

**RESOLUTION NO. 2020 – 142**

**RESOLUTION OF THE TOWNSHIP OF LITTLE EGG  
HARBOR, COUNTY OF OCEAN, STATE OF NEW JERSEY,  
AUTHORIZING THE EXECUTION OF THE OCCARES GRANT  
PROGRAM AGREEMENT WITH THE COUNTY OF OCEAN**

**WHEREAS**, on January 30, 2020, the World Health Organization designated the novel coronavirus outbreak, COVID-19, as a Public Health Emergency of International Concern; and

**WHEREAS**, on January 31, 2020, the United States Health and Human Services Secretary declared a public health emergency for the entire United States to aid the nation's healthcare community in responding to COVID-19; and

**WHEREAS**, on March 9, 2020, the Governor of the State of New Jersey declared the concurrent invocation of both a State of Emergency pursuant to N.J.S.A. App.A.:9-33 et seq. and a Public Health Emergency as contemplated by N.J.S.A. 26:13-1 et seq., which invoked the authority and powers contemplated by N.J.S.A. 26:13-3, the Emergency Health Powers Act, and remains in effect; and

**WHEREAS**, on March 13, 2020, the President of the United States declared COVID-19 a national emergency; and

**WHEREAS**, on March 27, 2020, the Coronavirus Aid Relief and Economic Security Act ("CARES Act") became law and was enacted, amongst other purposes, to combat the economic damages caused to the States and the political subdivisions under them; and

**WHEREAS**, the County of Ocean (the "County") has received CARES Act funds from the United States Treasury to be used to reimburse the County, its agencies and municipalities within its boundaries, for economic damage attributed to the COVID-19 pandemic and the State of Emergency/Public Health Emergency; and

**r|m|sh|c**  
Rothstein, Mandell, Strohm,  
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ATTORNEYS AT LAW

150 Airport Road  
Suite 600  
Lakewood, NJ 08701

o: 732.363.0777  
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**WHEREAS**, for this municipality to receive funding from the County as reimbursement for COVID-19 related costs and expense, it must execute an Agreement with the County as a condition of the OCCARES Grant program;

**WHEREAS**, it is the desire of the governing body to execute the OCCARES Grant Agreement with the County so that it may seek reimbursement for COVID-19 related costs and expenses.

**NOW, THEREFORE, BE IT RESOLVED**, by the governing body of the Township of Little Egg Harbor, County of Ocean, State of New Jersey, as follows:

1. That the governing body does hereby authorize the execution of the OCCARES Grant Agreement with the County of Ocean, in a form acceptable to the Township Attorney.
2. That the governing body further authorizes the Township Administrator and the Chief Financial Officer to take whatever action is necessary to effectuate the terms of the OCCARES Grant Agreement.
3. That the Mayor is hereby authorized to execute and the Township Clerk to attest to, respectively, the OCCARES Grant Agreement with the County of Ocean.
4. That a certified copy of this resolution shall be forwarded to the Chief Financial Officer, the Township Administrator, the County Administrator and the County Comptroller/CFO, Julie N. Tarrant.

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**CERTIFICATION**

I, **DIANA K. MCCRACKEN, RMC**, Municipal Clerk of the Township of Little Egg Harbor do hereby certify that the foregoing resolution was duly adopted by the Township of Little Egg Harbor Township Committee at a meeting held on the 13<sup>th</sup> day of August, 2020.

  
**DIANA K. MCCRACKEN**, Township Clerk  
Little Egg Harbor Township

MSA

**r|m|s|h|c**

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## OCCARESGrant Agreement

This OCCARESGrant Program Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020 between the County of Ocean (County) located at Administration Building, 101 Hooper Avenue, Toms River, New Jersey 08753 and Little Egg Harbor Township (Municipality) located at \_\_\_\_\_  
665 Radio Road, Little Egg Harbor \_\_\_\_\_ New Jersey.

WHEREAS, the United States of America, the State of New Jersey, County and the Municipality have become victims of the COVID-19 Virus and the Pandemic (the "Coronavirus"); and

WHEREAS, the Coronavirus has caused economic damage and hardship to states, counties, and municipalities throughout the United States of America; and

WHEREAS, on March 27, 2020 the Coronavirus Aid Relief and Economic Security Act (the "CARES Act") was signed by President Donald J. Trump; and

WHEREAS, the CARES Act was enacted, among other purposes, in order to combat the economic damage caused to states, counties, and municipalities because of the Coronavirus; and

WHEREAS, the County has received CARES Act funds from the United States Treasury (the "Stimulus Funds") to be used to reimburse the County, County Agencies, and Municipalities located within the County due to economic damage caused to them by the Coronavirus; and

WHEREAS, as the recipient of the Stimulus Funds it will be the responsibility of the County to disburse the Stimulus Funds to eligible recipients in accordance with the terms and provisions of the CARES Act and any guidelines or regulations issued by the United States government or any of its agencies and/or departments.

