

CITY OF VINELAND, NJ

RESOLUTION NO. 2025-80

RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BY AND BETWEEN THE CUMBERLAND COUNTY PROSECUTOR'S OFFICE AND THE CITY OF VINELAND FOR THE ACQUISITION OF AUTOMATED LICENSE PLATE READERS.

WHEREAS, the County of Cumberland, through the Cumberland County Prosecutor's Office applied for and obtained funding for Automated License Plate Readers (ALPR) Initiative Program on behalf of all law enforcement agencies located under its jurisdiction including Vineland, Millville, and Bridgeton Police Departments, among other law enforcement agencies in the County, to obtain funding through the State of New Jersey Department of Law and Public Safety to acquire, implement, expand or upgrade ALPR technology, including storage costs, installation and training for implementation in communities they serve; and

WHEREAS, it is proven that the ALPR's are an effective tool to law enforcement in criminal investigation and prosecution of crime; and

WHEREAS, the Cumberland County Prosecutor's Office has approved the amount of \$80,950.00 to reimburse the City of Vineland for the acquisition, implementation, expansion and or upgrade ALPR technology, including installation, training and storage costs and the Cumberland County Board of Commissioners has adopted Resolution 2023-596 as amended by Resolution 2024-462, authorizing the execution of a Shared Services Agreement with Vineland, Millville and Bridgeton to acquire, implement expand and/or upgrade, ALPR technology, including installation, training and storage costs; and

WHEREAS, the Director of Public Safety and Acting Chief have recommended the execution of the Shared Services Agreement in the form and substance as attached hereto.

NOW THEREFORE BE IT RESOLVED by the Council of the City of Vineland that the Mayor and Clerk are authorized to execute a Shared Services Agreement by and between the Cumberland County Prosecutor's Office and the City of Vineland to reimburse the City for the acquisition, implementation, expansion and/or upgrade ALPR technology, including installation, training and storage costs in the form and substance as attached hereto and made a part hereof.

Adopted: February 11, 2025

\_\_\_\_\_  
President of Council pfs

ATTEST:

\_\_\_\_\_  
City Clerk kp

**SHARED SERVICES AGREEMENT**

BETWEEN

THE CUMBERLAND COUNTY PROSECUTOR'S OFFICE

AND

THE CITY OF VINELAND ON BEHALF OF THE CITY OF VINELAND POLICE  
DEPARTMENT

**THIS AGREEMENT** made as of the \_\_\_\_day of \_\_\_\_\_, 2023 **BY AND AMONG**  
the following entities collectively referred to hereinafter as the "Parties":

**CUMBERLAND COUNTY PROSECUTOR'S OFFICE**

having offices at 115 Vine Street, Bridgeton, New Jersey 08302 (hereinafter referred to in this Agreement as "Prosecutor"); **AND**

**THE CITY OF VINELAND**

whose address is 640 East Wood Street, Vineland, NJ 08360, on behalf of the Vineland Police Department (hereinafter referred to in this Agreement as the "Department"); **AND**

**WITNESSETH THAT:**

**WHEREAS**, the County of Cumberland, through its County Prosecutor's Office, applied for and obtained funding of \$402,039 from the New Jersey Department of Law and Public Safety, Office of the Attorney General, Passed through from the U.S. Department of the Treasury, for the FY21 ARP Automated License Plate Reader Initiative program, identified as Subaward #ALPR-10-21 on behalf of all law enforcement agencies located under its jurisdiction; Vineland, Millville, Bridgeton Police Departments, the County Prosecutor's Office and the County Sheriff's Office; and

**WHEREAS**, said funding from the State of New Jersey Department of Law and Public

Safety Automated License Plate Reader (ALPR) Initiative is to provide grant funding to law enforcement agencies to acquire, implement, expand, or upgrade ALPR technology, including installation, training and storage costs, for implementation in the communities they serve; and

**WHEREAS**, automated license plate readers have proven to be an effective tool to law enforcement in efficient criminal investigation and prosecution of crime; and

**WHEREAS**, the Cumberland County Prosecutor's Office is desirous of providing funding to the City of Vineland Police Department for purposes of acquiring, implementing, expanding, or upgrading ALPR technology; and

**WHEREAS**, the Uniform Shared Services and consolidation Act (N.J.S.A. 40A:65-1 et seq.), provides that local units of government may enter into a contract for the joint provision of any service which either party to said agreement is empowered to render or perform within its own jurisdiction.

**NOW, THEREFORE**, in consideration of the terms and conditions hereinafter set forth, the parties agree as follows:

1. The Parties shall comply with the Federal Regulations described in Exhibit "A" Schedule of Assurances and the State Conditions described Exhibit "B" attached hereto and incorporated herein.

2. The Cumberland County Prosecutor's Office shall appropriate the below amount to reimburse The City of Vineland for procuring and implementing Automatic License Plate Readers by directly contracting with a qualified Vendor through a separate procurement process in accordance with N.J.S.A. 40A:11-1 et seq. and any other laws and regulations that may be applicable to the City:

THE CITY OF VINELAND is allotted the amount of EIGHTY THOUSAND NINE

HUNDRED FIFTY AND 00/100 (**\$80,950.00**) DOLLARS for the purchase of ALPRs.

Documentation for the same and evidence of expenditure shall be provided to the Cumberland County Prosecutor's Office in order to receive reimbursement, as well as completed Quarterly Performance Reports.

3. Requirements of the Department:

The Department is not pre-approved to move forward with purchasing any ALPR equipment, software or technology, until their intended vendor has completed the APIs (LPR search or BOLO List/POI) according to OAG Directive 2022-12. Vendors are required to complete the LPR Search API and connection to wherever ALPR data resides by September 15, 2023. Further, after the LPR Search API is complete, the BOLO List/POI API must be tested and completed by October 30, 2023. The Department should reach out to their intended vendor and inquire about their ability to meet these deadlines. When a vendor reaches compliance on the LPR Search API and/or the BOLO List/POI API, the Department's ALPR Coordinator will be notified. When a vendor completes both APIs successfully, the Department's ALPR Coordinator and OAG Division of Administration will be notified. Only then will OAG release funds and Departments can purchase ALPR equipment, software or technology.

The Department further agrees to:

- a. Update Department ALPR Policy to Ensure Department's Enforcement and Investigative Goals align with ALPR Policy
- b. Share with and allow CCPO to Review their ALPR Policy
- c. Create Department and Share with CCPO ALPR Systems' Goals
- d. Share with and allow CCPO to Review their Enforcement and Investigative

Goals

- e. Train Officers on updated ALPR Policy; Goals; and Technology Utilization
- f. Collect Data on Required Grant Performance Measures

4. The term of this Agreement shall be September 1, 2023, through November 30, 2024.

5. At all times during the term of this Shared Services Agreement, both Parties shall maintain or cause to be maintained with responsible insurers (including the Joint Insurance Fund) who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, all-risk and comprehensive general liability insurance covering and insuring against losses or damages to third parties due to defective or negligent performance of work under this Agreement, and if applicable, Worker's Compensation Insurance coverage.

Each of the Parties, upon the request of the other, shall provide a Certificate of Coverage evidencing that appropriate insurance coverage on behalf of the other is in full force and effect.

