

AGENDA

6:30 p.m. Wednesday, September 6, 2017.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from August 23, 2017.

P-1 Proclamation recognizing "The Dance Factory" on its Grand Opening and Ribbon Cutting. (previously presented) (Simmons)

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion)

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

The Plaintiff, Bed Bath & Beyond v. Deptford Township, Docket Numbers 005303-2016, 001104-2017, represented by Michael A. Hazen, Esq. filed state tax appeals contesting the assessment on the subject property known as Block 200, Lot 9, Lot 20, Lot 21, Lot 22 (k/n/a Lot 9 by way of consolidation for 2017); and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO CLEAN AIR COMPANY, INC., FOR \$78,297.00.

This Resolution authorizes the installation of a vehicle exhaust extraction system (or approved equal) for the Gloucester County Department of Emergency Response EMS Division Stations 82-5, 82-6, 83-1, 83-4, and 83-5. The Purchasing Department sent out a bid request PD-017-044 and it is recommended that the contract be awarded to Clean Air Company, Inc. CAF#17-07480 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT AMENDMENTS WITH MID ATLANTIC STATES AND CAREER AND EDUCATION CENTER INC. AND ST. JOHN OF GOD COMMUNITY SERVICES TO ESTABLISH THE CONTRACT FUNDING FROM JULY 1, 2017 TO JUNE 30, 2018.

This Resolution authorizes amendments to contracts with Mid Atlantic Career & Education Center, Inc. and St. John of God Community Services to establish contract funding from July 1, 2017 to June 30, 2018. The County awarded a contract on June 24, 2015 per RFP# 015-026 to St. John of God Community Services, Inc. The contract funding from July 1, 2017 to June 30, 2018 shall be for an amount not to exceed \$133,500.00. The County awarded a contract on June 10, 2015 per RFP# 015-020 to Mid Atlantic Career & Education Center, Inc. The contract funding from July 1, 2017 to June 30, 2018 shall be for an amount not to exceed \$197,655.00.

C-2 RESOLUTION AUTHORIZING AGREEMENTS WITH SIX NONPROFIT AGENCIES FOR PUBLIC SERVICE PROJECTS FROM SEPTEMBER 1, 2017 TO AUGUST 31, 2018.

This Resolution requests the execution of Subrecipient Agreements with the following agencies pursuant to RFP# 017-022. The funding source is Federal Community Development Block Grant program:

- 1) **Food Bank of South Jersey, Inc.**, for the provision of nutritional programs for children in an amount not to exceed \$45,000.00;
- 2) **Center for Family Services, Inc.**, for the provision of at-risk youth shelter services in an amount not to exceed \$20,000.00;
- 3) **Robins' Nest, Inc.**, for the provision of children's mental health services in an amount not to exceed \$20,000.00;
- 4) **Boys & Girls Clubs of Gloucester County, Inc.**, for the operation the Paulsboro, Glassboro, and Woodbury Programs in the amount not to exceed \$30,000.00;
- 5) **Tri-County Community Action Agency, Inc. dba Gateway Community Action Partnership** for the provision of youth and childcare services through a Headstart Program in Monroe Township, Paulsboro, Swedesboro and Glassboro in an amount not to exceed \$35,000.00;
- 6) **Newfield Terrace Community Action Organization** for the provision of educational and after school programs for children in an amount not to exceed \$10,000.00.

C-3 RESOLUTION AUTHORIZING A CONTRACT WITH JOSEPH PORRETTA BUILDERS FOR \$285,000.00.

This Resolution authorizes a contract between the County and Joseph Porretta Builders for the project known as "Construction of the Roof Structure for the Clayton Facility Salt Shed", Engineering Project RE-BID #16-18 (roof) for the total amount of \$285,000.00. CAF# 17-06077 was obtained to certify funds.

C-4 RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #01-FINAL WITH SOUTH STATE, INC. FOR \$66,740.67.

This Resolution will authorize a Contract Change Order Increase #01-Final with South State Inc. for \$66,740.67 for the project "Resurfacing and Safety Improvements along W. Academy Street, CR608 from CR610 westerly to the Railroad Crossing and along Aura Road, CR610 from SR47 westerly to the Railroad Crossing in the Borough of Clayton; and CR 610 westerly from Railroad Crossing to CR 553 in the Township of Elk", Engineering Project #14-22. Said increase is necessary for as-built quantity adjustment and supplemental items, resulting in a new total contract amount of \$1,679,821.02. CAF# 16-09260 has been obtained to certify funds. This is a State Aid funded project.

C-5 RESOLUTION AUTHORIZING THE AGREEMENT MODIFICATION #01 TO COST REIMBURSEMENT AGREEMENT 2015-DT-BLA-FEP-412 WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$60,461.86.

This Resolution authorizes and approves Agreement Modification #01 with the NJ DOT to increase Cost Reimbursement Agreement No. 2015-DT-BLA-FEP-412 by \$60,461.86 for the project entitled "Resurfacing and Safety Improvements along Main Street, County Route 553 & Broadway, County Route 553A from East Blvd north to CR635 then westerly along CR635 to CR553 in the Boroughs of Glassboro & Pitman and the Township of Mantua", Engineering Project 14-17FA.

C-6 RESOLUTION AUTHORIZING TWO CONTRACTS WITH SOUTH JERSEY TRUCK REPAIRS, LLC FROM SEPTEMBER 5, 2017 TO SEPTEMBER 4, 2019 WITH EACH CONTRACT NOT TO EXCEED \$30,000.00 PER YEAR.

This Resolution will authorize two contracts between the County and South Jersey Truck Repairs for collision repairs to County-owned vehicles, from September 5, 2017 to September 4, 2019 for an amount not to exceed \$30,000.00 per year for each contract. The first contract is awarded as per PD-17-041 for collision repairs to cars and light trucks up to ¾ ton; and, the second as per PD-17-042 for repairs to trucks that are one (1) ton and greater.

C-7 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE TOWNSHIP OF MANTUA.

The Township of Mantua ("Township") has a need for the resurfacing of McCarthy Avenue, which project is contiguous with a current County Engineering project known as #16-01-"Resurfacing and Safety Improvements to Main Street (C.R. 553A) and Wenonah Avenue/ Mantua Boulevard (C.R.632)". This resolution will authorize a Shared Services Agreement between the County and the Township, whereby the County will incorporate the resurfacing of McCarthy Avenue into the contiguous County road project, and the Township will take responsibility for reimbursing the County for any and all costs associated with McCarthy Avenue.

C-8 RESOLUTION AUTHORIZING A CONTRACT WITH IH ENGINEERS, P.C. FROM SEPTEMBER 6, 2017 TO SEPTEMBER 5, 2018 FOR \$126,654.54.

This Resolution authorizes a contract with IH Engineers, P.C. for Construction Management & Inspection Services for the Local Bridge Rehabilitation Project at seven (7) locations in Gloucester County, as per RFP# 017-025, from September 6, 2017 to September 5, 2018, for \$126,654.54. C.A.F. #17-07654 has been obtained to certify funds.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH SOUTH JERSEY OVERHEAD DOOR COMPANY FROM SEPTEMBER 19, 2017 TO SEPTEMBER 18, 2019 IN AN AMOUNT NOT TO EXCEED \$80,000.00 FOR YEAR ONE AND AN AMOUNT NOT TO EXCEED \$50,000.00 FOR YEAR TWO.

This Resolution extends the Contract with South Jersey Overhead Door Company 1360 North Delsea Drive, PO Box 1386, Vineland, NJ 08362, for the repair and replacement of existing overhead doors and installation of new overhead doors. Contract was originally awarded under PD-015-028 and entered into on September 2, 2015, in an amount not to exceed \$80,000.00 for year one and an amount not to exceed \$50,000.00 for year two. This Resolution exercises County's two (2) year extension option from September 19, 2017 to September 18, 2019 in an amount not to exceed \$80,000.00 for year one and an amount not to exceed \$50,000.00 for year two.

F-2 RESOLUTION AUTHORIZING AMENDMENT TO EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT, JAG-1-8TF-15 TO INCREASE THE IN-KIND MATCH BY \$3,374.00.

By Resolution adopted on March 1, 2017 a grant application on behalf of the County Prosecutor's Office was authorized for the Edward Byrne Memorial Justice Assistance Grant, JAG-1-8TF-15 from the NJ Division of Criminal Justice in the amount of \$63,807.00, with an in-kind match of \$20,781.00 (funds from the Prosecutor's budget), for a total amount of \$84,588.00. An increase in the in-kind match of \$3,374.00 is now necessary due to a change in the grant program guidelines and regulations to include an increase in pensions and other related costs. This Resolution will authorize amendment to the grant amount to increase the in-kind match to \$24,155.00, for a total grant amount of \$87,962.00.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING AGREEMENTS WITH THE TOWNSHIP OF DEPTFORD, ELK/FRANKLIN TOWNSHIPS, BOROUGH OF GLASSBORO, MANTUA/HARRISON TOWNSHIPS, MONROE TOWNSHIP, WASHINGTON TOWNSHIP, AND WEST DEPTFORD TOWNSHIP FOR THE PROVISION OF THE MUNICIPAL ALLIANCE DRUG AND ALCOHOL PREVENTION SERVICES FROM JULY 1, 2017 TO JUNE 30, 2018.

This Resolution is authorizing agreements with the Township of Deptford, for a total contract amount of \$25,044.00; Elk/Franklin Townships, for a total contract amount of \$23,364.00; Borough of Glassboro, for a total contract amount of \$18,841.00; Mantua/Harrison Townships, for a total contract amount of \$18,977.00; Monroe Township, for a total contract amount of \$26,460.00; Washington Township, for a total contract amount of \$34,880.00; and West Deptford, for a total contract amount of \$19,920.00, for the period commencing July 1, 2017 and terminating June 30, 2018.

G-2 RESOLUTION AUTHORIZING AN AGREEMENT WITH NJ TRANSIT REGARDING THE SFY 2018 NJ-JARC ROUND 4 GRANT PROGRAM FOR ADDITIONAL FUNDING IN THE AMOUNT TO \$110,000.00 WITH AN IN-KIND MATCH OF \$110,000.00 FOR A TOTAL AMOUNT OF \$220,000.00 FOR GRANT PERIOD JULY 1, 2017 TO JUNE 30, 2018.

By Resolution adopted May 11, 2016, a grant application was authorized with NJ Transit for the JARC SFY17 Round 3 and SFY18 Round 4 grant funds for a total amount of \$320,000.00 with each round requiring \$80,000.00 State grant funding and \$80,000.00 County cash match for grant period July 1, 2016 to June 30, 2018. Additional funding has now been awarded under SFY18 NJ-JARC Round 4 for grant period July 1, 2017 to June 30, 2018 for \$110,000.00 with an in-kind match of \$110,000.00, for a total amount of \$220,000.00. These funds will be used to support employment related transportation such as the on-going shuttle bus transportation to Pureland Industrial Park, literacy transportation and transportation to employment opportunities for low-income residents and people with disabilities.

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

Adjournment

MINUTES

6:30 p.m. Wednesday, August 23, 2017.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy	X	
DiMarco	X	
Jefferson		X
Simmons	X	
Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from August 9, 2017.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson					
Simmons		X	X		
Damminger			X		

Comments: N/A

50694 Proclamation honoring the Swedesboro-Woolwich U10 Girls Softball team for placing 2nd in the State Championship. (Chila) (presented)

50695 Presentation of Certifications to South Jersey Federal Credit Union, Paulsboro Refining Company, American International Group, West Deptford Energy Holdings and Dewberry Engineers for their donations in support of the Gloucester County Parks & Recreation Department's Summer Programs. (DiMarco) (presented)

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion)

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson					
Simmons		X	X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson					
Simmons		X	X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

50696 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF AUGUST, 2017.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		17-07284, 17-06637, 17-06685, 17-06686, 17-06687
Christy			X		
DiMarco			X		
Jefferson					
Simmons		X	X		
Damminger			X		

Comments: N/A

50697 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2017 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson					
Simmons		X	X		
Damminger			X		

Comments: N/A

50698 RESOLUTION AUTHORIZING THE USE OF GOVDEALS ONLINE AUCTIONS TO SELL GOVERNMENT SURPLUS THROUGH STATE CONTRACT NUMBER A83453, INDEX NUMBER T2581.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson					
Simmons		X	X		
Damminger			X		

Comments: N/A

50699 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH BROWN & CONNERY, LLP TO INCREASE THE CONTRACT AMOUNT BY AN AMOUNT NOT TO EXCEED \$100,000.00 RESULTING IN A NEW CONTRACT AMOUNT NOT TO EXCEED \$300,000.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson					
Simmons		X	X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA
FREEHOLDER SIMMONS

50700 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO COMMON CENTS EMS SUPPLY, LLC, FOR \$62,382.64.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson					
Simmons		X	X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

50701 RESOLUTION AUTHORIZING TWO SHARED SERVICE AGREEMENTS WITH ROWAN COLLEGE AT GLOUCESTER COUNTY FROM JULY 1, 2017 TO JUNE 30, 2027 TO PROVIDE LITERACY SERVICES TO QUALIFIED RESIDENTS WITH THE FIRST FOR THE WORKFORCE LEARNING LINK IN AN AMOUNT NOT TO EXCEED \$71,800.00 AND THE SECOND FOR THE COMMUNITY WORK EXPERIENCE PROGRAM IN AN INITIAL AMOUNT NOT TO EXCEED \$67,910.00 WITH EACH TO BE UPDATED ANNUALLY BASED ON GRANT FUNDING AND REQUIREMENT.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Jefferson					
Simmons	X		X		
Damminger			X		

Comments: N/A

50702 RESOLUTION AUTHORIZING A CONTRACT WITH CONSULTING ENGINEER SERVICES FOR \$96,460.90.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Jefferson					
Simmons	X		X		
Damminger			X		

Comments: N/A

50703 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 18-53-312 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$30,000.00 FOR THE FISCAL YEAR 2018 REGIONAL GIS PROGRAM.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Jefferson					
Simmons	X		X		
Damminger			X		

Comments: N/A

50704 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 18-61-030 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$62,875.00 FOR THE FISCAL YEAR 2018 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Jefferson					
Simmons	X		X		
Damminger			X		

Comments: N/A

50705 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 18-63-022 WITH THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$48,350.00 FOR FISCAL YEAR 2018 TRANSIT SUPPORT PROGRAM.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy		X	X		
DiMarco			X		
Jefferson					
Simmons	X		X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER JEFFERSON

DEPARTMENT OF PARKS &
LAND PRESERVATION

FREEHOLDER DIMARCO
FREEHOLDER CHILA

50706 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY JOSEPH A. LEONE FOR \$32,100.00.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Jefferson					
Simmons			X		
Damminger			X		

Comments: N/A

50707 RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT FROM TURF EQUIPMENT & SUPPLY CO., INC. THROUGH A COOPERATIVE PURCHASING AGREEMENT WITH THE EDUCATIONAL SERVICES COMMISSION OF NJ FOR \$65,117.44.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes			X		
Christy			X		
DiMarco	X		X		
Jefferson					
Simmons			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES

FREEHOLDER CHRISTY
FREEHOLDER DIMARCO

50708 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT TO CONSTELLATION ENERGY, INC. IN AN AMOUNT NOT TO EXCEED \$750,000.00 AND TO SOUTH JERSEY ENERGY COMPANY IN AN AMOUNT NOT TO EXCEED \$600,000.00 FOR ELECTRIC SUPPLY SERVICES PURSUANT TO THE SOUTH JERSEY POWER COOPERATIVE SYSTEM BID PROCESS, FOR THE PERIOD FROM THE FIRST METER READING AFTER AUGUST 31, 2017 THROUGH THE SEPTEMBER 2018 METER READ DATE.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Jefferson					
Simmons			X		
Damminger			X		

