

CAMDEN COUNTY  
MUNICIPAL AND COUNTY AGENCY  
CORONAVIRUS RELIEF FUND PROGRAM  
REIMBURSEMENT AGREEMENT

This Municipal and County Agency Coronavirus Relief Fund Program Reimbursement Agreement (the "Agreement"), dated this \_\_\_\_ day of \_\_\_\_\_, 2020 between the County of Camden ("Camden County") located at 520 Market Street, Camden, New Jersey 08102 and \_\_\_\_\_ (the "Program Participant") located at \_\_\_\_\_, New Jersey

WHEREAS, the United States of America, the State of New Jersey, Camden County and the Program Participant have become victims of the COVID-19 public health emergency; and

WHEREAS, the COVID-19 public health emergency has caused economic damage and hardships 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 enacted into law by the Federal government; 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 COVID-19 public health emergency; and

WHEREAS, Camden County has received CARES Act funds from the United States Treasury (the "Relief Funds") to be used to reimburse Camden County due to economic damage caused to them by the COVID-19 public health emergency; and

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

WHEREAS, the Camden County Board of Chosen Freeholders have determined that it is in the best interest of the citizens of Camden County to dedicate a share of the

funding to reimburse Camden County municipalities and County agencies for COVID-19 related costs and expenses under the Municipal and County Agency Coronavirus Relief Fund Program.

NOW, THEREFORE, it is stipulated and agreed as follows:

1. Purpose of Relief Funds. The Program Participant understands and agrees that its eligibility for the receipt of any Relief Funds shall be determined by the terms of the "*Municipal and County Agency Coronavirus Relief Fund Program - General Program Guidance and Technical Instructions – June 1, 2020*" (the "Guidelines"), attached hereto as Exhibit A, and any subsequent amendments and/or changes to the Guidelines.

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

3. Use of Relief Funds. The Program Participant understands that the Relief Funds represent an amount of funds which Camden County has received from the Federal Government for COVID-19 related expenditures. The Freeholders have determined that it is in the best interest of the citizens of Camden County that Program Participants be permitted to request reimbursement which meets the eligibility requirements established by the CARES Act and the Federal Guidelines.

4. Processing of Claims. Camden County shall process and accept claims for reimbursement and shall pay eligible claims. All requests for expenditure reimbursement must be submitted to Camden County using the "*Municipal and County Agency Coronavirus Relief Fund Program – Information Sheet and Certification – June 1, 2020*", attached hereto as Exhibit B, and "*Municipal and County Agency Coronavirus Relief Fund Program - Request for Expenditure Reimbursement – June 1, 2020*", attached hereto as Exhibit C, and the process prescribed by Camden County on a cost reimbursement basis. Program Participants are required to complete the Preliminary Survey, attached hereto as Exhibit C-1, so that the County may obtain a reasonable idea of the extent of funding needed for this Program. The Preliminary Survey should be completed with best guess estimations of Personnel Cost, Contracts/Professional Services Cost and Other Cost Categories incurred from March 1, 2020 through the Program end date, November 30, 2020. Program Participants should complete and send a copy of the Preliminary Survey to the County by June 19, 2020.

5. Non-Liability of Camden County. The Program Participant understands that Camden County cannot guaranty that a claim for reimbursement is eligible for payment nor that any claims for reimbursement beyond the amount of the Relief Funds can be paid.

6. Indemnification by Program Participant. The Program Participant acknowledges that the role of Camden County as to the distribution of the Relief Funds shall be as an intermediary. Consequently, if, as the result of any audit performed by the United States Treasury 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 Program Participant by Camden County from the Relief Funds was not eligible for reimbursement, then the Program Participant 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 Relief Funds. The Program Participant shall indemnify and hold harmless Camden County from any claim made by the United States Treasury or any agency, department or office of the Government of the United States for the return of any payment received by the Program Participant from the Relief Funds. Included in the claim for reimbursement shall be any legal fees, court costs or professional fees incurred by Camden County in defense of any claim made for return of any Relief Funds received by the Program Participant. Nothing in this Agreement is to be construed as providing an obligation for any amount or level of funding, resources, or other commitment by Camden County to Program Participant that is not specifically set forth in State and Federal law. Nothing in this Agreement is to be construed as providing a cause of action in any State or Federal court or in an administrative forum against the County, or any of the officers, employees or contractors of the County.