6. All parties agree to abide by the regulations of P.L. 1975, Chapter 127, Affirmative Action as described in Exhibit "C" attached hereto and made a part hereof.

7. This agreement may be amended upon the written agreement of both parties. This agreement represents the entire agreement between the Parties.

8. The amount set forth in Paragraph 1a. shall be disbursed to the Law Enforcement Department identified.

**INDEMNIFICATION**

1. Each Party shall indemnify and shall hold the other, the members of its governing body and its officers, agents and employees harmless and defend against any and all liability,

losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon alleged defective work or dangerous conditions arising from or related to the actions of the other Party.

2. Each Party shall indemnify and shall hold the other, the members of its governing body and its officers, agents and employees harmless against any and all liability, losses, costs, damages, claims, judgments or expenses, which shall be incurred by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, arising out of or in any way related to the services performed by their employees or their independent contractor, except as limited by this agreement.

#### **REMEDIES**

1. In the event of any controversy or dispute between the parties every effort will be made to resolve the same through discussion and negotiations. Good faith attempts at resolution will be made and an exchange of information between the parties shall be made without the intervention of a third party. In the event that a dispute cannot be settled through direct discussions or negotiations, the parties agree to settle the dispute by mediation administered by the American Arbitration Association.

2. Any unresolved controversy or claim arising from or related to this contract shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its arbitration rules and a judgment on any award rendered by the arbitrator may be entered by any court having jurisdiction thereof.

#### **NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER**

In the event that any agreement which is contained in this Shared Services Agreement shall be breached by either party and thereafter such breach shall be waived by the other party, such

waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

### **NO PERSONAL LIABILITY**

No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of either of the Parties, in his or her individual capacity, and neither the officers, agents or employees of the Parties nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

### **MISCELLANEOUS**

1. Amendment. This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. Successors and Assigns. This Shared Services Agreement shall inure to the benefit of and shall be binding upon the Local Units and their respective successors and assigns.
3. Severability. In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. Counterparts. This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. Entire Agreement. This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings,

inducements, or conditions, express or implied, oral or written between the parties hereto.

6. Further Assurances and Corrective Instruments. Each Local Unit shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.

7. Headings. The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.

8. Non-Waiver. It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.

9. Governing Law. The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.

In accordance with N.J.S.A. 40A:65-1, *et seq.* this Agreement shall be filed with the Division of Local Government Services.

IN WITNESS WHEREOF and in consideration of the terms and conditions of this agreement, the parties hereunto set their hands and seals, intended to be legally bound.

ATTEST: **CUMBERLAND COUNTY PROSECUTOR'S OFFICE**

\_\_\_\_\_ By \_\_\_\_\_  
Jennifer Webb-McRae, Prosecutor

ATTEST: **CITY OF VINELAND**

\_\_\_\_\_ By \_\_\_\_\_



EXHIBIT A  
SCHEDULE OF ASSURANCES

THE STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
OFFICE OF THE ATTORNEY GENERAL  
DIVISION OF CRIMINAL JUSTICE

FY21 ARP CSFRF AUTOMATED LICENSE PLATE READER INITIATIVE

Subrecipient: County of Cumberland

Project Title: Operation Snap and Catch

Subaward Number: \_\_\_\_\_

Project Duration: 12/1/2022-11/30/2024

SCHEDULE OF ASSURANCES

A. Federal regulations applicable include, without limitation, the following:

1. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as U.S. Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by U.S. Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award. See <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds/recipient-compliance-and-reporting-responsibilities>
2. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
3. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
4. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and U.S. Treasury's implementing regulation at 31 C.F.R. Part 19.
5. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

6. Government-wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
7. New Restrictions on Lobbying, 31 C.F.R. Part 21.
8. Executive Order 13985 On Advancing Racial Equity and Support for Underserved Communities Through the Federal Government (January 20, 2021).
9. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
10. Generally applicable federal environmental laws and regulations.

**B. Statutes and regulations prohibiting discrimination applicable include, without limitation, the following:**

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and U.S. Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance. The following language must be included in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees and assignees:

The sub-grantee, contractor, subcontractor, successor, transferee, and assignees 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 U.S. 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 U.S. Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and U.S. Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

**C. Federal Labor Standards**

1. The Davis-Bacon Act, as amended (40 U.S.C. §3141 et seq.). The Davis-Bacon Act does not apply to construction contracts at or below \$2,000 (arbitrarily separating a project into contracts below \$2,000 is not permitted), and the prevailing wage rate provisions of the Act do not apply to rehabilitation or construction of residential property containing less than eight units;
2. The Contract Work Hours and Safety Standards Act (40 U.S.C. §3701 et seq.), requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts of \$100,000 or greater be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty in a work-week;
3. The Federal Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring that covered nonexempt employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed work-week;
4. The Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented in Department of Labor regulations (29 CFR 3), which requires payment of wages once a week and allows only permissible payroll deductions.

**D. Other State and federal laws applicable include, but are not limited to, the following:**

1. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
2. State of New Jersey Executive Order No. 215 (Kean 1989), requiring environmental assessments or environmental impact statements to the extent applicable for major construction projects.
3. (a) In accordance with 41 U.S.C. § 4712, the subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.  
  
(b) The list of persons and entities referenced in the paragraph above includes the following:
  - a. A member of Congress or a representative of a committee of Congress;
  - b. An Inspector General;

- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the U.S. Department of Justice or other law enforcement agency;
- f. A court or grand jury; or
- g. A management official or other employee of DCA, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

(c) The subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

#### 4. Contracting with Small, Minority-owned, Women-owned and Veteran-owned Businesses, and Labor Surplus Area Firms.

(a) The subrecipient shall take all necessary affirmative steps to ensure contracting opportunities are provided to small, minority-owned, woman-owned, and veteran-owned businesses, and labor surplus area firms. As used in this contract, the terms "minority-owned business," "women-owned business," and "veteran-owned business" means a business that is at least fifty-one percent (51%) owned and controlled by minority group members, women or veterans. For purposes of this definition, "minority group members" are African-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and Native Americans. The subrecipient may rely on written representations by businesses regarding their status as minority, women and veteran businesses in lieu of an independent investigation.

(b) Affirmative steps shall include:

- a. Placing qualified small and minority-, veteran- and women-owned businesses on solicitation lists;
- b. Ensuring that small and minority-, veteran- and women-owned businesses are solicited whenever they are potential sources for goods and/or services required in furtherance of the Agreement;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority-, veteran- and women-owned businesses;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority-, veteran- and women-owned businesses;
- e. Using the service and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subparagraphs (a) through (e) of this section.

#### E. Increasing Seat Belt Use in the United States.

1. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the subrecipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**F. Reducing Text Messaging When Driving**

1. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the subrecipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and the subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

**G. Personally Identifiable Information**

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

**H. Conflicts of Interest.**

1. The subrecipient must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded with CSFRF Funds.
2. The subrecipient and any grantees or subrecipients must disclose in writing to U.S. Treasury or DCA, as appropriate, any potential conflict of interest affecting the CSFRF Funds in accordance with 2 C.F.R. § 200.112.