Comments: N/A

50709 RESOLUTION AUTHORIZING THE PURCHASE OF UNIFORMS AND SUPPLIES FOR THE SHERIFF'S OFFICE FROM LAWMEN SUPPLY COMPANY OF NJ, INC. THROUGH STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$75,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Jefferson					
Simmons			X		
Damminger			X		

Comments: N/A

50710 RESOLUTION AUTHORIZING EXECUTION OF THE FY 2018 IV-D NJKIDS REIMBURSEMENT AGREEMENT WITH THE NJ DIVISION OF FAMILY DEVELOPMENT FROM OCTOBER 1, 2017 TO SEPTEMBER 30, 2018 FOR \$637,843.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Jefferson					
Simmons			X		
Damminger			X		

Comments: N/A

50711 RESOLUTION AUTHORIZING GRANT APPLICATIONS TO THE NJ DIVISION OF CRIMINAL JUSTICE FOR THE 2017 BODY ARMOR REPLACEMENT FUND GRANT IN AN AMOUNT TO BE DETERMINED BY THE FUNDING AGENCY FOR FISCAL YEAR 2017.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Jefferson					
Simmons			X		
Damminger			X		

Comments: N/A

50712 RESOLUTION AUTHORIZING APPLICATION TO THE NJ DIVISION OF CRIMINAL JUSTICE FOR THE STOP VIOLENCE AGAINST WOMEN ACT GRANT IN THE AMOUNT OF \$23,563.00, WITH AN IN-KIND MATCH OF \$30,300.00 FOR A TOTAL AMOUNT OF \$53,863.00, FROM JULY 1, 2017 TO JUNE 30, 2018.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy	X		X		
DiMarco		X	X		
Jefferson					
Simmons			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

50713 RESOLUTION AUTHORIZING AN APPLICATION FOR THE COUNTY ENVIRONMENTAL HEALTH ACT GRANT FROM THE NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION, FROM JULY 1, 2017 TO JUNE 30, 2018 IN THE AMOUNT OF \$170,021.00.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes	X		X		
Christy			X		
DiMarco			X		
Jefferson					
Simmons			X		
Damminger			X		

Comments: N/A

50714 RESOLUTION AUTHORIZING THE FILING OF A JOINT APPLICATION TO NJ TRANSIT FOR FY'2018 SENIOR CITIZEN AND DISABLED RESIDENTS TRANSPORTATION ASSISTANCE PROGRAM IN THE TOTAL AMOUNT OF \$458,882.00 AND THE FY'2018 SECTION 5311 RURAL TRANSPORTATION GRANT FUNDS IN THE TOTAL AMOUNT OF \$212,678.00, FROM JANUARY 1, 2018 TO DECEMBER 31, 2018.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes	X		X		
Christy			X		
DiMarco			X		
Jefferson					
Simmons			X		
Damminger			X		

Comments: N/A

50715 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH NJ TRANSIT FOR THE FY'2018 SECTION 5311 INNOVATION GRANT FOR \$150,000.00 WITH AN IN-KIND MATCH OF \$70,000.00, FOR A TOTAL AMOUNT OF \$220,000.00 FROM JANUARY 1, 2018 TO DECEMBER 31, 2018.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes	X		X		
Christy			X		
DiMarco					X
Jefferson					
Simmons			X		
Damminger					X

Comments: N/A

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson					
Simmons		X	X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson					
Simmons		X	X		
Damminger			X		

Comments: N/A

Adjournment

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy			X		
DiMarco			X		
Jefferson					
Simmons		X	X		
Damminger			X		

Comments: N/A

Time: 6:57 p.m.

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING
"THE DANCE FACTORY"
ON ITS GRAND OPENING & RIBBON CUTTING
AUGUST 26TH, 2017

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize The Dance Factory at a ribbon cutting ceremony to mark its grand opening at its new location, 111 East High Street, Glassboro on Saturday August 26th, 2017; and

WHEREAS, The Dance Factory was started by owner, Stacey Sanitate, who began dancing at the age of 5 and always dreamed of owning her own studio and teaching dance. That dream became a reality when she opened The Dance Factory at its original location on Main Street in Glassboro in 2004. Stacey created a studio that is family oriented and performance based, and believes in offering a personal atmosphere with specific attention given to developing self-confidence, self-discipline along with the many life-long benefits of dance; and

WHEREAS, Stacey Sanitate has taken The Dance Factory to the next level by using it as a conduit to help the community in many ways. With creative movement classes for special needs children and adults, she not only provides the participants an opportunity to express themselves though dance and music, but also teaches other students how they can help by becoming "dance buddies", leading many of her students to seek further education and careers in special education and movement therapy. The Dance Factory offers many dance programs like Special Needs, Danceabilities and this year, Wheel Chair dancing. The Dance Factory provides opportunities for all its students to perform at retirement homes, local community days, parades and many other charitable and community based events; and

WHEREAS, The Dance Factory has merged with veteran dance studio, Let's Dance, forming one of the largest dance studios in South Jersey. We welcome and wish great success to Stacey Sanitate and all the employees and students of The Dance Factory at their new location in the Academy of Performing Arts, 111 East High Street in Glassboro.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize The Dance Factory on its grand opening and ribbon cutting at their new location in Glassboro.

IN WITNESS WHEREOF, the Board of Chosen Freeholders has caused these presents to be executed and the seal of the County of Gloucester to be affixed this 26th day of August, 2017.

Signatures and names of Robert M. Damming, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson, Heather Simmons, and Laurie J. Burns, Clerk of the Board.

RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS

A 1

WHEREAS, the Plaintiff, Bed Bath & Beyond v. Deptford Township, Docket Numbers 005303-2016, 001104-2017, represented by Michael A. Hazen, Esq. filed state tax appeals contesting the assessment on the subject property known as Block 200, Lot 9, Lot 20, Lot 21, Lot 22 (k/n/a Lot 9 by way of consolidation for 2017); and

WHEREAS, the pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1, the Gloucester County Office of Assessment is responsible for assessing all properties within Gloucester County, and is the Taxing District for purposes of assessing properties and defending claims challenging said assessments therein pursuant to the above cited Act and New Jersey Court Rule 8:13; and

WHEREAS, the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims by Stipulation of Settlement attached hereto and hereby incorporated; and

WHEREAS, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices under N.J.S.A. Title 54; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that disposition of the complaints filed by the herein mentioned Plaintiff is authorized as follows and as more specifically set forth in the attached Stipulation of Settlement:

Block 200, Lot 9, Lot 20, Lot 21, Lot 22 (k/n/a Lot 9 by way of consolidation for 2017) Bed Bath & Beyond v. Deptford Township:

2016 Lot 9, Lot 20, Lot 21, Lot 22:

Tax Year	Original Assessment	Requested Tax Court Judgment
Lot 9	\$16,264,100	WITHDRAW
Lot 20	\$1,081,400	WITHDRAW
Lot 21	\$31,800	WITHDRAW
Lot 22	\$34,400	WITHDRAW

2017 Lot 9 (all lots consolidated):

Tax Year	Original Assessment	Requested Tax Court Judgment
2017	\$17,411,700	\$15,000,000

2018 Lot 9 (all lots consolidated):

Tax Year	Original Assessment	Requested Tax Court Judgment
2018	\$17,441,700	\$14,000,000

BE IT FURTHER RESOLVED, that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the disposition as set forth above.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 6, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A-1

Eric M. Campo, Esquire
Attorney Identification No.: 026721998
COUNSEL TO GLOUCESTER COUNTY OFFICE OF ASSESSMENT
1200 North Delsea Drive – Building A
Clayton, New Jersey 08312
(856) 307-6425; Fax (856)307-6447

		TAX COURT OF NEW JERSEY COUNTY OF GLOUCESTER
BED, BATH & BEYOND,		
Plaintiff,		Docket Nos.: 005303-2016 001104-2017
v.		<i>Civil Action</i>
DEPTFORD TOWNSHIP,		Honorable Patrick DeAlmeida, P.J.T.C.
Defendant.		STIPULATION OF SETTLEMENT

1. It is **STIPULATED AND AGREED** that the assessment of the following property be adjusted and a judgment entered as follows:

Block 200	Lot 9	Unit Qualifier
Street Address 1765-75 Deptford Center Road		Year 2016

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$ 1,962,900</u>	N/A	WITHDRAW
Improvements	<u>\$14,301,200</u>		
Total	<u>\$16,264,100</u>		

Block 200	Lot 20	Unit Qualifier
Street Address 1745-55 Deptford Center Road		Year 2016

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$1,081,400</u>	N/A	WITHDRAW
Improvements	<u>\$-0-</u>		
Total	<u>\$1,081,400</u>		

Block 200	Lot 21	Unit Qualifier
Street Address Deptford Center Road		Year 2016

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$31,800</u>	N/A	WITHDRAW
Improvements	<u>\$-0-</u>		
Total	<u>\$31,800</u>		

Block 200	Lot 22	Unit Qualifier
Street Address Deptford Center Road		Year 2016

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$34,400</u>	N/A	WITHDRAW
Improvements	<u>\$-0-</u>		
Total	<u>\$34,400</u>		

2. It is **FURTHER AGREED** that in tax year 2017, Block 200, Lots 9, 20, 21, and 22 were consolidated and that all said Lots are now known as Block 200, Lot 9 (1765-75 Deptford Center Road). The assessment of the following property is therefore adjusted and a judgment entered as follows:

Block 200	Lot 9	Unit Qualifier
Street Address 1765-75 Deptford Center Road		Year 2017

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	\$ 3,110,500	N/A	\$ 3,110,500
Improvements	\$14,301,200		\$11,889,500
Total	\$17,411,700		\$15,000,000

3. The parties acknowledge that the Court may not have jurisdiction over the following provision of this Stipulation of Settlement. However, the parties agree that the assessment shall be as follows:

Block 200	Lot 9	Unit Qualifier
Street Address 1765-75 Deptford Center Road		Year 2018

	<u>ORIGINAL ASSESSMENT</u>	<u>2018 ASSESSMENT</u>
Land	\$ 3,110,500	\$ 3,110,500
Improvements	\$14,301,200	\$10,889,500
Total	\$17,411,700	\$14,000,000

4. The provisions of *N.J.S.A. 54:51A-8* (Freeze Act) shall not apply to 2016/2017 judgments.
5. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.

6. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
7. Plaintiff shall not file an appeal for tax year 2018 for the subject property except to enforce this settlement.
8. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.
9. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
10. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.
11. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

JANATA, LaCAP & HAZEN, LLP

Dated: _____

MICHAEL A. HAZEN, ESQUIRE
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: _____

ERIC M. CAMPO, ESQUIRE
Attorney for Office of Assessment

Dated: _____

ROBYN GLOCKER-HAMMOND, CTA
County Tax Assessor

Deptford Bed, Bath & Beyond

BL 200	Year	Assessment	Judgment	Difference	County Taxes	Total Taxes
L 9	2016	17,411,700	Withdraw	0	-	-
	2017	17,411,700	15,000,000	2,411,700	16,183	75,558

B-1

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO CLEAN AIR COMPANY, INC., FOR \$78,297.00

WHEREAS, the County, after due notice and advertisement, received sealed bids for the installation of a vehicle exhaust extraction system (or approved equal) for the Gloucester County Department of Emergency Response EMS Division Stations 82-5, 82-6, 83-1, 83-4, and 83-5; and

WHEREAS, after following proper public bidding procedure, it was determined that Clean Air Company, Inc., with offices at 428 New Brunswick Avenue, Fords, New Jersey 08863 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$78,297.00, as more specifically described in the bid specifications PD-017-044; and

WHEREAS, bids were publicly received and opened on August 22, 2017; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds pursuant in the amount of \$78,297.00, pursuant to C.A.F. # 17-07480 which \$46,978.20 shall be charged against budget line item C-04-17-020-250-20204 and \$31,318.80 shall be charged against budget line item C-04-17-020-250-20206.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Clean Air Company, Inc., for the installation of a vehicle exhaust extraction system, for a total contract amount of \$78,297.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 6, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

B-1

**CONTRACT BETWEEN
CLEAN AIR COMPANY, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 6TH day of **September, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **CLEAN AIR COMPANY, INC.**, of 428 New Brunswick Avenue, Fords, New Jersey 08863, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the installation of a vehicle exhaust extraction system (or approved equal) for the Gloucester County Department of Emergency Response EMS Division Stations 82-5, 82-6, 83-1, 83-4, and 83-5; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services as indicated in bid PD-017-044 or within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$78,297.00, as per PD-017-044.

Vendor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall as set forth in specifications identified as PD-017-044, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this

Contract, the Vendor agrees as follows:

The Vendor 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 Vendor 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 Vendor 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 Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, 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 Vendor 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 Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension,

revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this contract, then this contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this contract, shall be forthwith delivered to the County.

D. The County may terminate this contract for public convenience at any time by a notice in writing from the County to the Vendor. If the contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor.

F. Termination shall not operate to affect the validity of the indemnification provisions of this contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to reasonable costs, counsel fees and/or experts' fees), or

damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this contract. The Vendor'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.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

11. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this contract, or to act upon a breach of this contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **PARTIAL INVALIDITY.** In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.

14. **CHANGES.** This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

15. **NOTICES.** Notices required by this contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

17. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this contract, during the term of this contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This contract consists of this contract documents, and the specifications identified as PD-017-044, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract and the specifications, then this contract shall prevail. If there should occur a conflict between either this form of contract or the specifications and the bid package, then this contract and the

specifications shall prevail.

THIS CONTRACT is made effective this 6th day of September, 2017.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CLEAN AIR COMPANY, INC.