7. Documents Required and Preservation of Records. Any request for reimbursement must be sufficiently documented so that Camden County can determine the eligibility of the claim for reimbursement including a provision whereby the Program Participant certifies that it has not applied to the State or Federal governments or any insurer for the reimbursement of the same claim submitted to Camden County unless the application is expressly permitted by law and the Program Participant is requesting reimbursement from the County for the local match or cost share. The Program Participant agrees that it will not destroy or discard any documents or records maintained and/or relied upon by the Program Participant until December 31, 2027. Camden County shall have the right to make copies of any documents or records pertinent to the claim for Relief Funds and the Program Participant shall provide Camden County with reasonable access to the documents and records.

8. Funding Reimbursement and Schedule. As Camden County is obligated to expend funds on or before December 30, 2020, Camden County will provide

reimbursement for eligible expenditures incurred by Program Participant for the period that begins March 1, 2020 and ends on November 30, 2020 using the following schedule:

- Program Participant should submit requests for expenditure reimbursement for eligible expenditures to Camden County by June 30, 2020 for the period of March 1, 2020 through May 31, 2020.
- Program Participant should forward requests for expenditure reimbursement for eligible expenditures to Camden County by September 15, 2020 for the period of March 1, 2020 through August 31, 2020. *Camden County will allow Program Participant to submit expenses for monies expended during the prior reporting period not previously submitted.*
- Program Participant should forward requests for expenditure reimbursement for eligible expenditures to Camden County by December 1, 2020 for the period of March 1, 2020 through November 30, 2020. *Camden County will allow Program Participant to submit expenses for monies expended during the two prior reporting periods not previously submitted.*
- Program Participant shall ensure that all eligible expenditures are disbursed, in cash, by no later than November 30, 2020.

Camden County shall review the claims for reimbursement and may make adjustments to the reimbursement based upon a determination of eligible expenditures. The County is providing Program Participant with a copy of the County's "*Municipal and County Agency Coronavirus Relief Fund Program – Review Checklist – June 1, 2020*", attached hereto as Exhibit D, so that Program Participant can understand the initial steps the County will use to conduct a cursory review of expenditure reimbursement submissions.

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

Camden County.

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

9. Subsequent Funds. Should Camden 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 Program Participant may be eligible to receive payment, at the discretion of Camden County, the terms and provisions of this Agreement shall apply to the disposition and processing of any additional reimbursement.

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

As a subrecipient of Federal funds, Program Participant 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, Camden County.

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 Relief 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 Camden County:

County of Camden  
520 Market Street  
Camden, NJ 08102  
Attn: Chris Orlando, County Counsel  
Email: [chris.orlando@camdencounty.com](mailto:chris.orlando@camdencounty.com)

To the Program Participant:

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 the parties to the Agreement.

19. Assignment. This agreement will not be assignable by "Program Participant" 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 CAMDEN

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ATTEST:

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ATTACHMENTS:

*Exhibit A - Municipal and County Agency Coronavirus Relief Fund Program – General Program Guidance and Technical Instructions – June 1, 2020*

*Exhibit B - Municipal and County Agency Coronavirus Relief Fund Program – Information Sheet and Certification – June 1, 2020*

*Exhibit C - Municipal and County Agency Coronavirus Relief Fund Program – Request for Expenditure Reimbursement – June 1, 2020*

*Exhibit C-1 - Municipal and County Agency Coronavirus Relief Fund Program – Preliminary Survey – June 1, 2020*

*Exhibit D - Municipal and County Agency Coronavirus Relief Fund Program – Review Checklist – June 1, 2020*