**I. American Rescue Plan Act**

1. Sections 602 and 603 of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).
2. Implementing regulations adopted by U.S. Treasury pursuant to Section 602(f) of the Social Security Act, as added in Section 9901 of the American Rescue Plan Act (Pub. L. 117-2).

EXHIBIT B  
STATE CONDITIONS

**STATE OF NEW JERSEY  
DEPARTMENT OF LAW AND PUBLIC SAFETY  
OFFICE OF THE ATTORNEY GENERAL  
FY21 ARP AUTOMATED LICENSE PLATE READER INITIATIVE**

**STATE CONDITIONS**

1. **Compliance with State Laws and Regulations:** The Subrecipient agrees to comply with all requirements imposed by the New Jersey Department of Law and Public Safety (L&PS), Office of the Attorney General (OAG) concerning all federal, state, municipal laws, rules, regulations, policies, guidelines, directives, and requirements (including licenses, permits and background checks) that are generally applicable to the activities in which the Subrecipient is engaged in the performance of this grant. Failure to comply with these laws, rules, regulations, and State Department of Treasury, circulars letters (State Circular) will be grounds for termination of this subaward.
2. **Compliance with Program Guidelines:** The Subrecipient agrees that all allocations and use of funds under this grant will be in accordance with L&PS's FY21 Program Administration and Guidelines for the ARP Automated License Plate Reader Initiative Grant Program.
3. **Compliance with Grant Requirements:** Throughout the award lifecycle or even after an award has been closed, the State or the pass-through entity may discover potential or actual noncompliance with the grant agreement on the part of a recipient or subrecipient. This potential or actual noncompliance may be discovered through routine monitoring, audits, closeout, or reporting from various sources. In the case of any potential or actual noncompliance, the State may place special conditions on an award or may place a hold on funds until the matter is corrected, or additional information is provided. In the event the noncompliance is not able to be corrected by imposing additional conditions or the recipient or subrecipient refuses to correct the matter, the State disallow costs, recover funds, wholly or partly suspend or terminate the award, initiate suspension and debarment proceedings, withhold further grant awards, or take other remedies that may be legally available.
4. **Project Delays:** If a project is not operational within sixty (60) days of the original start date of the award period, the Subrecipient must report to OAG by letter the steps taken to initiate the project, the reasons for the delay, and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subrecipient must submit a second letter to OAG explaining the implementation delay. Upon receipt of the 90-day letter, OAG may cancel the project and request the federal agency approval to redistribute the funds to other project areas. Where extenuating circumstances warrant, OAG may also extend the implementation date of the project past



the 90-day period. When this occurs, the appropriate subaward files and records must so note the extension.

5. **Legal Authority for Application:** The Subrecipient assures that it possesses legal authority to apply for this subaward; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subrecipient assures that it has the institutional, managerial, and financial capability (including funds sufficient to pay any required non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application.
6. **Availability of Grant Funds:** The Subrecipient shall recognize and agree that both the initial provision of funding and the continuation of funding under this agreement are expressly dependent upon the availability of funds appropriated to L&PS by the State Legislature from state and/or federal revenue streams and other applicable funding sources. In addition, if the Attorney General deems another subrecipient's program a priority, it may affect your funding. A failure of L&PS to make any payment under this agreement or to observe and perform any condition on its part to be performed under the agreement as a result of the failure of the Legislature to appropriate funds shall not in any manner constitute a breach of the agreement by L&PS or an event of default under the agreement and L&PS shall not be held liable for any breach of the agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from L&PS beyond the duration of the award period set forth in the grant agreement. Additionally, the Subrecipient understands and agrees that, in the event funds from state or federal sources are not continued beyond the current federal grant end date by an approved extension at a level sufficient to maintain the costs of the Subaward, or in the event of a change in federal or state laws relevant to these costs, the obligations of the State of New Jersey shall be terminated immediately upon written notice to the Subrecipient. In no event shall the agreement be construed as a commitment by L&PS to expend funds beyond the termination date set forth in the grant agreement.
7. **Anti-Discrimination/Affirmative Action:** The Subrecipient assures that it will comply, and all of its contractors will comply, with the requirements of the state's anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27 (Equal Employment Opportunity and Affirmative Action Rules), applicable provisions of N.J.S.A. 10:5-1, et seq. (Law Against Discrimination), as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.
8. **Performance Period:** The Subrecipient agrees that the work will be performed within the subaward period.

9. **Timekeeping Systems:** Subrecipient must maintain a timekeeping system which provides, at a minimum, records for all personnel charged to the grant as follows: positions, employee's name, title/rank, date hired, annual salary, total daily hours worked, hourly overtime rate, daily overtime charged to the grant, and signature of the employee, supervisor and project director regarding time charged to the grant. If an employee works solely on subgrant activities, the Subrecipient's employee and supervisor will sign a certification every six months verifying salary and wage charges to the project.
10. **No State Employee Status:** The Subrecipient understands and agrees that non-State employees or other persons performing services in connection with a subaward shall not be considered employees of the State of New Jersey for any purpose, including but not limited to, defense and indemnification for liability claims, workers compensation or unemployment.
11. **Indemnification by Non-State Agencies:** The Subrecipient agrees that it shall be solely responsible for, and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subrecipient's services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subrecipient's services that results from any acts or omissions, including negligence or malpractice of any of its officers, directors, employees, agents, servants or independent contractors, or from the Subrecipient's failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Subrecipient. The Subrecipient's responsibility shall also include all legal fees and costs that may arise from these actions. The Subrecipient's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense, or damage resulting from acts occurring prior to termination.
12. **Release by State Agencies:** At its own expense, the Subrecipient shall be solely responsible for its defense against, and hereby releases L&PS from liability for, any and all suits, claims losses, demands, expenses, or damages of whatsoever kind or nature, arising out of or in connection with any act or omission of the Subrecipient and its employees, representatives, agents, independent contractors or invitees, related to this grant agreement.
13. **Financial Management:** The Subrecipient agrees to give L&PS and the U.S. Department of Treasury through any authorized representative, access to and the right to examine all paper and electronic records, books, papers, and documents related to the grant including pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit the Subrecipient's operations. L&PS reserves the right to have access to all work papers produced in connection with audits made by the Subrecipient or independent certified public accountants, registered municipal accountants, or licensed public accountants hired by the Subrecipient to perform such audits. The Subrecipient agrees to maintain an adequate financial management system in accordance with generally

accepted principles of accounting. The Subrecipient shall maintain accurate and current financial reports, accounting records, internal controls, budget controls, and cash management procedures for receiving, holding, and expending grant funds. The Subrecipient shall maintain an accurate and complete disclosure of financial results for each subgrant in the Detailed Cost Statements, create procedures to determine allowable costs, and provide source documentation for financial records.

L&PS reserves the right to conduct audits regarding funds granted to the Subrecipient. As a requirement for further involvement in the programs, the Subrecipient shall cooperate with any such audit and make available permanent records.

The Subrecipient agrees to monitor all subawards, if applicable, for performance and fiscal integrity, including any required cash match. In addition, the Subrecipient will monitor all Subrecipients to ensure that required audits are performed.

Payments will be made to the Subrecipient in the manner determined by the L&PS and after receipt by L&PS of a properly executed copy of this grant.