WHEREAS, the Board of Chosen Freeholders have determined that it is in the best interest of the citizens of the County to dedicate a portion of the funding to reimburse municipalities for COVID-19 related costs and expenses through the OCCARESGrant program.

NOW THEREFORE, it is stipulated and agreed as follows:

**1. Purpose of Stimulus Funds.** The Municipality understands and agrees that its eligibility for the receipt of any Stimulus Funds shall be determined by the terms of the

“Coronavirus Relief Fund – Guidance for State, Territorial, Local and Tribal Governments in the attachments listed below:

Attachment A – Coronavirus Relief Fund Guidance 4/22/2020

Attachment B – Coronavirus Relief Fund Guidance Updated 6/30/2020

Attachment C – Coronavirus Relief Fund/U.S. Treasury Reporting and Record Retention Requirements 7/2/2020

Attachment D – Coronavirus Relief Fund FAQ 7/8/2020

Attachment E – Coronavirus Relief Fund OCCARESgrant Ineligible Costs & Excluded Costs

**2. Role of County.** As the recipient of the Stimulus Funds, it shall be the responsibility of the County to act as an intermediary and establish a reasonable process for the Municipality to submit an eligible reimbursement from the Stimulus Funds. The Municipality agrees and understands that the decision as to the eligibility for reimbursement sought by the Municipality is within the sole discretion of the County.

**3. Use of Stimulus Funds.** The Municipality understands that the Stimulus Funds represent an amount of funds which the County has received from the Federal Government for response and mitigation for COVID-19 related expenses. The Board of Chosen Freeholders have determined that it is in the best interest of the citizens of the County that municipalities be permitted to request reimbursement which meets the eligibility requirements established by the CARES Act and the Federal Guidelines.

**4. Processing of Claims.** The County shall accept and process claims for reimbursement. Municipalities are required to submit to FEMA initially for Category B Emergency Protective Measures Eligible Costs, such as personal protection equipment, PPE, sanitizing supplies, and overtime to name a few. The County will reimburse the municipality for the 25% non-federal costs as approved by FEMA. Costs NOT approved by FEMA can be resubmitted to OCCARESgrant for consideration. All requests for expenditure reimbursement must be submitted to the County (using the forms and process as prescribed by the County) on a cost reimbursement basis.

**5. Non-Liability of the County.** The Municipality understands that the County cannot guarantee that a claim for reimbursement is eligible for payment nor that any claims for reimbursements beyond the amount of the Stimulus Funds can be paid.

**6. Indemnification by Municipality.** The Municipality acknowledges that the role of the County as to the distribution of the Stimulus Funds shall be as an intermediary. Consequently, if as the result of any audit performed by the United States Treasury Office of Inspector General and/or any other auditing agency, department or office of the United States Government, State of New Jersey, or County determines that any reimbursement made to the Municipality by the

County from the Stimulus Funds was not eligible for reimbursement, then the Municipality shall repay any ineligible reimbursement within the time mandated by the United States Treasury or the agency, department or office of the United States Government for the return of any Stimulus Funds. The Municipality shall indemnify and hold harmless the County from any claim made by the United States Office of Inspector General and/or any agency, department or office of the Government of the United States for the return of any payment received by the Municipality from the Stimulus Funds. Included in the claim for reimbursement shall be any legal fees, court costs or professional fees incurred by the County in defense of any claim made for return of any Stimulus Funds received by the Municipality.

**7. Documents Required and Preservation of Records.** Any application for reimbursement must be sufficiently documented so that the County can determine the eligibility of the claim for reimbursement. A provision is included whereby the Municipality certifies that it has not applied to the State or Federal governments or any insurer for the reimbursement of the same claim submitted to the County. The Municipality agrees that it will not destroy or discard any documents or records maintained and/or relied upon by the Municipality until December 31, 2025. The County shall have the right to make copies of any documents or records pertinent to the claim for Stimulus Funds and the Municipality shall provide the County with reasonable access to the documents and records.

**8. Funding Reimbursement and Schedule.** As the County is obligated to expend funds on or before December 30, 2020, the County will provide reimbursement for eligible expenditures incurred by participating municipalities for the period that begins March 1, 2020 and ends on November 20, 2020 using the following schedule. County anticipates disbursement funds in three phases. Fully executed agreement must be on file prior to funds being distributed.

- **Phase 1.**  
Expenditures: March 1, 2020 – May 31, 2020  
Due: On or before September 1, 2020
  
- **Phase 2.**  
Expenditures: June 1, 2020 – August 31, 2020  
Due: On or before October 1, 2020
  
- **Phase 3.**  
Expenditures: September 1, 2020 – November 20, 2020  
Due: On or before December 1, 2020
  
- **Supplemental Report.**

The County will permit Municipality to submit prior period expenditures not included in Phase 1 & 2 as a supplemental report. Due November 1, 2020. Ineligible FEMA costs should be resubmitted with this report.

- Participating municipalities shall ensure that all eligible expenditures are processed and paid no later than November 20, 2020.
- **Final Report.**  
Final report will be submitted for all expenditures. The final report must equal all submission from Phase 1, 2, 3 and the supplemental report.