**By:
Title:**

<p>Bid Opening 08/22/2017 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE INSTALLATION OF A VEHICLE EXHAUST EXTRACTION SYSTEM (OR APPROVED EQUAL) FOR THE GLOUCESTER COUNTY DEPARTMENT OF EMERGENCY RESPONSE EMS DIVISION STATIONS 82-5, 82-6, 83-1, 83-4 AND 83-6 AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CL-01-GC & 16GLCP</p>				
	<p>VENDOR: Clean Air Company, Inc. 428 New Brunswick Avenue Ford's, NJ 08863 Greg Slavik, President 732-738-8816 732-738-4914 - Fax</p>	<p>VENDOR: Air-Deb Corp. 1625 Linden Avenue Alden, NY 14004 Debbie Anstett, President 716-812-3429 716-937-6059 - Fax</p>		
ITEM DESCRIPTION				
LUMP SUM FOR VEHICLE EXHAUST EXTRACTION SYSTEM (OR APPROVED EQUAL)	\$78,297.00	\$87,584.00		
Variations	None - Plyovent system offered	Discount of \$600 per station if all 5 stations purchased at once		
Will you extend your prices to local government entities within the County	YES	YES		
Bid Specifications sent to:	Driscoll Mechanical Eagle Construction Services ConstructConnect	Construction Information Systems Air Purifiers, Inc. Prime Vendor		
<p>Based upon the bids received, I recommend Clean Air Company, Inc. be awarded the contract as the lowest responsive, responsible bidder.</p>				
	Sincerely,			
	Kimberly Larter Purchasing			

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**
THIS NUMBER MUST APPEAR ON ALL INVOICES
NO. 17-07480

Pg 1

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O**
GLOUC. CO COMMUNICATION CENTER
1200 N. DELSEA DR., BUILDING B
CLAYTON, NJ 08312
856-307-7100

ORDER DATE: 08/25/17
REQUISITION NO: R7-07801
DELIVERY DATE:
STATE CONTRACT: PD-17-044
ACCOUNT NUM:

**V
E
N
D
O
R**
CLEAN AIR COMPANY, INC
428 NEW BRUNSWICK AVENUE
FORDS, NJ 08863
VENDOR #: CLEAN020

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
3.00/EA	INSTALLATION OF A VEHICLE EXHAUST EXTRACTION SYSTEM AS PER PD 017-044 82-5, 82-6, 83-1	C-04-17-020-250-20204 EMS - Station Diesel Exhaust Systems	15,659.4000	46,978.20
2.00/EA	INSTALLATION OF A VEHICLE EXHAUST EXTRACTION SYSTEM AS PER PD 017-044 83-4, 83-5	C-04-17-020-250-20206 EMS Station Start-Up Franklin Twp	15,659.4000	31,318.80
			TOTAL	78,297.00

CLAIMANT'S CERTIFICATION & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X	VENDOR SIGN HERE	DATE	TREASURER / CFO
	TAX ID NO. OR SOCIAL SECURITY NO.	DATE	PURCHASING DIRECTOR
MAIL VOUCHER WITH INVOICE TO THE 'SHIP TO' ADDRESS		DEPARTMENT HEAD	DATE

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-1

RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT AMENDMENTS WITH MID ATLANTIC STATES AND CAREER AND EDUCATION CENTER, INC. AND ST JOHN OF GOD COMMUNITY SERVICES TO ESTABLISH THE CONTRACT FUNDING FROM JULY 1, 2017 TO JUNE 30, 2018

WHEREAS, the County awarded a contract on June 10, 2015, per RFP# 015-020 to Mid Atlantic States and Career Education Center, Inc. (Mid Atlantic) and on June 24, 2015, per RFP# 015-026 to St John of God Community Services (St John of God) to provide community based programs to eligible residents; and

WHEREAS, the contracts were awarded for a five year term with the funding of the first contract year designated and future spending is calculated based upon available funding for the programs each successive year; and

WHEREAS, the County has determined that contract funding from July 1, 2017 to June 30, 2018 for Mid Atlantic will be in an amount not to exceed \$197,655.00, and in an amount not to exceed \$133,500.00 for St John of God; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchases being made and/or services rendered pursuant to the within agreements, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item from the County budget from which said funds will be paid; and

WHEREAS, all other terms and provisions of the original contracts that have not been amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the Amendments to the contracts with Mid Atlantic and St John of God adjusting the contract amounts from July 1, 2017 to June 30, 2018 not to exceed \$197,655.00 for Mid Atlantic, and not to exceed \$133,500.00 for St John of God; and

BE IT FURTHER RESOLVED, that all other terms and provisions of the original contract shall remain in full force and effect; and

BE IT FURTHER RESOLVED, before any purchase be made and/or services rendered pursuant to the within award, a Certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, September 6, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

C-1

**CONTRACT AMENDMENT
BETWEEN
ST. JOHN OF GOD COMMUNITY SERVICES
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract which was entered into on the 24TH of June, 2015 (Per RFP #015-026), by and between St. John of God Community Services and the County of Gloucester.

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, Contractor and County hereby agree to amend the contract as follows:

Funding from the New Jersey Department of Labor and Workforce Development has resulted in the Contract being amended to an amount not to exceed \$133,500.00 from July 1, 2017 to June 30, 2018.

A Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

All other terms and provisions of the contract and conditions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

THIS AMENDMENT is effective as of the 6th day of September, 2017.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ST. JOHN OF GOD COMMUNITY
SERVICES**

By:
Title:

C-1

**CONTRACT AMENDMENT
BETWEEN
MID ATLANTIC STATES CAREER AND EDUCATION CENTER, INC.
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract which was entered into on the 10th of June, 2015 (Per RFP #015-020), by and between Mid Atlantic States Career and Education Center, Inc. and the County of Gloucester.

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, Contractor and County hereby agree to amend the contract as follows:

Funding from the New Jersey Department of Labor and Workforce Development has resulted in the Contract being amended in an amount not to exceed \$197,655.00 from July 1, 2017 to June 30, 2018.

A Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

All other terms and provisions of the contract and conditions set forth therein that are consistent with the Amendment and State requirements, shall remain in full force and effect.

THIS AMENDMENT is effective as of the 6th day of September, 2017.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**MID ATLANTIC STATES CAREER
AND EDUCATION CENTER, INC.**

By:
Title:

C-2

**RESOLUTION AUTHORIZING AGREEMENTS WITH SIX NONPROFIT AGENCIES
FOR PUBLIC SERVICE PROJECTS FROM SEPTEMBER 1, 2017 TO AUGUST 31,
2018**

WHEREAS, the County is entitled to Community Development Block Grant Entitlement Funds to be used for programs as specifically set forth in the Community Development Consolidated Plan submitted to the U.S. Department of Housing and Urban Development; and

WHEREAS, the County, as applicant, has primary responsibility for administering the funds and pursuant to the provisions of 24 CFR 570 may delegate the implementation of certain community development activities to subrecipients located within the County pursuant to its application and Action Plan; and

WHEREAS, the County requested proposals via RFP# 017-022 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process and the following subrecipients have proposed activities to be carried out pursuant to an approved public service activity with the use of CDBG funds:

- **Food Bank of South Jersey, Inc.**, for the provision of nutritional programs for children, in an amount not to exceed \$45,000.00;
- **Center for Family Services, Inc.**, for the provision of at-risk youth shelter services, in an amount not to exceed \$20,000.00;
- **Robins' Nest, Inc.**, for the provision of children's mental health services, in an amount not to exceed \$20,000.00;
- **Boys & Girls Clubs of Gloucester County, Inc.**, for the operation the Paulsboro Teen Multi-Media & Leadership Center, in the amount not to exceed \$30,000.00;
- **Tri-County Community Action Agency, Inc. d/b/a Gateway Community Action Partnership**, for the provision of youth and childcare services through a Headstart Program in Monroe Township, Paulsboro, Swedesboro and Glassboro, in an amount not to exceed \$35,000.00;
- **Newfield Terrace Community Action Organization**, for the provision of educational and after school programs for children, in an amount not to exceed \$10,000.00; and

WHEREAS, pursuant to the proposals submitted by the subrecipients, these agreements shall be for estimated units of service, on an as-needed basis, from September 1, 2017 to August 31, 2018; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended contract and prior to any services rendered pursuant to the within contract, a Certificate of Availability must be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular service, identifying the line item from the County Budget out of which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of agreements with the various subrecipients set forth above to administer CDBG funds from September 1, 2017 to August 31, 2018 in the amounts specified; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that a copy of this Resolution and the contracts are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts law; and

BE IT FURTHER RESOLVED, before any purchase be made and/or services rendered pursuant to the within award, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 6, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

HUD GRANT NO: B-17-UC-34-0109
AMOUNT: \$45,000.00
GC AGREEMENT NO: CD-17-PS#3

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
FOOD BANK OF SOUTH JERSEY, INC.**

THIS AGREEMENT, made and entered into on the 1st day of **September, 2017** by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "County", and the **Food Bank of South Jersey, Inc.**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2017** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2017-2018** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Subrecipient Monitoring Policy requirements included as Exhibit 4; with the Lease Agreement requirements included as Exhibit 5, if applicable; and, with the property use requirements included as Exhibit 6, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2017 to August 31, 2018.

Subrecipient shall be paid in accordance with this Agreement upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Subrecipient shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
- B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. “Force Account” Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

6. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the “Common Rule” provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including “Direct Services” and “Presumed Benefit”) activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG eligible persons served by activities receiving CDBG

assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers 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, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and

clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties’ governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

19. Termination Date – The termination date of this Agreement is **August 31, 2018**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
- a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of

CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
 - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and

A-133, as applicable and as may be amended. These documents are incorporated as a part of this Agreement by reference, herein.

The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. **PERFORMANCE**

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

Food Bank of South Jersey, Inc.

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: **Robert M. Damminger, Freeholder Director**
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **Laurie J. Burns, Clerk of the Board**
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

**COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS**

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph I;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Food Bank of South Jersey, Inc.: KidzPack and School Pantry, and Summer Feeding

Locations (not all inclusive):

1. Parkview Elementary School, 101 Birch Ave, Westville, NJ 08093
2. Holly Bush Garden Apts, 252 Ruth Avenue, Glassboro, NJ 08028
3. Gateway HS, 775 Woodbury Heights, Deptford, NJ 08096
4. National Park School, 516 Lakehurst Ave, National Park, NJ 08063
5. Saint Thomas Ministries & Glassboro Public School, 212 N. Main St, Glassboro, NJ 08028
6. Clayton School, 300 W Chestnut St., Clayton, NJ 08312
7. Hispanic Family Center Woodbury, 21 Delaware Ave, Woodbury 08096
8. New Life in Christ Ministries, 895 Delsea Drive, Franklinville NJ
9. Revival Center of Woodbury, 1023 N. Evergreen Ave Woodbury, NJ
10. Greater Woodbury Cooperative Ministries c/o Presbyterian Church at Woodbury, 67 S. Broad St, Woodbury

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name -- Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification – Paragraph 0

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Food Bank of South Jersey, Inc.**
Activity Name: **KidzPak, School Pantry, and Summer Feeding**
Activity Number: **CD-17-PS#3**

ACTIVITY DESCRIPTION

The total **PY 2017-2018 CDBG** budget for this activity shall not exceed **\$45,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2018**.

The Food Bank of SJ is a non-profit and Community based organization which will offer 3 nutrition programs, KidzPak, School Pantry, and Summer Feeding to low income children. All programs are age appropriate for children between 6 and 18 years of age. The target areas where these programs will take place include but are not limited to:

Locations:

1. Parkview Elementary School, 101 Birch Ave, Westville, NJ 08093
2. Holly Bush Garden Apts, 252 Ruth Avenue, Glassboro, NJ 08028
3. Gateway HS, 775 Woodbury Heights, Deptford, NJ 08096
4. National Park School, 516 Lakehurst Ave, National Park, NJ 08063
5. Saint Thomas Ministries & Glassboro Public School, 212 N. Main St, Glassboro, NJ 08028
6. Clayton School, 300 W Chestnut St., Clayton, NJ 08312
7. Hispanic Family Center Woodbury, 21 Delaware Ave, Woodbury 08096
8. New Life in Christ Ministries, 895 Delsea Drive, Franklinville NJ
9. Revival Center of Woodbury, 1023 N. Evergreen Ave Woodbury, NJ
10. Greater Woodbury Cooperative Ministries c/o Presbyterian Church at Woodbury, 67 S. Broad St, Woodbury

The Food Bank of SJ, Inc. with its nutritional programs will serve approximately 1000 of food insecure children living in Gloucester County living on or below the federal poverty level.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
 2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
 3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
 - time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient
-

- contractor payroll for Davis-Bacon verification, as applicable
 - program income, if any
4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
 5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
 6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
 - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
 - The County will complete its formal monitoring evaluation of its subrecipients no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
 - progress toward achievement of assignment
 - compliance with program requirements
 - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
 - staffing adequacy and quality of performance
 - adjustments necessary (if any) to the assignment
 - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	
	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____ Date: _____	

II. EVALUATOR REVIEWED

- | | | |
|---|--|--|
| <input type="checkbox"/> Funding Application | <input type="checkbox"/> Program Files | <input type="checkbox"/> Audit |
| <input type="checkbox"/> Program | <input type="checkbox"/> Agreement/Budget Client | <input type="checkbox"/> Files |
| <input type="checkbox"/> Demands/Invoices | <input type="checkbox"/> Personnel/Volunteer Files | <input type="checkbox"/> Current |
| <input type="checkbox"/> Quarterly Reports/Backup Budget/Sources&Uses | <input type="checkbox"/> Accounting Files & Procedures | |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Previous Monitoring Reports | <input type="checkbox"/> Marketing Materials |

III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
- Area Benefit (Census Tract #: _____)
- Presumed Beneficiary (Specify: _____)
-
- Urgent Need

51% Low / Mod
Prevention or elimination of slums or blight

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) _____

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

Describe the program's intake and service delivery process: _____

List program contracted goals:

<u>Objective</u>	<u>Performance</u> (as of _____)
1.	
2.	
3.	

Is the program meeting its contracted goals? YES NO If not, explain why not? _____

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). _____

_____ Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

What is the process of summarizing client records into reports? _____

Does the subrecipient submit timely quarterly reports? YES NO

Does the subrecipient use unduplicated numbers on quarterly reports? YES NO

Problems/issues indicated on quarterly reports: _____

.

VI. PROGRAM RECORDKEEPING

Program Files

- Files available & accessible 5-year file retention
- Copy of contract & monitoring procedures for subcontractor, if applicable (N/A) Current income limits in file

Client Files

- | | |
|---|---|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted | <input type="checkbox"/> Female Head of household |
| <input type="checkbox"/> identified | <input type="checkbox"/> Date client applied for |
| <input type="checkbox"/> Urban County Resident? | <input type="checkbox"/> Household Income level provided |
| <input type="checkbox"/> services | <input type="checkbox"/> Source & amount of all household |
| <input type="checkbox"/> Documentation on the type & duration of services | <input type="checkbox"/> ethnic categories used |
| <input type="checkbox"/> Number in household | <input type="checkbox"/> Job placement information |
- income
Ethnicity, age, gender of applicant
Follow-up services

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

NO

YES

- | | | |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files? | | |

VIII. MARKETING

Describe method of outreach/advertising the program. _____

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

- YES NO

Is a Fair Housing logo displayed? YES NO N/A

IX. ORGANIZATION INFORMATION

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

Does the organization have personnel policies, drug policy and affirmative action policy? YES NO

Does the organization have policies and procedures to address personnel complaints? YES NO

Does the organization have policies and procedures to address client complaints? YES NO

Are Equal Opportunity posters displayed? YES NO

Are there any staffing issues? YES NO If Yes, explain. _____

Are there staff turnover concerns? YES NO If Yes, explain. _____

How many volunteers are working on the program? _____

Are volunteers trained as necessary? YES NO

How are volunteer hours tracked? _____

.

X. OTHER INFORMATION

In what areas are technical assistance/training needed? _____

.



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____	Date: _____

II. FINANCES

Total amount budgeted for this program year: _____

Total amount expended through quarter ending _____: _____

Total amount of CDBG disbursements through quarter ending _____: _____

Timely submission of demands YES NO If No, explain. _____

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: _____

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

- 1. Are budgets compared to actual expenses/revenues during the year? YES NO
- 2. Are significant variances from the budget researched and explained? YES NO
- 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? YES NO
- 4. Are receipts logged at the time mail is opened? YES NO
- 5. Who deposits receipts into the bank? _____
- 6. Who compares the deposits to the log of receipts? _____
- 7. Who posts the receipts into the accounting system? _____
- 8. Who approves invoices for payment? _____
- 9. Who codes the invoice/check request for program and funding source? _____
- 10. Who prepares the checks? _____
- 11. Who signs the checks? 12. Who mails the checks? _____
- 13. Who posts the disbursements into the accounting system? _____
- 14. Who is primarily responsible for program accounting? _____
- 15. Are bank accounts reconciled timely and reviewed by an independent person? YES NO
- 16. Are timesheets signed by the employee and supervisor? YES NO
- 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? YES NO
- 18. Is there an accounting procedure manual? Is it up to date? YES NO
- 19. Are fees charged for services? YES NO
- 20. Is program income generated? Is it properly reported? YES NO
- 21. Are outstanding audit findings resolved? YES NO
- 22. Are employee taxes paid? YES NO

EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]

HUD GRANT NO: B-17-UC-34-0109
AMOUNT: \$20,000.00
GC AGREEMENT NO: CD-17-PS#2

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
CENTER FOR FAMILY SERVICES, INC.**

THIS AGREEMENT, made and entered into on the 1st day of **September, 2017** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "County", and the **Center for Family Services, Inc.**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2017-2018** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2017** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Subrecipient Monitoring Policy requirements included as Exhibit 4; with the Lease Agreement requirements included as Exhibit 5, if applicable; and, with the property use requirements included as Exhibit 6, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** -- The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2017 to August 31, 2018.