14. **Accounting Records:** The Subrecipient agrees to enter, maintain, and record all grant funds received by the State for this program in accounting records separate from all other fund accounts, including funds derived from other grant awards. Subrecipient shall disburse grant funds in accordance with the provisions of the subaward throughout the project period and in accordance with conditions L&PS may require.
15. **Program Income:** Program income is defined as gross income earned by the Subrecipient from grant-supported activities. The Subrecipient must comply with State Circular 07-05-OMB and Federal program income requirements found at 2 C.F.R. §§ 200.1 and 200.307. Unless the grant provides otherwise, the Subrecipient shall have no obligation to L&PS with respect to royalties received as a result of copyrights or patents produced under the grant. All other program income earned during the grant period shall be retained by the Subrecipient and used in accordance with the allowable costs of the subaward.
16. **Advances of State Grants:** If applicable, the Subrecipient agrees that it will deposit advances of state grants in interest bearing accounts.
17. **Fund Recovery:** L&PS reserves the right to deny reimbursement of, or recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.
18. **Data and Reporting Requirements:** The Subrecipient agrees that it will maintain data and information and submit timely reports, including programmatic progress and financial reports, as L&PS may require. If reports are not submitted as required, then L&PS may, at its discretion, suspend payments on this subaward. The State of New Jersey may, at its discretion, take such action to withhold payments to the Subrecipient on this or any grant

with other state agencies until the required reports have been submitted.

19. **Records Retention:** Unless otherwise directed by LP&S or state or federal statute, all grant records shall be retained for a period of seven years. This period is extended until otherwise directed if there is any litigation, claim, negotiation, action, or audit in progress and/or audit finding involving grant records started before the end of the seven-year period.
20. **Subrecipient Official File:** Subrecipients are required to maintain a master file for grant documents. The following documents must be available for on-site review by OAG program monitors and auditors:
  1. Copy of approved award package for the grant including: grant contract; Applicant Information Form; Program Narrative; Application Authorization; General and Special Conditions; copy of award letter; the Resolution; copy of deliverables; and related written approvals from OAG.
  2. Copies of all Requests for Reimbursements.
  3. Banking Information, including cash verification, receipts documentation, check register, canceled checks, and bank statements (if applicable).
21. **Compliance with Performance Goals:** The Subrecipient must assure compliance with applicable Federal requirements and that performance goals are being achieved. Subrecipient monitoring must cover each program, function, or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.
  - a. The Subrecipient shall inform L&PS of the following types of conditions which affect program objectives and performance as soon as they become known:
    - i. Problems, delays, or adverse conditions which will materially impair the ability to attain program objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units or established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any assistance by L&PS required to resolve the situation.
    - ii. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.
  - b. L&PS may, at its discretion, make site visits to:

- i. Review program accomplishments and management control systems.
- ii. Provide such technical assistance as may be required.
- iii. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
- iv. Ensure compliance with all pertinent civil rights laws and regulations.

22. **Budget Revisions/Grant Extensions:** The Subrecipient agrees to report any Budget Revisions or Grant Extensions as follows:

- a. Deviations in excess of one (1) percent from the approved budget or extensions in the grant period require prior approval via OAG Grant Adjustment Request Form (GARF). Subrecipient should be aware that approved budget revisions may result in the imposition of additional special conditions.
- b. L&PS may request changes in the scope of services of the Subrecipient to be performed under this agreement. Such changes, which are mutually agreed upon by and between L&PS and the Subrecipient, must be incorporated in written amendments to this grant.
- c. If the Subrecipient is making program expenditures or providing grant services at a rate which, in the judgment of L&PS, will result in substantial failure to expend the grant amount or provide grant services, L&PS may so notify the Subrecipient. If, after consultation, the Subrecipient is unable to develop to the satisfaction of L&PS a plan to rectify its low level of program expenditures or grant services, L&PS may upon thirty (30) days' notice to the Subrecipient, reduce the grant amount by a sum that more fairly projects program expenditures over the grant period. This reduction shall take into account the Subrecipient's fixed costs and shall establish the committed level of services for each program element of grant services at the reduced grant amount. If such a determination is made by L&PS subsequent to the awarding and receipt of the funds by the Subrecipient, the reduced amount will be remitted to L&PS.
- d. If the revision requested will result in a change to the Subrecipient's approved project which requires federal prior approval, L&PS will obtain the federal agency's approval before approving the Subrecipient's request.

23. **Failure to Comply with Award Conditions:** If the Subrecipient materially fails to comply with the terms of an award, whether stated in a state or federal statute, regulation, assurance, general condition, special condition, state plan/application, notice of award, or elsewhere,

the Subrecipient agrees that L&PS may take one or more of the following actions, as appropriate:

- a. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient or take more severe enforcement action.
- b. Disallow all or part of the cost of the activity or action not in compliance.
- c. Wholly or partly suspend or terminate the current award for the Subrecipient's program.
- d. Withhold further awards for the program.
- e. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
- f. Take other remedies that may be legally available.

In taking an enforcement action, L&PS may provide the Subrecipient an opportunity for such hearing, appeal or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Subrecipient from being subject to State and Federal debarment and suspension procedures.

24. **Grant Termination:** When the Subrecipient has failed to comply with grant award requirements, stipulations, standards, or conditions, the Subrecipient agrees that L&PS may suspend the grant and withhold further payments; prohibit the Subrecipient from incurring additional obligations of grant funds pending corrective action by the Subrecipient; decide to terminate the grant in accordance with the terms herein. L&PS shall allow all necessary and proper costs, which the Subrecipient could not reasonably avoid during the period of suspension, provided they meet federal and state requirements.
25. **L&PS Termination of the Grant:** The Subrecipient agrees that L&PS may terminate the grant in whole or in part whenever it is determined that the Subrecipient has failed to comply with the conditions of the grant. L&PS shall notify the Subrecipient in writing of the determination and the reasons for the termination together with an effective date. Payments made to the Subrecipient or recoveries by L&PS under the grant terminated for cause shall be in accordance with the legal right and liability of the parties. If the subaward is terminated for the Subrecipient's failure to comply with Federal statutes, regulations, or terms and conditions of the Subaward, L&PS will provide notification to the Subrecipient, including information that the decision may be considered in evaluating future applications

received from L&PS.

26. **Grant Termination for Convenience:** L&PS may terminate this grant for convenience, upon 60 days written advance notice to the Subrecipient, for any reason whatsoever, including lack of funding available to L&PS. Upon receipt of a notice of termination for convenience, the Subrecipient shall cease incurring additional obligations of subaward funds. However, L&PS shall allow the Subrecipient to incur all necessary and proper costs which the Subrecipient cannot reasonably avoid during the termination process, as long as these costs comply with all program requirements.
27. **Mutual Termination of the Grant:** L&PS and the Subrecipient may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Subrecipient shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.
28. **Subcontractors and Assignments:** The Subrecipient shall not subcontract any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of OAG. No rights or obligations of the Subrecipient under this subaward, in whole or part, may be assigned or subcontracted to another entity for any reason without the prior written approval of OAG. The Subrecipient may not transfer any rights or obligations under this subgrant pursuant to an acquisition, affiliation, consolidation, merger or other synergy with another entity.
29. **Contracts with Subcontractors/Vendors:** The Subrecipient shall include in its official grant file copies of any contract with subcontractors/vendors regarding this grant program and copies of its monthly timekeeping system records. OAG reserves the right to give final written approval of subcontract/vendor budgets reimbursed with subaward funds. The Subrecipient agrees to ensure that all subaward conditions are included in any contract made under this subaward including, but not limited to:
  - a. A timekeeping system requirement as specified above.
  - b. The hourly rate for certified providers will be based on experience and comparable rates for the field of service. All rates must be pre-approved by OAG.
  - c. The subcontractor/vendor must develop and/or maintain written, internal policy and procedures for participant service purchases (i.e., transportation, food and other emergency aid) with appropriate monitoring, oversight, and authority.
  4. Types and amounts of purchases per project participant paid for with subgrant funds must be pre-approved by OAG.