The County shall review the claims for reimbursement and may make adjustments to the reimbursement based upon a determination of eligible expenditures.

Municipality understands that availability of funds is contingent upon appropriations made by funding sources external to the County, such as Federal funds, and appropriations by the County Board of Chosen Freeholders. If, at any time, the County determines that federal, state or local funds are insufficient to sustain existing or anticipated spending levels, the County may reduce, suspend, or terminate any cash, reimbursements, other payments, or allocations of funds provided by the County to Municipality, or other form of financial assistance as the County determines appropriate. If funding sources external to the County such as Federal funds, or the County Board of Chosen Freeholders fail, at any time, to continue funding the County for the payments due under this Agreement, the Agreement will be terminated as of the date funding expires, without further obligation of the County.

Because there is only a finite amount of Federal funding, a pro rata allocation may be required. Municipality understands that the availability of funds is based on the total County-wide apportionment of funds resulting from cost based reimbursement claims reported by each municipality participating in this program as well as cost based reimbursement claims incurred by the County. Depending on the total amount of cost based reimbursement claims, the County may find it necessary to reapportion funds to each participating Municipality to ensure that the total cost based reimbursement does not exceed the total amount of funds available under this program.

**9. Subsequent Funds.** Should the County be in receipt of any additional funds provided by the United States Government and/or the State of New Jersey to combat the Coronavirus for which the Municipality may be eligible to receive payment, at the discretion of the County, the terms and provisions of this Agreement shall apply to the disposition and processing of those claims.

**10. Compliance with Federal Law and New Jersey Law.** The Municipality acknowledges that the Stimulus Funds are subject to the oversight of the United States government and its agencies. Consequently, in incurring expenses for which reimbursements will be sought from the Stimulus Funds, the Municipality shall adhere to the procedures established by the Federal government. Additionally, the Municipality shall, when incurring any expenses for which reimbursement is sought, adhere to all New Jersey purchasing and procurement laws and regulations.

As a sub-recipient of federal funds, Municipality hereby specifically acknowledges its obligations relative to the expenditure reimbursement provided under this Agreement and pursuant to Federal cost principles, 2 CFR Part 200, "Uniform Administrative Requirements, Cost principles, and Audit Requirements for Federal Awards", as applicable under other federal, state and local laws, including, but not limited to:

- a. Fiscal and account procedures;
- b. Accounting records;
- c. Internal control cover cash, real and personal property, and other assets;
- d. Budgetary control to compare actual expenditures or outlays to budgeted amounts;
- e. Source documentation; and
- f. Cash management.

**11. Applicable Law and Attorney Fees.** Any action for the enforcement of any term or provision of this Agreement shall be governed by the law of the State of New Jersey and shall be filed in the Superior Court of the State of New Jersey, Ocean County Vicinage.

**12. Duration of Agreement.** This Agreement shall begin on the date first written and shall continue until either party terminates it upon thirty (30) days written notice, the depletion of the Stimulus Funds, or the end of the program period, whichever event occurs sooner.

**13. Approval.** By signing below the individual signing this Agreement represents that this Agreement has been approved and ratified by the governing body of the party signing it.

**14. Counterparts.** This Agreement may be fully executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one agreement binding upon all parties, notwithstanding that all parties have not signed the



same counterpart. Such executions may be transmitted to the parties electronically or by facsimile, and such electronic or facsimile execution shall have the same force and effect as an original signature.

**15. Notices.** Any notices that are provided pursuant to this Contract shall be in writing (including facsimile and electronic transmissions) and mailed or transmitted or delivered as follows:

**To the County:**

County of Ocean  
101 Hooper Avenue  
PO Box 2191  
Toms River, NJ 08754  
ATTN: Julie N. Tarrant  
Email: [OCCARESGrant@co.ocean.nj.us](mailto:OCCARESGrant@co.ocean.nj.us)  
Fax: 732-506-5129

**To the Municipality:**

Municipality:  
Name:  
Address:  
Email:  
Fax:

**16. Severability.** If any part of this Agreement is declared unenforceable or invalid, the remainder of the Agreement will continue in full force and effect.

**17. Force Majeure.** No party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached the Agreement, for the delay in performance of this Agreement when and to the extent such failure or delay is caused by acts beyond the parties' control.

**18. Amendment.** This Agreement cannot be modified in any way except in writing signed by both parties to the Agreement.

**19. Assignment.** This Agreement will not be assignable by "Municipality" in whole or in part without the prior written consent of the "County."

IN WITNESS WHEREOF, the parties have signed and sealed this Agreement on the date set forth above.

ATTEST:

COUNTY OF OCEAN


\_\_\_\_\_  
Mary Ann Cilento, Clerk of the Board

\_\_\_\_\_  
Joseph H. Vicari, Freeholder Director

ATTEST:

Little Egg Harbor Township

  
\_\_\_\_\_  
Diana K. McCracken, RMC  
Township Clerk

  
\_\_\_\_\_  
Barbara Jo Crea  
Mayor