Subrecipient shall be paid in accordance with this Agreement upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Subrecipient shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. “Force Account” Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

6. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the “Common Rule” provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including “Direct Services” and “Presumed Benefit”) activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG eligible persons served by activities receiving CDBG

assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the “continued use” provisions of this agreement, as specified in Exhibit 2, “Scope of Services.” The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. Subrecipient’s Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
8. “Hold Harmless” – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.
10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers 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, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties’ governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **August 31, 2018**.

20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
- b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
- d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
 - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable and as amended. These documents are incorporated as a part of this Agreement by reference, herein.
The referenced documents are also available from the Gloucester County Community Development

Program, upon request.

23. **PERFORMANCE**

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

Center for Family Services, Inc.

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: **Robert M. Damminger, Freeholder Director**
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **Laurie J. Burns, Clerk of the Board**
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
 8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

**Center for Family Services, Inc.
 Together Youth Shelter
 301 Greentree Road
 Glassboro, NJ 08028**

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).

2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.

3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.

5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).

6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Center for Family Services, Inc.**
Activity Name: **Together Youth Shelter – Get Fit Program**
Activity Number: **CD-17-PS#2**

ACTIVITY DESCRIPTION

The total **PY 2017-2018 CDBG** budget for this activity shall not exceed **\$20,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2018**.

Center for Family Services Together Youth Shelter provides healthy recreation and nutritional education services through a health assessment process and residential counselor/recreational specialist to youth between the ages of 9 and 18, (19 year olds are considered if appropriate and still in high school or an educational program) as well as their families. The Let's Move health assessment program is inclusive in these services which include emergency shelter; individual, group and family counseling; medical services; and advocacy with a variety of agencies. In addition, services include food and clothing, recreation, and information and referrals. There is no fee for services. CFS also offers Street Outreach Services for homeless youth and an after school program, the Family Support Center, for Gloucester County youth and their families. The CFS Together Youth Shelter has been in operation since 1976 and has provided services to the Gloucester County since 1980. The projects mission is to improve homeless youth's access to and understanding of healthy recreation and nutrition habits through the development of positive pro-social activities that will promote healthy relationships, community service, and leadership development.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
 2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
 3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
 - time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient
-

- contractor payroll for Davis-Bacon verification, as applicable
 - program income, if any
4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
 5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
 6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
 - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
 - The County will complete its formal monitoring evaluation of its subrecipients no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
 - progress toward achievement of assignment
 - compliance with program requirements
 - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
 - staffing adequacy and quality of performance
 - adjustments necessary (if any) to the assignment
 - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit: _____		Contract Amount: _____	
Contract Period: _____		_____	
Program Name/#: _____			
Subrecipient Name: _____			
Subrecipient Staff Interviewed: Name/Title		Responsibilities	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
_____	_____	_____	
Evaluator Name: _____			
Signature of Evaluator: _____		Date: _____	

II. EVALUATOR REVIEWED

- | | | |
|---|--|----------------------------------|
| <input type="checkbox"/> Funding Application | <input type="checkbox"/> Program Files | <input type="checkbox"/> Audit |
| <input type="checkbox"/> Program | <input type="checkbox"/> Agreement/Budget Client | <input type="checkbox"/> Files |
| <input type="checkbox"/> Demands/Invoices | <input type="checkbox"/> Personnel/Volunteer Files | <input type="checkbox"/> Current |
| <input type="checkbox"/> Quarterly Reports/Backup Budget/Sources&Uses | <input type="checkbox"/> Accounting Files & Procedures | |
| <input type="checkbox"/> Correspondence | | |
- Previous Monitoring Reports Marketing Materials

III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
- Area Benefit (Census Tract #: _____)
- Presumed Beneficiary (Specify: _____)
-
- Urgent Need

51% Low / Mod
Prevention or elimination of slums or blight

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) _____

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

Describe the program's intake and service delivery process: _____

List program contracted goals:

<u>Objective</u>	<u>Performance (as of _____)</u>
1.	
2.	
3.	

Is the program meeting its contracted goals? YES NO If not, explain why not? _____

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). _____

_____ Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

What is the process of summarizing client records into reports? _____

Does the subrecipient submit timely quarterly reports? YES NO

Does the subrecipient use unduplicated numbers on quarterly reports? YES NO

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

- Files available & accessible 5-year file retention
 Copy of contract & monitoring procedures for subcontractor, if applicable (N/A) Current income limits in file

Client Files

- | | |
|---|---|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted | <input type="checkbox"/> Female Head of household |
| <input type="checkbox"/> identified | <input type="checkbox"/> Date client applied for |
| <input type="checkbox"/> Urban County Resident? | <input type="checkbox"/> Household Income level provided |
| <input type="checkbox"/> services | <input type="checkbox"/> Source & amount of all household |
| <input type="checkbox"/> Documentation on the type & duration of services | <input type="checkbox"/> ethnic categories used |
| <input type="checkbox"/> Number in household | <input type="checkbox"/> Job placement information |
- income
 Ethnicity, age, gender of applicant Updated
 Follow-up services Job placement information

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

- | | |
|---|---|
| | YES |
| NO | |
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?
YES NO | <input type="checkbox"/> <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?
YES NO | <input type="checkbox"/> <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files? | <input type="checkbox"/> <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files? | <input type="checkbox"/> <input type="checkbox"/> |

VIII. MARKETING

Describe method of outreach/advertising the program. _____

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?
 YES NO

Is a Fair Housing logo displayed? YES NO N/A

IX. ORGANIZATION INFORMATION

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

- | | | |
|---|--------------------------|--------------------------|
| Does the organization have personnel policies, drug policy and affirmative action policy? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address personnel complaints? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address client complaints? | <input type="checkbox"/> | <input type="checkbox"/> |
| Are Equal Opportunity posters displayed? | <input type="checkbox"/> | <input type="checkbox"/> |

Are there any staffing issues? YES NO If Yes, explain. _____

Are there staff turnover concerns? YES NO If Yes, explain. _____

How many volunteers are working on the program? _____

Are volunteers trained as necessary? YES NO

How are volunteer hours tracked? _____

X. OTHER INFORMATION

In what areas are technical assistance/training needed? _____



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit:	_____	Contract Amount:	_____
Contract Period:	_____		
Program Name/#:	_____		
Subrecipient Name:	_____		
Subrecipient Staff Interviewed: Name/Title		Responsibilities	
	_____		_____
	_____		_____
	_____		_____
	_____		_____
Evaluator Name:	_____		
Signature of Evaluator:	_____	Date:	_____

II. FINANCES

Total amount budgeted for this program year: _____

Total amount expended through quarter ending _____: _____

Total amount of CDBG disbursements through quarter ending _____: _____

Timely submission of demands YES NO If No, explain. _____

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: _____

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

- 1. Are budgets compared to actual expenses/revenues during the year? YES NO
- 2. Are significant variances from the budget researched and explained? YES NO
- 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? YES NO
- 4. Are receipts logged at the time mail is opened? YES NO
- 5. Who deposits receipts into the bank? _____
- 6. Who compares the deposits to the log of receipts? _____
- 7. Who posts the receipts into the accounting system? _____
- 8. Who approves invoices for payment? _____
- 9. Who codes the invoice/check request for program and funding source? _____
- 10. Who prepares the checks? _____
- 11. Who signs the checks? 12. Who mails the checks? _____
- 13. Who posts the disbursements into the accounting system? _____
- 14. Who is primarily responsible for program accounting? _____
- 15. Are bank accounts reconciled timely and reviewed by an independent person? YES NO
- 16. Are timesheets signed by the employee and supervisor? YES NO
- 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? YES NO
- 18. Is there an accounting procedure manual? Is it up to date? YES NO
- 19. Are fees charged for services? YES NO
- 20. Is program income generated? Is it properly reported? YES NO
- 21. Are outstanding audit findings resolved? YES NO
- 22. Are employee taxes paid? YES NO

EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]

HUD GRANT NO: B-17-UC-34-0109
AMOUNT: \$20,000.00
GC AGREEMENT NO: CD-17-PS#6

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
ROBIN'S NEST, INC.**

THIS AGREEMENT, made and entered into on the 1st day of **September, 2017** by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and **Robin’s Nest, Inc.** a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2017** Community Development Block Grant, hereinafter referred to as “CDBG” under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2017-2018** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Subrecipient Monitoring Policy requirements included as Exhibit 4; with the Lease Agreement requirements included as Exhibit 5, if applicable; and, with the property use requirements included as Exhibit 6, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2017 to August 31, 2018.

Subrecipient shall be paid in accordance with this Agreement upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Subrecipient shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
- B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

- 5.. “Force Account” Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

6. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the “Common Rule” provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including “Direct Services” and “Presumed Benefit”) activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG eligible persons served by activities receiving CDBG

assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
 11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers 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, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
 12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
 13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
-

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
 15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
 16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
 17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
 18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties’ governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
 19. Termination Date – The termination date of this Agreement is **August 31, 2018**.
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20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
- b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
- d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
 - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable and amended. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.
-

23. PERFORMANCE

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

Robin's Nest, Inc.

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: Robert M. Damminger, Freeholder Director
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: Laurie J. Burns, Clerk of the Board
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

- (n) To the best of its knowledge and belief:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph I;
 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Robin's Nest, Inc. – Danellie Counseling Center
 42 S. Delsea Drive
 Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

 Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).

2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.

3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.

5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).

6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Robin's Nest, Inc.**

Activity Name: **Parent-Child Interaction Therapy (PCIT)**

Activity Number: **CD-17-PS#6**

ACTIVITY DESCRIPTION

The total **PY 2017-2018 CDBG** budget for this activity shall not exceed **\$20,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2018**.

Robin's Nest, Inc. will be funded for the implementation of its Parent-Child Interaction Therapy Program to provide counseling services to 50 children from between the ages of 2 and 8 residing in low-moderate income households. These services include 16 sessions for each child with a Masters level therapist that focuses on improving the quality of the parent child relationship in order to reduce symptoms of Oppositional Defiant Disorder, Attention Deficit Hyperactivity Disorder and Conduct Disorder. There are numerous studies supporting PCIT as an effective evidenced based intervention for disruptive disorders in young children. All activities will be performed through the Danellie Counseling Center of Robins Nest. Robins Nest, Inc. has been in operation since 1968 providing its children advocacy services to the residents of Gloucester County.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
 2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
 3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
 - time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient
-

- contractor payroll for Davis-Bacon verification, as applicable
 - program income, if any
4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
 5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
 6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
 - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
 - The County will complete its formal monitoring evaluation of its subrecipients no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
 - progress toward achievement of assignment
 - compliance with program requirements
 - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
 - staffing adequacy and quality of performance
 - adjustments necessary (if any) to the assignment
 - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	
	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____ Date: _____	

II. EVALUATOR REVIEWED

- | | | |
|--|--|----------------------------------|
| <input type="checkbox"/> Funding Application | <input type="checkbox"/> Program Files | <input type="checkbox"/> Audit |
| <input type="checkbox"/> Program | <input type="checkbox"/> Agreement/Budget Client | <input type="checkbox"/> Files |
| <input type="checkbox"/> Demands/Invoices | <input type="checkbox"/> Personnel/Volunteer Files | <input type="checkbox"/> Current |
| <input type="checkbox"/> Quarterly Reports/Backup
Budget/Sources&Uses | <input type="checkbox"/> Accounting Files & Procedures | |
| <input type="checkbox"/> Correspondence | Previous Monitoring Reports | Marketing Materials |

III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
- Area Benefit (Census Tract #: _____)
- Presumed Beneficiary (Specify: _____)
-
-
- Urgent Need

51% Low / Mod
Prevention or elimination of slums or blight

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) _____

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

Describe the program's intake and service delivery process: _____

List program contracted goals:

<u>Objective</u>	<u>Performance</u> (as of _____)
1.	
2.	
3.	

Is the program meeting its contracted goals? YES NO If not, explain why not? _____

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). _____

Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

What is the process of summarizing client records into reports? _____

Does the subrecipient submit timely quarterly reports? YES NO

Does the subrecipient use unduplicated numbers on quarterly reports? YES NO

Problems/issues indicated on quarterly reports: _____

.

VI. PROGRAM RECORDKEEPING

Program Files

- Files available & accessible 5-year file retention
- Copy of contract & monitoring procedures for subcontractor, if applicable (N/A) Current income limits in file

Client Files

- | | |
|--|---|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted identified | <input type="checkbox"/> Female Head of household |
| <input type="checkbox"/> Urban County Resident? services | <input type="checkbox"/> Date client applied for |
| <input type="checkbox"/> Documentation on the type & duration of services | <input type="checkbox"/> Household Income level provided |
| <input type="checkbox"/> Number in household income | <input type="checkbox"/> Source & amount of all household |
| Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| Follow-up services | <input type="checkbox"/> Job placement information |

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

- | | NO | YES |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files? | | |

VIII. MARKETING

Describe method of outreach/advertising the program. _____

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

- YES NO

Is a Fair Housing logo displayed? YES NO N/A

IX. ORGANIZATION INFORMATION

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

- | | | |
|---|--------------------------|--------------------------|
| Does the organization have personnel policies, drug policy and affirmative action policy? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address personnel complaints? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address client complaints? | <input type="checkbox"/> | <input type="checkbox"/> |
| Are Equal Opportunity posters displayed? | <input type="checkbox"/> | <input type="checkbox"/> |

Are there any staffing issues? YES NO If Yes, explain. _____

Are there staff turnover concerns? YES NO If Yes, explain. _____

How many volunteers are working on the program? _____

Are volunteers trained as necessary? YES NO

How are volunteer hours tracked? _____

X. OTHER INFORMATION

In what areas are technical assistance/training needed? _____



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit:	_____	Contract Amount:	_____
Contract Period:	_____		
Program Name/#:	_____		
Subrecipient Name:	_____		
Subrecipient Staff Interviewed: Name/Title		Responsibilities	
	_____		_____
	_____		_____
	_____		_____
	_____		_____
Evaluator Name:	_____		
Signature of Evaluator:	_____	Date:	_____

II. FINANCES

Total amount budgeted for this program year: _____

Total amount expended through quarter ending _____: _____

Total amount of CDBG disbursements through quarter ending _____: _____

Timely submission of demands YES NO If No, explain. _____

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: _____

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|---------------------------------|
| 1. Are budgets compared to actual expenses/revenues during the year? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 2. Are significant variances from the budget researched and explained? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 4. Are receipts logged at the time mail is opened? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 5. Who deposits receipts into the bank? | | | | _____ |
| 6. Who compares the deposits to the log of receipts? | | | | _____ |
| 7. Who posts the receipts into the accounting system? | | | | _____ |
| 8. Who approves invoices for payment? | | | | _____ |
| 9. Who codes the invoice/check request for program and funding source? | | | | _____ |
| 10. Who prepares the checks? | | | | _____ |
| 11. Who signs the checks? 12. Who mails the checks? | | | | _____ |
| 13. Who posts the disbursements into the accounting system? | | | | _____ |
| 14. Who is primarily responsible for program accounting? | | | | _____ |
| 15. Are bank accounts reconciled timely and reviewed by an independent person? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 16. Are timesheets signed by the employee and supervisor? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 18. Is there an accounting procedure manual? Is it up to date? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 19. Are fees charged for services? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 20. Is program income generated? Is it properly reported? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 21. Are outstanding audit findings resolved? | | | | |
| 22. Are employee taxes paid? | | | | |

EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]

HUD GRANT NO: B-17-UC-34-0109
AMOUNT: \$30,000.00
GC AGREEMENT NO: CD-17-PS#1

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOYS & GIRLS CLUBS OF GLOUCESTER COUNTY, INC.**

THIS AGREEMENT, made and entered into on the 1st day of **September, 2017** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the **County**", and the **Boys & Girls Clubs of Gloucester County, Inc.**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2017** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2017-2018** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Recipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Subrecipient Monitoring Policy requirements included as Exhibit 4; with the Lease Agreement requirements included as Exhibit 5, if applicable; and, with the property use requirements included as Exhibit 6, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. Use of Funds -- The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2017 to August 31, 2018.