30. **Public Works Contractor Registration:** The Subrecipient's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with L&PS and comply with all other terms required by the Public Works Contractor Registration Act (N.J.S.A. 34:11-56.48 et seq.).
31. **Purchase of Services by State Agencies:** For purchase of services by State Agencies, Independent State Agencies or Legislature, the Subrecipient agrees to comply with N.J.S.A. 52:34-13.2, and that all services performed under a contract or through any subcontract shall be performed in the United States, unless the appropriate officer provides a certification, which is approved by the appropriate authority, which states that a required service cannot be provided by a contractor or subcontractor within the United States.
32. **Purchases:** The Subrecipient agrees that all equipment, consumable supplies, and services purchased or leased with grant funds will be acquired by following standard county and local bidding/ procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable.
33. **Entertainment, Meals, and Refreshments:** The Subrecipient agrees to comply with the current State Circular on Entertainment, Meals, and Refreshments, State Circular 11-09-OMB when using subaward funds to purchase food, beverages, and refreshments for project activities.
34. **Travel/Training:** Subrecipient agrees to submit a written request to L&PS and receive written approval before expending any grant funds allocated for training and/or travel (other than that which had been specifically listed, described and cost figures provided for in the approved grant application). A Subrecipient's use of any grant funds for allowable travel is restricted by the current State Travel regulations, State Circular 16-11-OMB. Exceptions to this policy may be considered on a case-by-case basis when justified by extenuating circumstances. A Subrecipient seeking an exception to these travel regulations must seek prior preapproval for the travel exception by submitting a written request to the awarding agency 60 days prior to commencement of travel.
35. **Work Product Publication:** The Subrecipient's subcontractors, instructors, and consultants must maintain Public Works Contractor Registration with the Department of Labor and Workforce Development, as required by N.J.S.A. 34:11-56.48 et seq.
36. **Bonding and Insurance:** Bonding and insurance, as applicable, shall be provided by the Subrecipient and proof of bonding and insurance must be retained on file by the Subrecipient.
37. **Property:** The Subrecipient agrees that property furnished by L&PS, acquired in whole or in part with federal or L&PS funds, or whose cost was charged to a project supported by federal or L&PS funds, shall be utilized and disposed of in a manner generally consistent with state and federal requirements.



38. **Overtime:** The Subrecipient agrees that overtime expenses must be directly related to pre-approved subaward activities. Monthly overtime charges to the subaward must be reported on the Detailed Cost Statement report. The Detailed Cost Statement should include employee's name, daily overtime charged, and activity for which overtime expenses were incurred.
39. **Insurance Costs:** The Subrecipient agrees to ensure that all insurance requirements are consistent with the business/not-for-profit entity are extended to include the purposes and intent of this subaward.
40. **Corruption of Public Resources Act:** The Subrecipient understands and agrees that, in compliance with N.J.S.A. 2C:27-12, prohibiting corruption of public resources, it cannot knowingly misuse state grant funds for an unauthorized purpose. Violations under this act could result in a prison term of up to 20 years and a fine of up to \$500,000, pursuant to N.J.S.A. 2C:30-8 (Public Corruption Profiteering Penalty Act). Under N.J.S.A. 2A:32C-3, a person shall also be subject to civil penalty and treble damages for making false claims under New Jersey's False Claims Act.
41. **High Risk Subrecipients:** In addition to the federal regulations governing risk status evaluations, located at 2 C.F.R. § 200.206, the Subrecipient agrees that under certain instances it may be considered "High Risk":
- a. If L&PS determines that a Subrecipient:
    - i. Has a history of unsatisfactory performance;
    - ii. Is not financially stable;
    - iii. Has a financial management system which does not appear adequate according to the General Conditions, or meet the standards expressed according to the current State Circular Letter Standard Grant Agreement Form, VIII Financial Management System, State Circular 07-05-OMB;
    - iv. Has not conformed to terms and conditions of previous awards; or
    - v. Is otherwise not responsible; and L&PS determines that an award will be made; special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the award.
  - b. If a Subrecipient is considered "High Risk," then L&PS may impose additional Specific Conditions or restrictions on the Subrecipient at any time including one or more of the following:

- i. Payment on a reimbursement basis;
  - ii. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period;
  - iii. Requiring additional, more detailed financial reports;
  - iv. Additional project monitoring;
  - v. Requiring the Subrecipient to obtain technical or management assistance;  
or
  - vi. Establishing additional prior approvals.
- c. If L&PS decides to impose such Specific Conditions, L&PS will notify the Subrecipient as soon as possible, in writing, of:
  - i. The nature of the special conditions/restrictions;
  - ii. The reason(s) for imposing the Specific Conditions;
  - iii. The corrective actions that must be taken before the Specific Conditions will be removed by L&PS and the time allowed for completing the corrective actions; and
  - iv. The method of requesting reconsideration of the conditions/restrictions imposed.

42. **Closeout Procedures:** The Subrecipient shall submit final expenditure and performance reports as prescribed by L&PS and in the timeframes set forth in the subaward agreement upon completion of the grant period or termination of the grant. L&PS may permit extensions when requested in writing by the Subrecipient. The Subrecipient will, together with the submission of the final report, refund to L&PS any unexpended funds or unobligated (unencumbered) cash advanced, except such sums that have been otherwise authorized in writing by L&PS to be retained. L&PS reserves the right to recover any funds considered unsupported, ineligible, or unallowable as a result of any audit, review, investigation, or monitoring.

43. **Criminal Intelligence Systems Operating Policies:** The Subrecipient agrees and certifies that it will comply with all relevant and applicable provisions of 28 C.F.R. 23, which establishes Operating Procedures for Criminal Intelligence Systems projects funded by the Omnibus Crime Control and Safe Streets Act of 1968 and requires that any Criminal Intelligence projects be utilized in conformance with the privacy and constitutional rights of individuals.

44. **Criminal Intelligence Systems Approval:** The New Jersey State Police must review and provide final approval prior to the purchase and/or expenditure of funds related to any Criminal Intelligence Systems and Technologies under this subaward.

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***SIGNATURE PAGE FOLLOWS***

**STATE OF NEW JERSEY DEPARTMENT OF  
LAW AND PUBLIC SAFETY  
OFFICE OF THE ATTORNEY GENERAL  
SFY21 ARP ALPR AWARD CONDITIONS**

**CERTIFICATION**

I certify that the program(s) proposed in the Subrecipient's application and this Subaward meet all the requirements of the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, Fiscal Year (FY) 2021 American Rescue Plan – Automated License Plate Reader Initiative, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with these conditions, the provisions of the grant program, and all other applicable federal and state laws, regulations, and guidelines.

