

Hopewell Township

ATTEST:

By: _____

Name _____

Title _____

Date: _____

By: _____

Name _____

Title _____

Date: _____