Subrecipient shall be paid in accordance with this Agreement upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Subrecipient shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
- B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. “Force Account” Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

6. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the “Common Rule” provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including “Direct Services” and “Presumed Benefit”) activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried

out for all persons served and on CDBG eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG-R funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

The Subrecipient shall ensure that the numbers, background and qualifications of the Subrecipient's staff providing any related services at all times are the appropriate for the enrolled client population at the facility and meet at least the minimum standards established by the pertinent licensing bodies.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.

The Subrecipient shall maintain facilities at all times in conformance with all applicable codes, licensing, and other requirements for the operation of the program. This will include all requirements for lead based paint testing and abatement, as necessary. The facilities must be handicapped accessible, and organized into separate areas appropriate for each age groupings being served.

The Subrecipient shall conduct outreach through flyers, public service announcements, networking with local agencies, scheduling of open houses and other means to inform the low- and moderate income community of the availability of the fully-subsidized client slots available, and to ensure sufficient demand to maintain enrollment. All descriptions of the program will emphasize that the center is handicapped accessible.

8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers 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, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to

the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.

18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **August 31, 2018**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in

Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.

E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.

F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.

22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable and amended. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. **PERFORMANCE**

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

Boys & Girls Clubs of Gloucester County, Inc.

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: **Robert M. Damminger, Freeholder Director**
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **Laurie J. Burns, Clerk of the Board**
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing its appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

- (n) To the best of its knowledge and belief:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
 3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph I;
 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Boys & Girls Clubs of Gloucester County, Inc.
 916 Penn Line Road
 Paulsboro, NJ 08066

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature – President

Typed Name – President

 Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title -- Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).

2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.

3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.

5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).

6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Boys & Girls Clubs of Gloucester County, Inc.**

Activity Name: **Boys & Girls Club –Teen Center Multi Media Leadership for Youth Program**

Activity Number: **CD-17-PS#1**

ACTIVITY DESCRIPTION

The total **PY 2017-2018 CDBG** budget for this activity shall not exceed **\$30,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2018**.

The Boys & Girls Clubs of Gloucester County, Inc. is requesting funding to provide low income teens with access to a safe enriching environment at the three (3) locations of the GC Boys & Girls Clubs with the base at the Teen Center in Paulsboro for after school activities until 8pm. The program involves participants in every aspect of multimedia while learning and experiencing the power and influence of media communications working on actual programs for youth, community groups and businesses. The Boys & Girls Clubs of Gloucester County, Inc. has been the forefront of youth development, working with young people from disadvantaged economic, social and family circumstances. The program anticipates to serve 50-75 youth.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
 - time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient

- contractor payroll for Davis-Bacon verification, as applicable
 - program income, if any
4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
 5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
 6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
 - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
 - The County will complete its formal monitoring evaluation of its subrecipients no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
 - progress toward achievement of assignment
 - compliance with program requirements
 - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
 - staffing adequacy and quality of performance
 - adjustments necessary (if any) to the assignment
 - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____ Date: _____	

II. EVALUATOR REVIEWED

- | | | |
|---|--|--|
| <input type="checkbox"/> Funding Application | <input type="checkbox"/> Program Files | <input type="checkbox"/> Audit |
| <input type="checkbox"/> Program | <input type="checkbox"/> Agreement/Budget Client | <input type="checkbox"/> Files |
| <input type="checkbox"/> Demands/Invoices | <input type="checkbox"/> Personnel/Volunteer Files | <input type="checkbox"/> Current |
| <input type="checkbox"/> Quarterly Reports/Backup Budget/Sources&Uses | <input type="checkbox"/> Accounting Files & Procedures | |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Previous Monitoring Reports | <input type="checkbox"/> Marketing Materials |

III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
 - Area Benefit (Census Tract #: _____)
 - Presumed Beneficiary (Specify: _____)
 -
-
- Urgent Need

51% Low / Mod
Prevention or elimination of slums or blight

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) _____

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

Describe the program's intake and service delivery process: _____

List program contracted goals:

<u>Objective</u>	<u>Performance (as of _____)</u>
1.	
2.	
3.	

Is the program meeting its contracted goals? YES NO If not, explain why not? _____

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). _____

Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

What is the process of summarizing client records into reports? _____

Does the subrecipient submit timely quarterly reports? YES NO

Does the subrecipient use unduplicated numbers on quarterly reports? YES NO

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

- Files available & accessible 5-year file retention
- Copy of contract & monitoring procedures for subcontractor, if applicable (N/A) Current income limits in file

Client Files

- | | |
|--|--|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted identified | <input type="checkbox"/> Female Head of household |
| <input type="checkbox"/> Urban County Resident? | <input type="checkbox"/> Date client applied for services |
| <input type="checkbox"/> Documentation on the type & duration of services | <input type="checkbox"/> Household Income level provided |
| <input type="checkbox"/> Number in household income | <input type="checkbox"/> Source & amount of all household income |
| Ethnicity, age, gender of applicant | Updated ethnic categories used |
| Follow-up services | Job placement information |

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

NO

YES

- | | | |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files? | <input type="checkbox"/> | <input type="checkbox"/> |

VIII. MARKETING

Describe method of outreach/advertising the program. _____

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

- YES NO

Is a Fair Housing logo displayed? YES NO N/A

IX. ORGANIZATION INFORMATION

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

- | | | |
|---|--------------------------|--------------------------|
| Does the organization have personnel policies, drug policy and affirmative action policy? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address personnel complaints? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address client complaints? | <input type="checkbox"/> | <input type="checkbox"/> |
| Are Equal Opportunity posters displayed? | <input type="checkbox"/> | <input type="checkbox"/> |

Are there any staffing issues? YES NO If Yes, explain. _____

Are there staff turnover concerns? YES NO If Yes, explain. _____

How many volunteers are working on the program? _____

Are volunteers trained as necessary? YES NO

How are volunteer hours tracked? _____

X. OTHER INFORMATION

In what areas are technical assistance/training needed? _____



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____ Date: _____	

II. FINANCES

Total amount budgeted for this program year: _____

Total amount expended through quarter ending _____: _____

Total amount of CDBG disbursements through quarter ending _____: _____

Timely submission of demands YES NO If No, explain. _____

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: _____

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

- 1. Are budgets compared to actual expenses/revenues during the year? YES NO
- 2. Are significant variances from the budget researched and explained? YES NO
- 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? YES NO
- 4. Are receipts logged at the time mail is opened? YES NO
- 5. Who deposits receipts into the bank? _____
- 6. Who compares the deposits to the log of receipts? _____
- 7. Who posts the receipts into the accounting system? _____
- 8. Who approves invoices for payment? _____
- 9. Who codes the invoice/check request for program and funding source? _____
- 10. Who prepares the checks? _____
- 11. Who signs the checks? 12. Who mails the checks? _____
- 13. Who posts the disbursements into the accounting system? _____
- 14. Who is primarily responsible for program accounting? _____
- 15. Are bank accounts reconciled timely and reviewed by an independent person? YES NO
- 16. Are timesheets signed by the employee and supervisor? YES NO
- 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? YES NO
- 18. Is there an accounting procedure manual? Is it up to date? YES NO
- 19. Are fees charged for services? YES NO
- 20. Is program income generated? Is it properly reported? YES NO
- 21. Are outstanding audit findings resolved? YES NO
- 22. Are employee taxes paid? YES NO

EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]

HUD GRANT NO: B-17-UC-34-0109
AMOUNT: \$35,000.00
GC AGREEMENT NO: CD-17-PS#4

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TRI-COUNTY COMMUNITY ACTION AGENCY, INC. d/b/a
GATEWAY COMMUNITY ACTION PARTNERSHIP**

THIS AGREEMENT, made and entered into on the 1st day of **September, 2017** by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and the **Tri-County Community Action Agency, Inc. dba Gateway Community Action Partnership**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a FFY 2017 Community Development Block Grant, hereinafter referred to as “CDBG” under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal PY2017-2018 CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Subrecipient Monitoring Policy requirements included as Exhibit 4; with the Lease Agreement requirements included as Exhibit 5, if applicable; and, with the property use requirements included as Exhibit 6, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2017 to August 31, 2018.

Subrecipient shall be paid in accordance with this Agreement upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Subrecipient shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

5. “Force Account” Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.
6. Record Keeping/Reporting
 - A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the “Common Rule” provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.
 - B. Programmatic Record Keeping/Reporting

For limited clientele (including “Direct Services” and “Presumed Benefit”) activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried out for all persons served and on CDBG eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the “continued use” provisions of this agreement, as specified in Exhibit 2, “Scope of Services.” The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. Subrecipient’s Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
8. “Hold Harmless” – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers 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, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties’ governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of

such requirement and the steps required to effectuate such a Consolidated Plan amendment.

19. Termination Date – The termination date of this Agreement is **August 31, 2018**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
 - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
 - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
 - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
 - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any

organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.

22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations],

the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable and amended. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. **PERFORMANCE**

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

Tri-County Community Action Agency, Inc.
d/b/a Gateway Community Action Partnership

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: Robert M. Damminger, Freeholder Director
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: Laurie J. Burns, Clerk of the Board
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

**COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS**

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
 6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
 8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)
Tri-County Community Action Agency, Inc. d/b/a
Gateway Community Action Partnership – Extended Headstart Learning Program
 4 locations:

- Glassboro Headstart, 35 Sewell Street, Glassboro, NJ 08028
- Williamstown Headstart, 245 Glassboro Road, Williamstown, NJ 08094
- Paulsboro Headstart, 901 N. Delaware Street, Paulsboro, NJ
- Swedesboro Headstart, 1225 Kings Highway, Swedesboro, NJ

GLoucester County, New Jersey

(p) It will comply with the other provisions of the Act and with other applicable laws.

 Signature – President

 Typed Name – President

 Date

ATTEST:

 Signature of Person Attesting Signature by President

 Typed Name – Person Attesting Signature by President

 Title – Person Attesting Signature by President

 Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Tri-County Community Action Agency, Inc. d/b/a Gateway Community Action Partnership**

Activity Name: **Extended Headstart Learning Program**

Activity Number: **CD-17-PS#4**

ACTIVITY DESCRIPTION

The total **PY 2017-2018 CDBG** budget for this activity shall not exceed **\$35,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2018**.

Tri-County Community Action Agency, Inc. d/b/a Gateway Community Action Partnership is a non-profit and Community based organization that assists low and moderate income residents identify and overcome barriers to self-sufficiency. The Gateway Extended Headstart Early Learning Program will serve 34 youth between 3 and 5 years old as part of an extended 8 week summer session that will begin the first Monday in June 2018 and run through the end of July 2018.

- Glassboro Headstart, 35 Sewell Street, Glassboro, NJ 08028
- Williamstown Headstart, 245 Glassboro Road, Williamstown, NJ 08094
- Paulsboro Headstart, 901 N. Delaware Street, Paulsboro, NJ
- Swedesboro Headstart, 1225 Kings Highway, Swedesboro, NJ

Students will be provided breakfast, lunch, and snacks. The program benefits both child and parent by offering valuable structured classroom instructional time to help prepare youngsters entering kindergarten. For parents, the program relieves a significant childcare burden allowing many to continue unaltered work or schooling schedules.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
 2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
 3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
 - time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient
-

- contractor payroll for Davis-Bacon verification, as applicable
 - program income, if any
4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
 5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
 6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
 - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
 - The County will complete its formal monitoring evaluation of its subrecipients no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
 - progress toward achievement of assignment
 - compliance with program requirements
 - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
 - staffing adequacy and quality of performance
 - adjustments necessary (if any) to the assignment
 - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit: _____		Contract Amount: _____
Contract Period: _____		
Program Name/#: _____		
Subrecipient Name: _____		
Subrecipient Staff Interviewed: Name/Title	Responsibilities	
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Evaluator Name: _____		
Signature of Evaluator: _____		Date: _____

II. EVALUATOR REVIEWED

- | | | |
|---|--|----------------------------------|
| <input type="checkbox"/> Funding Application | <input type="checkbox"/> Program Files | <input type="checkbox"/> Audit |
| <input type="checkbox"/> Program | <input type="checkbox"/> Agreement/Budget Client | <input type="checkbox"/> Files |
| <input type="checkbox"/> Demands/Invoices | <input type="checkbox"/> Personnel/Volunteer Files | <input type="checkbox"/> Current |
| <input type="checkbox"/> Quarterly Reports/Backup Budget/Sources&Uses | <input type="checkbox"/> Accounting Files & Procedures | |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Previous Monitoring Reports | |
| | <input type="checkbox"/> Marketing Materials | |

III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
 - Area Benefit (Census Tract #: _____)
 - Presumed Beneficiary (Specify: _____)
 - _____
- _____
- Urgent Need

51% Low / Mod
Prevention or elimination of slums or blight

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) _____

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

Describe the program's intake and service delivery process: _____

List program contracted goals:

<u>Objective</u>	<u>Performance</u> (as of _____)
1.	
2.	
3.	

Is the program meeting its contracted goals? YES NO If not, explain why not? _____

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). _____

Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

What is the process of summarizing client records into reports? _____

Does the subrecipient submit timely quarterly reports? YES NO

Does the subrecipient use unduplicated numbers on quarterly reports? YES NO

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

- Files available & accessible 5-year file retention
- Copy of contract & monitoring procedures for subcontractor, if applicable (N/A) Current income limits in file

Client Files

- | | |
|--|---|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted identified | <input type="checkbox"/> Female Head of household |
| <input type="checkbox"/> Urban County Resident? services | <input type="checkbox"/> Date client applied for |
| <input type="checkbox"/> Documentation on the type & duration of services | <input type="checkbox"/> Household Income level provided |
| <input type="checkbox"/> Number in household income | <input type="checkbox"/> Source & amount of all household |
| Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| Follow-up services | Job placement information |

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

- | | NO | YES |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files? | | |

VIII. MARKETING

Describe method of outreach/advertising the program. _____

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

- YES NO

Is a Fair Housing logo displayed? YES NO N/A

IX. ORGANIZATION INFORMATION

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

- | | | |
|---|--------------------------|--------------------------|
| Does the organization have personnel policies, drug policy and affirmative action policy? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address personnel complaints? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address client complaints? | <input type="checkbox"/> | <input type="checkbox"/> |
| Are Equal Opportunity posters displayed? | <input type="checkbox"/> | <input type="checkbox"/> |

Are there any staffing issues? YES NO If Yes, explain. _____

Are there staff turnover concerns? YES NO If Yes, explain. _____

How many volunteers are working on the program? _____

Are volunteers trained as necessary? YES NO

How are volunteer hours tracked? _____

X. OTHER INFORMATION

In what areas are technical assistance/training needed? _____



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____ Date: _____	

II. FINANCES

Total amount budgeted for this program year: _____

Total amount expended through quarter ending _____: _____

Total amount of CDBG disbursements through quarter ending _____: _____

Timely submission of demands YES NO If No, explain. _____

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: _____

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|---------------------------------|
| 1. Are budgets compared to actual expenses/revenues during the year? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 2. Are significant variances from the budget researched and explained? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 4. Are receipts logged at the time mail is opened? | | | | |
| 5. Who deposits receipts into the bank? | | | | |
| 6. Who compares the deposits to the log of receipts? | | | | |
| 7. Who posts the receipts into the accounting system? | | | | |
| 8. Who approves invoices for payment? | | | | |
| 9. Who codes the invoice/check request for program and funding source? | | | | |
| 10. Who prepares the checks? | | | | |
| 11. Who signs the checks? 12. Who mails the checks? | | | | |
| 13. Who posts the disbursements into the accounting system? | | | | |
| 14. Who is primarily responsible for program accounting? | | | | |
| 15. Are bank accounts reconciled timely and reviewed by an independent person? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 16. Are timesheets signed by the employee and supervisor? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 18. Is there an accounting procedure manual? Is it up to date? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 19. Are fees charged for services? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 20. Is program income generated? Is it properly reported? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 21. Are outstanding audit findings resolved? | | | | |
| 22. Are employee taxes paid? | | | | |

EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]

HUD GRANT NO: B-17-UC-34-0109
AMOUNT: \$10,000.00
GC AGREEMENT NO: CD-17-PS#5

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
NEWFIELD TERRACE COMMUNITY ACTION ORGANIZATION**

THIS AGREEMENT, made and entered into on the 1st day of **September, 2017** by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and the **Newfield Terrace Community Action Organization**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2017** Community Development Block Grant, hereinafter referred to as “CDBG” under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

WHEREAS, CDBG funds from Federal **PY2017 -2018** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Subrecipient Monitoring Policy requirements included as Exhibit 4; with the Lease Agreement requirements included as Exhibit 5, if applicable; and, with the property use requirements included as Exhibit 6, if applicable.