County of Cumberland  
\_\_\_\_\_  
**Subrecipient**

ALPR-10-21  
\_\_\_\_\_  
**Subaward #**

\_\_\_\_\_  
**Signature of Authorized Official**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Date**

EXHIBIT C  
REGULATIONS OF P.L. 1975, CHAPTER  
127, AFFIRMATIVE ACTION

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE  
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127) N.J.A.C. 17:27 et seq.

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE CONTRACTS

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

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual

orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval  
Certificate of Employee Information Report  
Employee Information Report Form AA302

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, BEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, BEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

## AMERICANS WITH DISABILITIES ACT MANDATORY LANGUAGE

### Equal Opportunity for Individuals with Disabilities

The CONTRACTOR and the OWNER do hereby agree that the provisions of Title II of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. s12101 *et seq.*), which Prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant thereto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the OWNER pursuant to this contract, the CONTRACTOR agrees that the performance shall be in strict compliance with the Act. In the event that the CONTRACTOR, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the CONTRACTOR shall defend the OWNER in any action or administrative proceeding commenced pursuant to this Act. The CONTRACTOR shall indemnify, protect, and save harmless the OWNER, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The CONTRACTOR shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the OWNER'S grievance procedure, the CONTRACTOR agrees to abide by any decision of the OWNER, which is rendered pursuant to, said grievance procedure. If any action or administrative proceeding results in an award of damages against the OWNER or if the OWNER incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the CONTRACTOR shall satisfy and discharge the same at its own expense.

The OWNER shall, as soon as practicable after a claim has been made against it, give written notice thereof to the CONTRACTOR along with full and complete particulars of the claim. If any action or administrative proceeding is brought against the OWNER or any of its agents, servants, and employees, the OWNER shall expeditiously forward or have forwarded to the CONTRACTOR every demand, complaint, notice, summons, pleading, or other process received by the OWNER or its representatives.

It is expressly agreed and understood that any approval by the OWNER of the services provided by the CONTRACTOR pursuant to this contract will not relieve the CONTRACTOR of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the OWNER pursuant to this paragraph.

It is further agreed and understood that the OWNER assumes no obligation to indemnify or save harmless the CONTRACTOR, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the CONTRACTOR expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the CONTRACTOR'S obligations assumed in this Agreement, nor shall they be construed to relieve the CONTRACTOR from any liability, nor preclude the OWNER from taking any other actions available to it under any other provisions of this Agreement or otherwise at law.

# FY21 ARP Automated License Plate Reader Initiative Cumberland County Operation Snap and Catch

## Federal Funding Checklist

This information is for ALPR Federal Grant and its Subrecipients Vineland Police Department, Millville Police Department, Bridgeton Police Department and the Cumberland County Sheriff's Department.

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### **Subrecipient Agreements**

When a pass-through entity makes an award to a subrecipient, the Federal award information and applicable compliance requirements, including applicable special conditions, must be clearly identified in the subrecipient award agreement. Pass-through entities must ensure subaward documents include the following information at the time of the subaward (2 C.F.R. S 200.332(a)). If any of these data elements change during the period of performance, the changes must be included in subsequent subaward modifications. The subaward must include the following information:

- ❑ Federal Award Identification: N/A
  
- ❑ Subrecipient Name (which must match the name associated with its unique entity identifier): Vineland Police Department, Millville Police Department, Bridgeton Police Department, Cumberland County Sheriff's Department
  
- ❑ Subrecipient's unique entity identifier (previously known as DUNS number):
  - **City of Bridgeton:** X25GCH66L381;
  - **City of Millville:** YMMTPKQA81Z5;
  - **City of Vineland:** KGESQB8J95E1;
  - **Cumberland County Sheriff's Department:** QDPBAPG7Z7G1;
  
- ❑ Federal Award Identification Number (FAIN); N/A
  
- ❑ Federal Award Date (see 2 C.F.R. S 200.1 ("Federal award date"): 6/15/23
  
- ❑ Subaward Period of Performance Start and End Date: 12/1/2022 – 11/30/2024
  
- ❑ Subaward Budget Period Start and End Date: ALPR Vendor Compliance Date to November 30, 2024
  
- ❑ Amount of Federal Funds Obligated in this action/agreement: Cumberland County - \$402,039



- ❑ Total Amount of Federal Funds Obligated to the Subrecipient including the current financial obligation:
  - **Bridgeton Police Department:** \$2,500 FY19 Operation Helping Hand.
  - **Millville Police Department:** \$5,500 [\$2,500 FY19 Operation Helping Hand; \$3,000 FY20 Children Exposed to Violence].
  - **Vineland Police Department:** \$2,500 FY19 Operation Helping Hand.
  - **Cumberland County Sheriff's Department:** \$2,500 FY19 Operation Helping Hand.

- ❑ Total amount of the Federal Award committed to the subrecipient:
  - **City of Bridgeton:** \$117,087;
  - **City of Millville:** \$70,819;
  - **City of Vineland:** \$80,950;
  - **Cumberland County Sheriff's Department:** \$50,060.

- ❑ Federal Award Project Description: The goals of the FY21 ARP CSFRF Automated License Plate Reader Initiative are to use this technology to not only investigate the increase of stolen cars, nit to assist on investigating their connections to the increase in violent crime, including gun violence. Intelligence gathering through the use of this technology will assist law enforcement in identifying suspects, improving solve rates of theft offenses, identifying patterns and criminal enterprises, building more sophisticated cases to deter and prosecute organized criminal activity, and will assist in implementing prevention strategies and operations.

- ❑ Name of the Federal Awarding Agency, Pass-through entity, and contact information for the awarding official of the pass-through entity: US Department of Treasury; Cumberland County;  
Contact information for the awarding official of the Pass-Through Entity:

County of Cumberland  
Office of the County Treasurer  
164 West Broad Street  
Bridgeton, NJ 08302

- ❑ Assistance listings number and Title (the pass-through entity must identify the dollar amount under each Federal award and the Assistance Listings Number at the time of disbursement): CFDA 21.027 Coronavirus State and Local Fiscal Recovery Funds [ALL INFORMATION CAN BE OBTAINED FROM THE SUBAWARD – ATTACHED]
- ❑ Identification of whether the award is Research and Development (R&D): N/A
- ❑ Indirect cost rate for the Federal award (see 2 C.F.R. S 200.414): N/A
- ❑ All requirements imposed by the pass-through entity on the subrecipient so that the Federal award is used in accordance with Federal statutes, regulations and the terms and conditions of the Federal award: See Shared Services Agreements. – Exhibit B.
- ❑ Any additional requirements that the pass-through entity imposes on the subrecipient in order for the passthrough entity to meet its own responsibility to the DOJ grant-making component including identification of required financial and/or performance reports:
  - The receiving police agency agrees to update its departmental ALPR Policy in accordance with the New Jersey Office of the Attorney General Policy and to make any further updates as required by the NJ Attorney General as directed.