NOW, THEREFORE, the parties hereunto do hereby agree as follows:

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from **September 1, 2017 to August 31, 2018**.

Subrecipient shall be paid in accordance with this Agreement upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Subrecipient shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Agreement.

2. Set-Off - Should Subrecipient either refuse or neglect to perform the service that Subrecipient is required to perform in accordance with the terms of this Agreement, and if expense is incurred by County by reason of Subrecipient's failure to perform, then and in that event, such expense shall be deducted from any payment due to Subrecipient. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
3. A. Uniform Administrative Requirements – The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

The governing board of the Subrecipient shall formally adopt written procurement procedures which are at least as restrictive as those required in the aforementioned regulations [24 CFR Part 84 or 24 CFR Part 85, as applicable, and 24 CFR Part 570] and shall provide a copy of said procurement procedures and evidence of governing board adoption to the County at the time that this Agreement shall be returned to the County for signature by the Director of the Gloucester County Board of Chosen Freeholders.

The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

- 5.. “Force Account” Work – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.

6. Record Keeping/Reporting

A. Financial Record Keeping

The Subrecipient shall maintain records of expenditures of all CDBG funds it receives, such as reports to be maintained in accordance with OMB Circulars A-87, A-110, A-122, A-133 and with the “Common Rule” provisions (24 CFR Parts 84 and 85), as applicable. The Subrecipient shall also maintain program and financial records documenting the eligibility, attendance, provision of services, and Subrecipient expenses relative to the clients receiving services as a result of assistance provided through the CDBG Program. All records shall be made available, upon County request, for inspection(s) and audit(s) by the County, or by its representatives. If a financial audit(s) determines that the Subrecipient has improperly expended CDBG funds, resulting in the disallowance of such expenditures by the County and/or by the U.S. Department of Housing and Urban Development, the County reserves the right to recover from the Subrecipient other non-CDBG monies to fund such disallowed CDBG expenditures. Audit procedures for the Gloucester County CDBG Program are specified in Section 19 of this Agreement.

B. Programmatic Record Keeping/Reporting

For limited clientele (including “Direct Services” and “Presumed Benefit”) activities the Subrecipient shall provide, on a monthly basis, sufficient information to the County on services carried

out for all persons served and on CDBG eligible persons served by activities receiving CDBG assistance under this Agreement. The purpose of the monthly reporting is to enable the County to prepare and submit periodic and annual reports to the U.S. Department of Housing and Urban Development. These Subrecipient-prepared reports shall be submitted in a format provided by the County [See Exhibit 2, if applicable to this Agreement] and at a time no later than the 15th calendar day of each month of each year until all CDBG-R funds for the activity(s) shall be fully expended, plus five (5) years. The five-year reporting period should not be confused with the "continued use" provisions of this agreement, as specified in Exhibit 2, "Scope of Services." The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
9. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.

The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.
10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers 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, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and

clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

14. Wage Rates (where applicable) – The County and the Municipal Engineer shall be responsible for the preparation of all requests for wage rate determinations on CDBG activities, on behalf of the Subrecipient. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
15. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
16. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
17. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties’ governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.

19. Termination Date – The termination date of this Agreement is **August 31, 2018**.

20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
- b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
- d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of

CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
 - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
 - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and

A-133, as applicable and as amended. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. **PERFORMANCE**

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

Newfield Terrace Community Action Organization

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

By: Robert M. Damminger, Freeholder Director
(Typed Name/Title)

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: Laurie J. Burns, Clerk of the Board
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph I;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Newfield Terrace Community Action Organization
 126 New Jersey Avenue
 Newfield, NJ 08344

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature -- President

Typed Name – President

Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).

2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.

3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.

5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).

6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

“Controlled substance” means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

“Conviction” means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

“Criminal drug statute” means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Newfield Terrace Community Action Organization**
Activity Name: **Youth After school Program**
Activity Number: **CD-17-PS#5**

ACTIVITY DESCRIPTION

The total PY 2017-2018 CDBG budget for this activity shall not exceed **\$10,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2018**.

Newfield Terrace Community Action Organization is a private non-profit and Community based organization located at the Newfield Terrace Community Center in Gloucester County's Township of Franklin. The program has been established to provide youth ages 6 to 18 with positive educational enrichment to the stimulation they receive during the regular school day, thereby enhancing their total knowledge and behavioral attitudes. Newfield Terrace Community Action Organization provides structured after-school programs featuring educational, technology, social and recreational programs that provide alternatives to the threat of drugs and gang-related activities. The program is an academic extension of the school day beginning at 3:30 p.m. and ending at 6:30 p.m. Monday through Friday. They have approximately 25 children of all ages that take advantage of the after school program. The program also schedules a "lock-in" from 6pm to 11pm on the weekends, once a month. The activities consist of music, food and games and require that someone (parent or guardian) drop off and pick the children up. Newfield Terrace is requesting funding for expenses related to the operation of the youth program for materials, maintenance, utilities and fees. The term of this agreement is September 1, 2017 through August 31, 2018.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
 2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
 3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
 - time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient
-

- contractor payroll for Davis-Bacon verification, as applicable
 - program income, if any
4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
 5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
 6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
 - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
 - The County will complete its formal monitoring evaluation of its subrecipients no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
 - progress toward achievement of assignment
 - compliance with program requirements
 - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
 - staffing adequacy and quality of performance
 - adjustments necessary (if any) to the assignment
 - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____ Date: _____	

II. EVALUATOR REVIEWED

- | | | |
|---|--|----------------------------------|
| <input type="checkbox"/> Funding Application | <input type="checkbox"/> Program Files | <input type="checkbox"/> Audit |
| <input type="checkbox"/> Program Demands/Invoices | <input type="checkbox"/> Agreement/Budget Client | <input type="checkbox"/> Files |
| <input type="checkbox"/> Quarterly Reports/Backup Budget/Sources&Uses | <input type="checkbox"/> Personnel/Volunteer Files | <input type="checkbox"/> Current |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Accounting Files & Procedures | |
| Previous Monitoring Reports Marketing Materials | | |

III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
- Area Benefit (Census Tract #: _____)
- Presumed Beneficiary (Specify: _____)
-
- Urgent Need

51% Low / Mod
Prevention or elimination of slums or blight

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) _____

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

Describe the program's intake and service delivery process: _____

List program contracted goals:

<u>Objective</u>	<u>Performance (as of _____)</u>
1.	
2.	
3.	

Is the program meeting its contracted goals? YES NO If not, explain why not? _____

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). _____

____ Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

What is the process of summarizing client records into reports? _____

Does the subrecipient submit timely quarterly reports? YES NO

Does the subrecipient use unduplicated numbers on quarterly reports? YES NO

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

- Files available & accessible 5-year file retention
 Copy of contract & monitoring procedures for subcontractor, if applicable (N/A) Current income limits in file

Client Files

- | | |
|--|---|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted identified | <input type="checkbox"/> Female Head of household |
| <input type="checkbox"/> Urban County Resident? services | <input type="checkbox"/> Date client applied for |
| <input type="checkbox"/> Documentation on the type & duration of services | <input type="checkbox"/> Household Income level provided |
| <input type="checkbox"/> Number in household income | <input type="checkbox"/> Source & amount of all household |
| Ethnicity, age, gender of applicant | <input type="checkbox"/> ethnic categories used |
| Follow-up services | Updated Job placement information |

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

NO

YES

- | | | |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?
YES NO | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files? | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files? | | |

VIII. MARKETING

Describe method of outreach/advertising the program. _____

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

YES NO

Is a Fair Housing logo displayed? YES NO N/A

IX. ORGANIZATION INFORMATION

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

- Does the organization have personnel policies, drug policy and affirmative action policy? YES NO
- Does the organization have policies and procedures to address personnel complaints? YES NO
- Does the organization have policies and procedures to address client complaints? YES NO
- Are Equal Opportunity posters displayed? YES NO

Are there any staffing issues? YES NO If Yes, explain. _____

Are there staff turnover concerns? YES NO If Yes, explain. _____

How many volunteers are working on the program? _____

Are volunteers trained as necessary? YES NO

How are volunteer hours tracked? _____

X. OTHER INFORMATION

In what areas are technical assistance/training needed? _____



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

I. PROGRAM INFORMATION

Date of Visit:	_____	Contract Amount:	_____
Contract Period:	_____		
Program Name/#:	_____		
Subrecipient Name:	_____		
Subrecipient Staff Interviewed:	Name/Title	Responsibilities	
	_____	_____	
	_____	_____	
	_____	_____	
	_____	_____	
Evaluator Name:	_____		
Signature of Evaluator:	_____	Date:	_____

II. FINANCES

Total amount budgeted for this program year: _____

Total amount expended through quarter ending _____: _____

Total amount of CDBG disbursements through quarter ending _____: _____

Timely submission of demands YES NO If No, explain. _____

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: _____

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|---------------------------------|
| 1. Are budgets compared to actual expenses/revenues during the year? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 2. Are significant variances from the budget researched and explained? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 4. Are receipts logged at the time mail is opened? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 5. Who deposits receipts into the bank? | _____ | | | |
| 6. Who compares the deposits to the log of receipts? | _____ | | | |
| 7. Who posts the receipts into the accounting system? | _____ | | | |
| 8. Who approves invoices for payment? | _____ | | | |
| 9. Who codes the invoice/check request for program and funding source? | _____ | | | |
| 10. Who prepares the checks? | _____ | | | |
| 11. Who signs the checks? 12. Who mails the checks? | _____ | | | |
| 13. Who posts the disbursements into the accounting system? | _____ | | | |
| 14. Who is primarily responsible for program accounting? | _____ | | | |
| 15. Are bank accounts reconciled timely and reviewed by an independent person? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 16. Are timesheets signed by the employee and supervisor? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 18. Is there an accounting procedure manual? Is it up to date? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 19. Are fees charged for services? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 20. Is program income generated? Is it properly reported? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 21. Are outstanding audit findings resolved? | | | | |
| 22. Are employee taxes paid? | | | | |

EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]

RFP17-022

SERVICE		NATIONAL OBJ: LMI/LMC										
AGENCY/ PROGRAM-PROJECT	NEW	EXISTING	EXPANSION	AMOUNT REQUESTED	TOTAL PROGRAM COST	PROGRAM DESCRIPTION	OTHER SOURCES OF FUNDING	LEVERAGED FUNDS	Target beneficiaries	AGENCY COLLABORATION	PY2016 CDBG Funds	Recommended PY2017 Award
Center for Family Services, Inc.		√		\$20,000	\$24,000	Let's Move! Program will offer health assessment services to approx 100 youth per year	Let's Move! Program will offer health assessment services to approx 100 youth per year	\$4,000	Homeless and At Risk youth (100)	HomeBase, Grandslam, Family Support Center, Helping Hands Foster Home Program	\$20,000	\$20,000
Senior Citizen United Community Services, Inc.	√			\$25,000	\$41,000	HVAC Replacement (7 HH)		\$16,000	Ages 62 or older	None - work with vendors and CEAS for referrals	\$0	\$0
Robins' Nest - Danellie Counseling Center		√	√	\$20,000	\$175,000	Psychiatric intakes and ongoing medication monitoring sessions (32)	United Way and Robins Nest unrestricted funds	\$155,000	2-17 years old	Care coordination and Referral agencies	\$20,000	\$20,000
FOOD BANK OF SOUTH JERSEY/SUMMER FEEDING/SCHOOL PANTRY/KIDZPACK [1500 children]		√	√	\$50,000	\$247,000	Year-round Food distribution (2350 unduplicated)	FOOD DRIVE; STATE PURCHASE FOOD; STORE DONATION, GOVERNMENT FOOD SOURCES, UNITED WAY	\$197,000	Ages 5-17 sites	Various public schools 16 new sites	\$45,000	\$45,000
Gateway Community Action Partnership - Headstart (Monroe, Glassboro, Paulsboro, Swedesboro)[51]		√		\$35,000	\$11,468	Continue an 8-week extended Head Start program to 68 students	US HHS funds, Gateway funds		Age 3-5	ROBIN'S NEST, NEW BEHAVIORAL NETWORK	\$35,000	\$35,000
Boys & Girls Club Glo Co/Paulsboro, Glassboro, Woodbury			√	\$80,000	\$126,500	Expansion of services at all 3 locations (80 unduplicated)	COUNTY YSC, JJC, BOROUGH FUNDING, B&G AMERICA, FUNDRAISING	(\$23,532)		AC Electric, Walmart, COMCAST, UNITED WAY, ROTARY CLUB, GCCC, BD OF ED, ROWAN, Kiwanis	\$30,000	\$30,000
NEWFIELD TERRACE CAO		√		\$15,000	\$20,000	AFTER SCHOOL TUTORING [25]	fundraisers	\$5,000	Ages 6-18	Salvation Army, neighborhood banks	\$10,000	\$10,000
				\$245,000	\$644,968			\$399,968			\$160,000	\$160,000

BUDGETED AMOUNT (15% CDBG)
BALANCE OF 15% CAP
\$0

C3

**RESOLUTION AUTHORIZING A CONTRACT WITH
JOSEPH PORRETTA BUILDERS, INC. FOR \$285,000.00**

WHEREAS, the County of Gloucester (hereinafter the "County") advertised for the receipt of public bids for the project known as "Construction of the Roof Structure for the Clayton Facility Salt Shed", Engineering Project #RE-BID 16-18 (roof) (hereinafter the "Project"); and

WHEREAS, bids were publicly received and opened for the Project by the County on August 22, 2017; and

WHEREAS, after following proper public bidding procedure, it was determined that Joseph Porretta Builders, Inc. with an office address of 551 Anderson Avenue, Hammonton, NJ 08037, was the lowest responsive and responsible bidder to complete the Project as set forth in the specifications, for a total contract amount of \$285,000.00, and the County's Purchasing and Engineering Departments recommend award of a contract for the Project; and

WHEREAS, the contract for the Project is awarded pursuant to, and consistent with, the terms and provisions of the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.; and

WHEREAS, the Treasurer for the County has certified the availability of funds for this contract in the amount of \$285,000.00 pursuant to CAF# 17-06077, which amount shall be charged against budget line item C-04-17-018-310-18269.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, a contract with Joseph Porretta Builders, Inc. for the above-referenced Project for \$285,000.00 per the prices submitted in its bid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 06, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

C3

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
JOSEPH PORRETTA BUILDERS, INC.**

THIS CONTRACT is made effective this 6th day of **September 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "**County**", and **JOSEPH PORRETTA BUILDERS, INC.** a New Jersey Corporation, with offices 551 Anderson Avenue, Hammonton, New Jersey 08037, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for all labor and materials required concerning the "Construction of the Roof Structure for the Clayton Facility Salt Shed", Engineering Project #RE-BID 16-18 (roof) (hereinafter the "Project"); and

WHEREAS, Contractor represents that it is qualified to perform said services by providing all labor and materials necessary for the Project, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM OF SERVICE**. Contractor shall complete all work required for substantial completion of the Project in accordance with the bid documents.
2. **COMPENSATION**. Contractor shall be compensated in the amount of \$285,000.00 for all labor and materials required to construct the Project, as per the Specifications issued by the County identified as **RE-BID 16-18 (roof)** (hereinafter the "Specifications"), and the unit prices set out in the Contractor's bid for the Project (hereinafter the "Bid").