- Any time the receiving policy agency changes its Department ALPR Policy, the updated Policy must be shared with the Cumberland County Prosecutor's Office.
  - Any time a receiving police agency desires to change the location of an ALPR, it must share the location with the CCPO and receive prior approval from the County Prosecutor to ensure deconfliction.
  - The receiving police agency agrees to complete the ALPR Grant Cumberland County Operation Snap and Catch Narrative Report on the schedule directed by the County Prosecutor and return same according to due dates as required and listed in the Report.
  - The receiving police agency agrees to permit the County and any other auditors to have access to records and financial statements as necessary for the County to meet the requirements of 2 C.F.R. Part 200.
- Indirect cost rate to be used by the subrecipient (either a federally approved rate, a rate negotiated between the pass-through entity and the subrecipient, or the de minimis indirect cost rate): N/A
- A requirement that the subrecipient permit the pass-through entity and auditors to have access to the subrecipient's records and financial statements as necessary for the pass-through entity to meet the requirements of 2 C.F.R. Part 200. *See above.*
- Appropriate terms and conditions concerning closeout of the subaward: The Parties agree to submit any final invoices with supporting documentation and performance narrative reports by December 30, 2024.

**GLOUCESTER SALEM CUMBERLAND COUNTIES MUNICIPAL  
JOINT INSURANCE FUND  
RESOLUTION #2024- 24**

**A RESOLUTION ADOPTING MODEL INDEMNIFICATION AND INSURANCE PROVISIONS.**

**WHEREAS**, the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund (TRICOJIF) has been organized pursuant to *N.J.S.A. 40A:10-36 et. seq.*; and

**WHEREAS**, the TRICOJIF is duly constituted as a Municipal Self Insurance Fund to provide insurance coverage to its member municipalities; and

**WHEREAS**, the Fund Commissioners of the TRICOJIF have determined that the TRICOJIF is distinguished from commercial insurance providers by virtue of the fact that it is formed by municipalities, it is funded by public monies appropriated by the member municipalities, it serves a public purpose and is responsible for the discharge of its function in a manner consistent with policies applicable to municipal government; and

**WHEREAS**, upon the recommendation of the Fund Solicitor and the Claims Review Committee, the Fund Commissioners of the TRICOJIF have determined that it is appropriate to adopt the Model Indemnification and Insurance Provisions; and

**WHEREAS**, the Fund Solicitor has previously provided a draft of these Model Indemnification and Insurance Provisions to the Claims Review Committee and all Fund Commissioners of the TRICOJIF for their review and approval, and the Claims Review Committee of the TRICOJIF has recommended the adoption of the Model Indemnification and Insurance Provisions by the Fund Commissioners, a copy of which are attached hereto; and

**WHEREAS**, the Commissioners of the TRICOJIF have deemed it appropriate to adopt these Model Indemnification and Insurance Provisions.

**NOW THEREFORE BE IT RESOLVED**, by the Commissioners of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund (TRICOJIF), assembled at a public session May 20, 2024, that:

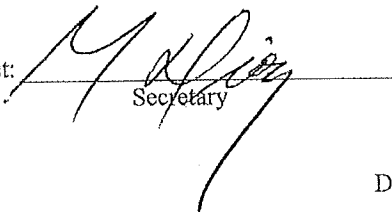
1. The Model Indemnification and Insurance Provisions which are attached hereto are hereby adopted as the Model Indemnification and Insurance Provisions of the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund (TRICOJIF).

**BE IT FURTHER RESOLVED** that copies of this Resolution shall be provided to the Executive Director, Fund Solicitor, Claims Administrator and all Fund Commissioners and Claims Coordinators for the TRICOJIF Member Municipalities for their information and attention.

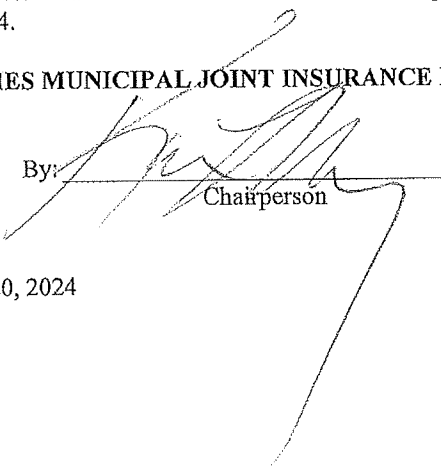
This Resolution was duly adopted by the Gloucester Salem Cumberland Counties Municipal Joint Insurance Fund at a public meeting held on May 20, 2024.

**GLOUCESTER SALEM CUMBERLAND COUNTIES MUNICIPAL JOINT INSURANCE FUND**

Attest:

  
Secretary

By:

  
Chairperson

Date: May 20, 2024

## Indemnification

Contractor/Vendor shall defend, indemnify, save harmless the Municipality, its elected and appointed officials, its employees, agents, volunteers and others working on behalf of the Municipality, from and against any and all liability, suits, damages, costs (including attorney's fees), losses, outlays, and expenses from claims in any manner caused by or allegedly caused by, or arising out of, or connected with, this Contract, or the work of any subcontract thereunder (the Contractor/Vendor hereby assuming full responsibility for relations with subcontractors), including but not limited to claims for personal injuries, death, property damage, and/or for damages from the award of this Contract to the Contractor/Vendor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the Municipality, its officials or agents.

Contractor/Vendor shall indemnify and hold the Municipality harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorney's fees and costs in the defense of any claim made under the Fair Labor Standards Act, the New Jersey Prevailing Wage Law or any other federal or state law. Nothing herein shall preclude the Municipality from requiring additional documentation as needed to ensure that the appropriate wage rates are being paid in order to ensure compliance with all state and federal rules, regulations and statutes.

The indemnification obligations of the Contractor/Vendor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor/Vendor, under any federal or state law, to any person asserting the claim against the Municipality, its elected or appointed officials, agents and employees, for which indemnification is sought.

The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the Municipality, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

Contractor/Vendor affirms that it has had the opportunity to recover the costs of liability insurance required in this agreement in its contract price. Contractor/Vendor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor/Vendor under this agreement.

The Contractor/Vendor shall indemnify and hold the Municipality harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, State or local agency including, but not limited to, the Environmental Protection Agency or Department of Natural Resources and the New Jersey Department of Environmental Protection.

The Contractor/Vendor shall hold and save the Municipality, its elected or appointed officials, agents, servants and employees harmless for liability of any nature or kind, including costs and expenses for, or on account of any patented or unpatented invention, process, article, or appliance manufactures or used in the performance of the Contract including its use by the Municipality, unless otherwise specifically stipulated in the Contract document.

If the Contractor/Vendor uses any design device, materials covered by letters, patent or copyright, any proprietary computer hardware, software/software applications or telecommunications systems or equipment, the Contractor/Vendor shall provide for such use by suitable agreement with the owner of such patented or copy-righted design device or material or any proprietary computer hardware, software/software applications or telecommunications systems or equipment. It is mutually agreed and understood that without exception, the contract prices shall include all royalties or costs arising from the use of such design, device, applications or materials, in any way involved in the work.

The Contractor/Vendor and/or his Sureties shall indemnify and save harmless the Municipality/Owner of the project from any and all claims for infringement by reason of the use of such patented or copy-righted design, device or materials, any proprietary computer hardware, software/software applications or telecommunications systems or equipment and any trademark or copyright in connection with work agreed to be performed under this Contract, and shall indemnify the Municipality/Owner for any cost, expense, or damage which it may be obligated to pay by reason of such infringement at any time during the performance of the work or after completion of the work.

## Insurance

Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor/Vendor, the Contractor/Vendor shall secure and maintain, at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the Municipality, insurance of such types and in such amounts as may be necessary to protect it and the interests of the Municipality against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereto in each case, are subject to approval by the Municipality. Regardless of such approval, it shall be the responsibility of the Contractor/Vendor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor/Vendor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

Contractor/Vendor shall be required to name the Municipality as an "Additional Insured" in the Contractor/Vendor's policy of commercial general liability insurance through an Endorsement to the policy, and simultaneously with the delivery of the executed Contract Documents, Contractor/Vendor shall provide the Municipality with a Certificate of Insurance and Endorsement indicating that the insurance coverage as described in the attached schedule, and as is appropriate for the work being performed and furnished, has been obtained and that the Municipality has been designated as an "Additional Insured" where required. On or before the renewal date of said policy, Contractor/Vendor shall be required to provide the Municipality with a Certificate of Insurance and Endorsement indicating the continuation of insurance coverage and designating the Municipality as an "Additional Insured".

The Schedule of Insurance and the Limits of Liability for the insurance shall provide coverage for not less than the following amounts (or greater) where required by law:

## Schedule of Insurance

Notwithstanding the indemnification and defense obligations of the Contractor/Vendor, the "Contractor/Vendor" shall provide at its own cost and expense proof of the following insurance to the Municipality:

- A. Workers' Compensation – Statutory coverage and limits in compliance with the Workers' Compensation Law of the State of New Jersey (any and all sole proprietors shall provide coverage for the sole proprietor);
- B. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractor/Vendors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least One Million (\$1,000,000.00) Dollars (Two Million [\$2,000,000.00] Dollars for Aggregate plus One Million (\$1,000,000.00) Dollars in Excess/Umbrella Coverage) for all claims arising out of a single accident or occurrence and at least One Million (\$1,000,000.00) Dollars with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least Five Hundred Thousand (\$500,000.00) Dollars for all claims to property arising out of a single occurrence and at least Five Hundred Thousand (\$500,000.00) Dollars to any one owner with respect to damages to property. Contractor/Vendor agrees that the proceeds of such insurance policy shall first be used to pay an award, damages, costs, and/or attorney's fees incurred by or assessed against the Municipality, its employees, officers and agents, before payment or any award, damages, costs, or attorney's fees of Contractor/Vendor, its employees, officers or agents. Contractor/Vendor agrees to cause its insurer to name the Municipality as an "Additional Insured" on such insurance policy, through an Endorsement to the policy, and also including the Municipality as an "Additional Insured" for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory and shall contain a waiver of subrogation clause.
- C. Automobile Liability Insurance Coverage covering bodily injury and property damage for owned, non-owned, and hired vehicles, with limits of at least One Million (\$1,000,000.00) Dollars for all claims arising out of a single accident or occurrence and at least Two Million (\$2,000,000.00) dollars with respect to injuries and/or death of any one person in a single accident plus One Million (\$1,000,000.00) Dollars in Excess/Umbrella Coverage. Contractor/Vendor agrees to cause its insurer to name the Municipality as an "Additional Insured" on such insurance policy, through an Endorsement to the policy, including the Municipality as an "Additional Insured" for coverage.
- D. Owner's and Contractor/Vendor's Protective Liability. Insurance to protect the Municipality, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least One Million (\$1,000,000.0) Dollars for all claims arising out of a single accident or occurrence and at least Three Million (\$3,000,000.00) dollars with respect to injuries and/or death of any one person in a single accident.

The Owner's and Contractor/Vendor's Protective Liability Insurance must:

- (1) Be a separate policy with the named insured being: The Municipality and
  - (2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute a waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.
- E. Errors and Omissions/Professional Liability – A minimum limit of liability of one million (\$1,000,000.00) dollars per incident and in the annual aggregate;
- F. Builders Risk Insurance – Contractor/Vendor shall provide a Builder's Risk Policy to be payable to the Municipality in an amount equal to the replacement cost of the building. Such insurance shall be provided on an All Risk basis and include coverage, without limitation, for windstorm, storm surge, flood and earth movement. Unless waived by the Municipality by Resolution, it shall include coverage for ordinance and law, demolition and increased costs of construction, debris removal, pollutant clean up and removal, and expediting costs. Such insurance shall cover, without limitation, (a) all buildings and/or structures involved in the work, as well as temporary structures at the Site, and (b) any property that is intended to become a permanent part of such building or structure, whether such property is on Site, in transit or in temporary storage. The policies shall name the Contractor/Vendor as the named insured and list the Municipality as both an additional insured, through an Endorsement to the policy, and Loss Payee as its interest may appear.
- G. Pollution Risk Insurance – Pollution Liability Insurance covering Contractor/Vendor's or appropriate subcontractor's liability for bodily injury, property damage and environmental damage resulting from sudden accidental and gradual pollution and related cleanup costs incurred by Contractor/Vendor, all arising out of the Goods delivered or Services (including transportation risk) performed under this Contract is required. Combined single limit per occurrence shall not be less than One Million (\$1,000,000.00) Dollars. Annual aggregate limit shall not be less than Three Million (\$3,000,000.00).
- H. Cyber Risk – Contractor/Vendor shall provide Cyber Risk Liability Insurance in the amount of with a minimum combined single limit of liability per occurrence and one million (\$1,000,000) dollars for bodily and personal injury and property damage and two million (\$2,000,000) dollars annual aggregate. However, if the Contractor/Vendor is an IT Contractor/Vendor, the annual aggregate shall be three million (\$3,000,000.00) dollars.
- I. Subcontracts – in case any or all of this work is sublet, the Contractor/Vendor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor/Vendor shall require any and all subcontractors with whom it enters in a contract to perform work on this project to protect the Municipality through insurance against applicable hazards or risks and shall, upon request of the Municipality, provide evidence of such insurance.

- J. Notice – the Contractor/Vendor and/or subcontractor shall furnish the Municipality prior to beginning the work, the policy as specified in subparagraphs A. through I., and satisfactory proof of all the insurance required by this Contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the Municipality. Failure by the Contractor/Vendor to supply such written evidence of required insurance and to maintain same for the duration of this Contract shall result in default under the Contract.

The insurance companies for the above coverages must be licensed by the State of New Jersey and acceptable to the “Municipality”. The “Contractor/Vendor” shall take no action to cancel or materially change any of the insurance required under this Contract without the Municipality’s prior approval. The maintenance of insurance under this section shall not relieve the “Contractor/Vendor” of any liability greater than the limits of the scope of the applicable insurance coverage.

The Certificates of Insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the Municipality within ten (10) days after the date of the receipt of Notice of Award or Contract to the Contractor/Vendor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be emailed and mailed, certified mail, return receipt requested to:

**Supply Municipality email address and mailing address**

\*ABOVE INSURANCE SCHEDULE TO BE PREPARED IN CONSULTATION WITH YOUR RISK MANAGEMENT CONSULTANT AS RECOMMENDED BY THE FUND’S CERTIFICATE OF INSURANCE GUIDELINES.