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are incorporated herein in their entirety, and made a part hereof by reference. The Contractor shall construct the Project in accordance with the Specifications, and the Bid, which is also incorporated herein by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, as well as all applicable laws and regulations.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** 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, sex, veteran status or military service. 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, sex, veteran status or military service. 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, sex, veteran status or military service.

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.

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or

quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or permit held by Contractor, or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Specifications, if any, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any

attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the subcontractor or assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which 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 Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor'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.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey and the Specifications. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to provide the labor and materials that Contractor is required to provide in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the

period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is 20 days prior to the second monthly meeting of the County Board of Chosen Freeholders, (the "Bill Approval Meeting"). At each such Bill Approval Meeting, the Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et. seq., be submitted to non-binding mediation.

If mediation is demanded, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. Those provisions are set forth below, [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation or award process or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law.]

The County's Alternative Dispute Resolution procedure is as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the contract, or the breach thereof, shall be settled by mediation.

If a dispute between County and Contractor arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments pursuant to the terms of the Contract.
- C. When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute;
- (b) 30 days have passed after submission of the original, written claim by the aggrieved party and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have 30 days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured or been acquired subsequently, the mediator or mediators may permit amendments.

- D. Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at minimum (1) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation. The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation. The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth and any lower ranked persons on each list will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. **Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties and the mediator or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. **Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. **Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester

County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, the bid specifications and Contractor's response thereto, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Proposal, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 6th day of **September 2017**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative, witnessed and its corporate seal, if applicable, affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
DIRECTOR

ATTEST:

JOSEPH PORRETTA BUILDERS., INC.

By:
Title:

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-06077

ORDER DATE: 07/06/17
REQUISITION NO: R7-06400
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

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GLOUC. CO ENGINEERING DEPT.
1200 N. DELSEA DR. BLDG A
CLAYTON, NJ 08312
856-307-6600

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VENDOR #: JOSEF280
JOSEPH PORRETTA BUILDERS, INC
551 ANDERSON AVE
JOSEPH PORRETTA
HAMMONTON, NJ 08037

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	16-18 CONSTRUCTION CONTRACT CONSTRUCTION OF THE ROOF STRUCTURE FOR THE CLAYTON FACILITY SALT SHED ENGINEERING PROJECT #16-18 PASSED BY RESOLUTION: SEPTEMBER 6, 2017 **TO BE TAKEN IN PARTIALS**	C-04-17-018-310-18269 Clayton complex salt shed	285,000.0000	285,000.00
			TOTAL	285,000.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE _____ DATE _____

TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD _____ DATE _____

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

Tracey H. Underwood
TREASURER / CFO

[Signature]
PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT



RE-BID SUMMARY OF BIDS

SPECIFICATION NO. 16-18

**Office of the County Engineer
County of Gloucester**
Construction of the Roof Structure for the Clayton Facility Salt Shed
Engineering Project #16-18

Bid Date: Tuesday, August 22, 2017
Bidder 1 of 2

Joseph Poretta Builders
551 Anderson Avenue
Hammonton, NJ 08037
Joseph Poretta, President
joe.porettabuilders@comcast.net
p 609.561.6391 f none

Bidder 2 of 2

Levy Construction
134 Cuthbert Blvd
Audubon, NJ 08106
Simon Levy, President
simon@levyconstruction.com
p 856.547.0707 f 856.547.2424

Bid Time: 10:00 am

Item No.	Description	Approx. Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	Mobilization	1	LS	\$2,000.00	\$2,000.00	\$15,000.00	\$15,000.00		
2	Construction of the roof structure for the Clayton Facility Salt Shed	1	LS	\$283,000.00	\$283,000.00	\$289,600.00	\$289,600.00		
				Total Bid	\$285,000.00	Total Bid	\$304,600.00	Total Bid	

Vincent M. Voltaggio
Vincent M. Voltaggio, P.E.
Gloucester County Engineer

8.23.17
date

C-4

**RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #01-FINAL
WITH SOUTH STATE, INC. FOR \$66,740.67**

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the County road improvement project known as "Resurfacing and Safety Improvements along W. Academy Street, CR608 from CR610 westerly to the Railroad Crossing and along Aura Road, CR610 from SR47 westerly to the Railroad Crossing in the Borough of Clayton; and CR 610 westerly from Railroad Crossing to CR 553 in the Township of Elk", Engineering Project #14-22 (hereinafter the "Project"); and

WHEREAS, by Resolution adopted on November 9, 2016, a contract for the Project was awarded to South State, Inc. of 202 Reeves Road, Bridgeton, NJ 08302 for \$1,613,080.35; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Increase #01-Final to increase the contract amount for the Project by \$66,740.67 which is necessary for as-built quantity adjustment and supplemental items, resulting in a new contract amount of \$1,679,821.02; and

WHEREAS, the Treasurer for the County has certified the availability of funds for Change Order Increase #01-Final in the amount of \$66,740.67, pursuant to CAF# 16-09260, which amount shall be charged against budget line item C-04-15-012-165-12242.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order Increase #01-Final to increase South State Inc.'s contract for the Project by \$66,740.67, resulting in the total contract amount of \$1,679,821.02 is hereby approved; and, the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to, said Change Order Increase #01-Final, as well as any other documents required NJ Department of Transportation to effectuate the purposes set forth herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 6, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

C4

NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECTS
CHANGE ORDER NUMBER - 1 FINAL
Division of Local Aid and Economic Development

Project	Resurfacing and Safety Improvements along W. Academy Street
Municipality	Borough of Clayton and Township of Elk
County	Gloucester County
Contractor	South State, Inc., P.O. Box 68, Bridgeton, NJ 08312

In accordance with the project Supplementary Specification, the following are changes in the contract.

Location and Reason for Change (Attach additional sheets if required) -

A) FINAL ADJUSTMENT OF AS-BUILT QUANTITIES

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Price</u>	<u>Amount</u>
EXTRAS:				
4	Excavation, Unclassified	+520.95 C.Y.	\$35.00	\$18,233.25
15	Hot Mix Asphalt 12.5M76 Surface Course, 2 1/2" Th	+74.91 Ton	\$69.00	\$5,168.79
16	Hot Mix Asphalt 19M64 Base Course, 4" Thick	+160.93 Ton	\$65.00	\$10,460.45
26	14"x23" Reinforced Concrete Elliptical Pipe	+24.4 L.F.	\$175.00	\$4,270.00
28	Inlet, Type B	+1. Unit	\$4,000.00	\$4,000.00
32	Rip Rap Stone Slope Protection, 18" Thick (D50 = 9	+4. S.Y.	\$65.00	\$260.00
35	18" Reinforced Concrete End Section	+1. Unit	\$1,500.00	\$1,500.00
42	Concrete Sidewalk, 4" Thick	+30.26 S.Y.	\$95.00	\$2,874.70
43	Hot Mix Asphalt Driveway, 2" Thick	+121.57 S.Y.	\$30.00	\$3,647.10
46	9" x 18" Concrete Vertical Curb	+2,355.7 L.F.	\$32.00	\$75,382.40
47	Removal of Beam Guide Rail	+10. L.F.	\$50.00	\$500.00
57	Traffic Markings, Thermoplastic	+577.18 S.F.	\$2.85	\$1,644.96
103	12" Cement Lined Ductile Iron Pipe	+10. L.F.	\$145.00	\$1,450.00
107	8" x 8" Tee	+1. Unit	\$1,000.00	\$1,000.00
111	6" x 8" Reducer	+1. Unit	\$210.00	\$210.00
112	8" Gate Valve	+4. Unit	\$4,500.00	\$18,000.00
				\$148,601.65
REDUCTIONS:				
2	Monument	-1. Unit	\$500.00	-\$500.00
3	Monument Box	-1. Unit	\$750.00	-\$750.00
5	I-9 Soil Aggregate	-50. C.Y.	\$25.00	-\$1,250.00
11	Dense-Graded Aggregate Base Course, 4" Thick	-40.92 S.Y.	\$8.00	-\$327.36
12	HMA Milling, 3" or Less	-1,156.9 S.Y.	\$2.50	-\$2,892.25
13	Polymerized Joint Adhesive	-18,195. L.F.	\$0.01	-\$181.95
14	Tack Coat	-3,400. Gal	\$0.01	-\$34.00
17	Hot Mix Asphalt 9.5M64 Leveling Course	-5.61 Ton	\$75.00	-\$420.75
18	Hot Mix Asphalt Patch	-110. Ton	\$1.00	-\$110.00
27	Underdrain, Type F	-804. L.F.	\$40.00	-\$32,160.00
30	Bicycle Safe Grate	-1. Unit	\$400.00	-\$400.00
31	Curb Piece	-2. Unit	\$300.00	-\$600.00
34	24" Perforated Reinforced Concrete Pipe	-45. L.F.	\$175.00	-\$7,875.00
36	18" Reinforced Concrete Pipe	-44. L.F.	\$125.00	-\$5,500.00
37	15" Reinforced Concrete Pipe	-39.6 L.F.	\$130.00	-\$5,148.00
44	Concrete Driveway, Reinforced, 6" Thick	-23.7 S.Y.	\$100.00	-\$2,370.00
45	Detectable Warning Surface (Brick Pavers)	-3.51 S.Y.	\$200.00	-\$702.00
56	Traffic Stripes, Long-Life, Epoxy Resin 4"	-8,148. L.F.	\$0.28	-\$2,281.44
58	RPM, Mono-Directional, White Lens	-9. Unit	\$25.00	-\$225.00
59	RPM, Bi-Directional, Amber Lens	-3. Unit	\$25.00	-\$75.00
60	RPM, Bi-Directional, Blue Lens	-1. Unit	\$25.00	-\$25.00
61	Regulatory Warning and Guide Sign	-21.5 S.F.	\$26.00	-\$559.00

Submit two (2) copies to the Division of Local Aid and Economic Development District Office)

NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECTS
CHANGE ORDER NUMBER - 1 FINAL
Division of Local Aid and Economic Development

Project	Resurfacing and Safety Improvements along W. Academy Street			
Municipality	Borough of Clayton and Township of Elk			
County	Gloucester County			
Contractor	South State, Inc., P.O. Box 68, Bridgeton, NJ 08312			
62	Reflective "U" Post Inserts	-62. Unit	\$35.00	-\$2,170.00
63	Reset Water Valve Box	-18. Unit	\$100.00	-\$1,800.00
64	Reset Existing Casting	-13. Unit	\$300.00	-\$3,900.00
65	Reset Gas Valve Box	-7. Unit	\$100.00	-\$700.00
66	Flexible Delineator, Ground Mounted	-20. Unit	\$55.00	-\$1,100.00
71	Topsoiling, 4" Thick	-190. S.Y.	\$15.00	-\$2,850.00
72	Turf Repair Strip	-6,910.1 L.F.	\$0.10	-\$691.01
73	Fertilizing and Seeding, Type A-3	-190. S.Y.	\$1.00	-\$190.00
74	Heavy-Duty Silt Fence, Orange	-180. L.F.	\$5.00	-\$900.00
75	Inlet Filter, Type 2, 2' x 4'	-13. Unit	\$50.00	-\$650.00
76	Haybale	-13. Unit	\$20.00	-\$260.00
77	Construction Driveway	-120. Ton	\$0.01	-\$1.20
82	Drum	-44. Unit	\$0.01	-\$0.44
83	Construction Barrier	-65. L.F.	\$20.00	-\$1,300.00
84	Construction Signs	-128.77 S.F.	\$9.00	-\$1,158.93
85	Flashing Arrow Board, 4' x 8'	-8. Unit	\$10.00	-\$80.00
86	Traffic Control Truck with Mounted Crash Cushion	-8. Unit	\$200.00	-\$1,600.00
87	Temporary Traffic Stripes	-18,000. L.F.	\$0.08	-\$1,440.00
88	Police Traffic Directors	-392.5 M.H.	\$60.00	-\$23,550.00
96	Fuel Price Adjustment	-4,782.72 Dollar	\$15,000.00	-\$4,782.72
97	Asphalt Price Adjustment	-13,363.67 Dollar	\$20,000.00	-\$13,363.67
100	4" Cement Lined Ductile Iron Pipe	-5. L.F.	\$100.00	-\$500.00
104	6" x 6" Tee	-2. Unit	\$300.00	-\$600.00
106	12" x 8" Tee	-2. Unit	\$650.00	-\$1,300.00
109	8" Bend, 22.5o	-2. Unit	\$250.00	-\$500.00
113	6" Gate Valve	-2. Unit	\$1,800.00	-\$3,600.00
115	4" Cap (Complete)	-2. Unit	\$70.00	-\$140.00
116	6" Cap (Complete)	-2. Unit	\$90.00	-\$180.00
119	1" Type K Copper Water Service (Complete)	-4. Unit	\$1,600.00	-\$6,400.00
122	Watermain Offset (Complete)	-2.5 Unit	\$2,500.00	-\$6,250.00
				-\$146,344.72

SUPPLEMENTALS

S1	Watermain Repair	1 I.S	\$6,314.95	\$6,314.95
S2	Future Wet Tap Off New 6" Main	1 I.S	\$9,199.47	\$9,199.47
S3	8" Bend, 45	2 UNIT	\$257.71	\$515.42
S4	4" Bend 45	2 UNIT	\$160.00	\$320.00
S5	4" Coupling Restraint	1 UNIT	\$202.60	\$202.60
S6	12" Bend, 11	1 UNIT	\$613.50	\$613.50
S7	12" Coupling Restraint	2 UNIT	\$561.30	\$1,122.60
S8	12" Bend, 45	2 UNIT	\$706.40	\$1,412.80
S9	2" Water Service	1 UNIT	\$2,543.64	\$2,543.64
S10	12" x 8" Cross	1 UNIT	\$1,145.30	\$1,145.30

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
STATE AID PROJECTS
CHANGE ORDER NUMBER - 1 FINAL
Division of Local Aid and Economic Development**

Project	Resurfacing and Safety Improvements along W. Academy Street		
Municipality	Borough of Clayton and Township of Elk		
County	Gloucester County		
Contractor	South State, Inc., P.O. Box 68, Bridgeton, NJ 08312		

S11	Headwall and Inlet Removal	1 LS	\$1,685.74	\$1,685.74
S12	Reset Type B Inlet & pipe at Sta 2+00	1 LS	\$3,259.07	\$3,259.07
S13	INLET REPAIRS	4 UNIT	\$1,500.00	\$6,000.00
S14	DGA 12"	478.55 SY	\$63.00	\$30,148.65
				<u>\$64,483.74</u>

Amount of Original Contract \$1,613,080.35
 Adjusted Amount Based on Change Order No. 1 FINAL \$1,679,821.02

Extra Supplemental Reduction Total Change \$148,601.65
\$64,483.74
(\$146,344.72)
\$66,740.67

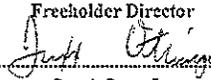
% Change in Contract (+) Increase or (-) Decrease) +4.14%


 Vincent M. Voltaggio, P.E.
 Gloucester County Engineer

8-7-17
 (Date)

Approved: _____
 Manager
 District 4 - Local Aid

 (Date)

Robert M. Damminger
 Freeholder Director

 South State Inc

 (Date)
8/7/2017
 (Date)

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

- 1. Name & Address of Vendor:
South State, Inc.
P.O. Box 68
Bridgeton, NJ 08312
- 2. Description of Project or Contract: Resurfacing and Safety Improvements along W. Academy Street, CR608 from CR610 westerly to the Railroad Crossing and along Aura Road, CR610 from SR47 westerly to the Railroad Crossing in the Borough of Clayton; and CR 610 westerly from Railroad Crossing to CR 553 in the Township of Elk
- 3. Date of Original Contract: Nov. 9, 2016
- 4. P.O. Number: 16-09260
- 5. Amount of Original Contract: \$1,613,080.35
- 6. Amount of Previously Authorized Change Order: \$0.00
- 7. Amount of this Change Order No. 1: \$66,740.67
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$1,679,821.02
- 9. Need or Purpose of this Change Order: Final Change Order for as-built quantity adjustment and supplemental items. This is a State Aid funded project.

This change order requested by *R. M. Damming* on 8-7-17
(Department Head) (Date)

Accepted by *Dave Ottum* on 8/7/2017
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Laurie J. Burns
Clerk of the Board

By: _____
Robert M. Damming, Director

To All Vendors:

This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate

CS

**RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 TO
COST REIMBURSEMENT AGREEMENT 2015-DT-BLA-FEP-412 WITH
THE NEW JERSEY DEPARTMENT OF TRANSPORTATION TO
INCREASE FUNDING BY \$60,461.86**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 24, 2015, authorizing the execution of Cost Reimbursement Agreement #2015-DT-BLA-FEP-412 in the total amount of \$3,750,000.00 between the County and the NJ Department of Transportation for the Proposed Resurfacing and Safety Improvements along Main Street, County Route 553 & Broadway, County Route 553A from East Blvd North to CR635 then westerly along CR635 to CR553 in the Boroughs of Glassboro and Pitman and the Township of Mantua, Engineering Project 14-17FA, (hereinafter "Agreement"); and

WHEREAS, a modification to the Agreement is necessary, which will increase the total amount by \$60,461.86, resulting in the new total Agreement amount of \$3,810,461.86; and

WHEREAS, all other terms and provisions of the original Agreement not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to Agreement Modification #01 for Cost Reimbursement Agreement #2015-DT-BLA-FEP-412 with the NJDOT to increase the agreement by \$60,461.86 for a new total amount of \$3,810,461.86 on behalf of the County; and

BE IT FURTHER RESOLVED that all other terms and provisions of Cost Reimbursement Agreement #2015-DT-BLA-FEP-412 shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 6, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**



CS

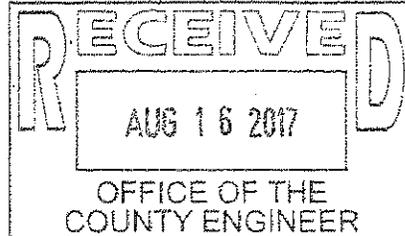
State of New Jersey

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

CHRIS CHRISTIE
Governor

RICHARD T. HAMMER
Commissioner

KIM GUADAGNO
Lt. Governor



August 11, 2017

Vincent Voltaggio
Gloucester County Engineer
Clayton Complex Offices of Government Services
1200 N. Delsea Drive
Clayton, NJ 08312-1000

Re.: **FUNDS EXCHANGE PROGRAM (TTF)**
Agreement No. 2015-DT-BLA-FEP-412 Modification No. 1 - Final
CR 553 / CR 553 Alt. & CR 635 Resurfacing and Safety Improvements
Glassboro, Pitman & Mantua, Gloucester County
Federal Project No. N/A
NJDOT Job No. 6200353
FAP- 2015-Gloucester County-02390

Dear Mr. Voltaggio:

Execution of the attached FUNDS EXCHANGE PROGRAM - COST REIMBURSEMENT Agreement No. 2015-DT-BLA-FEP-412 Modification No. 1 is necessary to adjust the original agreement cost ceiling amount from \$3,750,000.00 to \$3,810,461.86.

Please submit four (4) original signed and dated copies of the attached Agreement Modification No. 1 to this office for execution.

Should you have any questions regarding the above, please contact Art San Jose, Jr. at tel. no. (856) 486-6714.

Sincerely,

Ar *Salim T. Mikhael*

Salim T. Mikhael
Manager
District 4 Local Aid

Encl.

CS

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID & ECONOMIC DEVELOPMENT
TRENTON, NEW JERSEY

FUNDS EXCHANGE PROGRAM – COST REIMBURSEMENT
AGREEMENT MODIFICATION

Contract ID: 16 70793

MODIFICATION NO.	1	FEDERAL PROJECT NO.	N/A	DATE	August 11, 2017
PROJECT	CR 553 / CR 553 Alt. & CR 635 Resurfacing and Safety Improvements			SAGE: FAP- 2015-Gloucester County-02390	
LOCATION	Glassboro, Pitman & Mantua, Gloucester County				
SPONSOR	Gloucester County				
AGREEMENT DATE	2/17/2016	AGREEMENT NO.	2015-DT-BLA-FEP-412		

IN ACCORDANCE WITH THE PROVISIONS OF THE ABOVE NOTED AGREEMENT, THE SPONSOR AND THE STATE AGREE TO THE CHANGES TO THE AGREEMENT AS FOLLOWS:

6. Disbursement of Project Fund

6.1

(b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$3,750,000.00, with an approved budget as follows:

<u>Local Public Agency</u>	<u>Agreement Amount</u>	<u>LPA in-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
<u>Gloucester County</u>	<u>\$3,750,000.00</u>	<u>\$0.00</u>	<u>\$3,750,000.00</u>	<u>11/2/2015</u>	<u>12/31/2018</u>

CHANGE TO:

6. Disbursement of Project Fund

6.1

(b) The total cost of the project by the Recipient for completion of the Project Scope of Work in this Agreement shall not exceed \$3,810,461.86, with an approved budget as follows:

<u>Local Public Agency</u>	<u>Agreement Amount</u>	<u>LPA in-House</u>	<u>Total</u>	<u>Date Authorized</u>	<u>Date for Completion</u>
<u>Gloucester County</u>	<u>\$3,810,461.86</u>	<u>\$0.00</u>	<u>\$3,810,461.86</u>	<u>11/2/2015</u>	<u>12/31/2018</u>

Original Agreement Amount	<u>\$3,750,000.00</u>
Modified Agreement Amt. (Mod. Nos.)	<u>(n/a)</u>
This Modification Amount (No.1)	<u>\$60,461.86</u>
Present Agreement Total Amt.	<u>\$3,810,461.86</u>
Original Agreement Compl. Date	<u>12/31/2018</u>
Revised Agreement Compl. Date	<u>12/31/2018</u>

ACCEPTED

Robert M. Damming, Freeholder Director

Date

RECOMMENDED

(Art San Jose, Project Engineer
District 4, Local Aid)

Date

(Salim T. Mikhael, Manager
District 4, Local Aid)

Date

CERTIFICATION OF FUNDS

Director of Accounting and Auditing

Date

FOR PROGRAM USE ONLY:

Document No. _____

Registration No. _____

CERTIFICATION ACCEPTANCE PROJECTS

This Mod. is approved for Federal participation

Director, Local Aid & Economic
Development

Date

C-6

RESOLUTION AUTHORIZING TWO CONTRACTS WITH SOUTH JERSEY TRUCK REPAIRS, LLC FROM SEPTEMBER 5, 2017 TO SEPTEMBER 4, 2019 WITH EACH CONTRACT NOT TO EXCEED \$30,000.00 PER YEAR

WHEREAS, the County of Gloucester advertised for the receipt of public bids for certain repairs on County-owned cars and trucks up to ¾ ton as per PD #17-041, and for repairs on County-owned trucks one ton or greater as per PD #17-02; and

WHEREAS, the bids were publicly received and opened on August 11, 2017 and after following proper bid opening and evaluation procedure, it was determined that South Jersey Truck Repairs, LLC, with an address of 500 Cenco Boulevard, Clayton, NJ 08312, was the lowest responsive and responsible bidder to provide said services as per PD #17-041 and PD #17-042, in an amount not to exceed \$30,000.00 for each contract per year; and

WHEREAS, each contract shall be awarded for an initial (2) year period from September 5, 2017 to September 4, 2019, with the County having the option to extend each contract for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the contracts shall be for estimated units of service and accordingly the County is not obligated to make any purchase so therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contracts beyond December 31, 2017 and December 31, 2018 is conditioned upon the approval of the 2018 and 2019 Gloucester County budgets, and any further extension would be subject to approval of subsequent County budgets.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board to attest to, contracts in an amount not to exceed \$30,000.00 for each contract per year, consistent with the bid proposals of South Jersey Truck Repairs, LLC, for collision repairs on: (1) County-owned cars and light trucks up to ¾ ton (PD #17-041), and (2) County-owned trucks one ton or greater (PD #17-042), from September 5, 2017 to September 4, 2019 with the County reserving the option for extensions; and

BE IT FURTHER RESOLVED before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 6, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

C-6

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SOUTH JERSEY TRUCK REPAIRS, LLC**

THIS CONTRACT is made effective the 5th day of **September, 2017**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **SOUTH JERSEY TRUCK REPAIRS, LLC**, with offices at 500 Cenco Boulevard, Clayton, NJ 08312, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need to contract for collision repairs for County-owned cars and trucks up to ¾ ton as per bid **PD-17-041**; and

WHEREAS, the Contractor represents that it is qualified to supply said materials, and desires to so perform pursuant to the terms and provisions of this Contract; and

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective from September 5, 2017 to September 4, 2019 with the County reserving an option to extend this Contract for one (1) two-year period, or two (2) one-year periods.
2. **COMPENSATION.** The Contract shall be for an amount not to exceed \$30,000.00 for each Contract year, so that this is an open-ended contract. The Contract shall be for estimated units of service, as set forth in the Bid Specifications (hereinafter "**Specifications**") as per PD# 17-041.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all items delivered during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the supplies delivered furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications PD-17-041 and Contractor's bid, which are incorporated into and made part of this Contract, by reference.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

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

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Specifications, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any

payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which 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 Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor'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.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that

Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorize County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will control. If there is a conflict between this Contract or the Specifications, and the Proposal, then this Contract shall control.

THIS CONTRACT is made effective the 5th day of September, 2017.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

SOUTH JERSEY TRUCK REPAIRS, LLC

ROBERT WOODSON, OWNER

PD 017-041
 Bid Opening 8/11/2017 10:00am

8/28/2017

SPECIFICATIONS AND PROPOSAL FORM COVERING VEHICLE COLLISION REPAIRS FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT SYSTEM NUMBERS CK-01-GC & 16GLCP			
VENDOR: South Jersey Truck Repairs 500 Cenco Blvd. Clayton, NJ 08312 Robert Woodson 856 442-0850 856 442-0853 Fax		VENDOR: Steves Auto Repair Inc. 3220 Rt. 42 Sicklerville, NJ 08081 Steven Rainier 856 629-0655 856 728-9320 Fax	
ITEM DESCRIPTION	CARS AND LIGHT TRUCKS PER HOUR	CARS AND LIGHT TRUCKS PER HOUR	
1	BODY LABOR \$30.00	\$38.00	
2	PAINT LABOR \$30.00	\$38.00	
3	PAINT SUPPLES LABOR \$15.00	\$25.00	
4	DISCOUNT FROM PRICES FOR PARTS IN THE MOTOR CRASH ESTIMATING GUIDE 0% @ cost of parts	20%	
Variations: (if any) None			
THE PERIOD OF THE CONTRACT SHALL BE FOR TWO (2) YEARS FROM DATE OF AWARD WITH AN OPTION TO EXTEND THE CONTRACT FOR ONE (1) TWO YEAR PERIOD OR TWO (2) ONE YEAR PERIODS			
Will you extend your prices to local government entities within the County		YES	
Bid specifications sent to:		Prime Vendor Inc. Deltak DCJ Fleet Mall Chevrolet	Bid Ocean Bidnet Jerry's Auto Body & Truck Collision, LLC Pete Clark and Sons
Based upon bids received I recommend the bid be awarded to South Jersey Truck Repairs for cars and light trucks as the lowest responsive responsible bidder.			
		Sincerely,	
		Kimberly Larter	
		Purchasing	

CL

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
SOUTH JERSEY TRUCK REPAIRS, LLC**

THIS CONTRACT is made effective the 5th day of **September, 2017**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **SOUTH JERSEY TRUCK REPAIRS, LLC**, with offices at 500 Cenco Boulevard, Clayton, NJ 08312, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need to contract for collision repairs for County-owned heavy duty trucks one (1) ton or greater, as per bid **PD-17-042**; and

WHEREAS, the Contractor represents that it is qualified to supply said materials, and desires to so perform pursuant to the terms and provisions of this Contract; and

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective from September 5, 2017 to September 4, 2019 with the County reserving an option to extend this Contract for one (1) two-year period, or two (2) one-year periods.

2. **COMPENSATION**. The Contract shall be for an amount not to exceed \$30,000.00 for each Contract year, so that this is an open-ended contract. The Contract shall be for estimated units of service, as set forth in the Bid Specifications (hereinafter "**Specifications**") as per PD# 17-042.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all items delivered during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the supplies delivered furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications PD-17-042 and Contractor's bid, which are incorporated into and made part of this Contract, by reference.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

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

5. **LICENSING AND PERMITTING.** If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect,

Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Specifications, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any

payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which 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 Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor'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.

10. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that

Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorize County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will control. If there is a conflict between this Contract or the Specifications, and the Proposal, then this Contract shall control.

THIS CONTRACT is made effective the 5th day of September, 2017.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

SOUTH JERSEY TRUCK REPAIRS, LLC

ROBERT WOODSON, OWNER

C7

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
WITH THE TOWNSHIP OF MANTUA**

WHEREAS, N.J.S.A. 40A:65-1, et. seq. specifically authorizes local government units to enter into agreements for the provision of shared services and the County of Gloucester (hereinafter "County") recognizes that sharing services among other governmental entities presents an opportunity to increase efficiencies and reduce costs; and

WHEREAS, the County is undertaking a road reconstruction project for the Resurfacing and Safety Improvements to Main Street (C.R. 553A) and Wenonah Avenue/ Mantua Boulevard (C.R.632) in the Township of Mantua", known as Engineering Project #16-01 and the Township of Mantua (hereinafter "Mantua") has a need for the resurfacing of McCarthy Avenue, which is contiguous to County Engineering Project #16-01; and

WHEREAS, the County and Mantua desire to enter into such a Shared Services Agreement whereby the County will incorporate the resurfacing of McCarthy Avenue into the Project and Mantua will take responsibility for reimbursing the County for any and all costs associated with McCarthy Avenue.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to, a Shared Services Agreement between the County and the Township of Mantua for a one-year period from August 21, 2017 to August 20, 2018, or completion of the Project, whichever comes first, to effectuate the purpose set forth hereinabove; and

BE IT FURTHER RESOLVED that the Agreement in contingent upon a fully executed Shared Services Agreement by both parties.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 6, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

C-7

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

TOWNSHIP OF MANTUA

FOR THE RESURFACING OF MCCARTHY AVENUE

Dated: August 21, 2017

Prepared by: Emmett E. Primas, Jr.,
Assistant County Counsel

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**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF
GLOUCESTER AND THE TOWNSHIP OF MANTUA**

THIS SHARED SERVICES AGREEMENT (“Agreement”), dated this 21st day of August, 2017, by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the “County”), and the Township of Mantua, a municipal corporation of the State of New Jersey (hereinafter “Mantua”).

RECITALS

WHEREAS, the County of Gloucester (“County”) is a body politic and corporate of the State of New Jersey with main offices located at 2 S. Broad Street, Woodbury, NJ 08096; and

WHEREAS, the Township of Mantua (“Mantua”), a municipal corporation of the State of New Jersey with main offices located at 401 Main Street, Mantua, New Jersey 08051; and

WHEREAS, the County is undertaking a road reconstruction project for the Resurfacing and Safety Improvements to Main Street (C.R. 553A) and Wenonah Avenue/ Mantua Boulevard (C.R.632) in the Township of Mantua”, known as Engineering Project #16-01, and the Township of Mantua (hereinafter “Mantua”) has a need for the resurfacing of McCarthy Avenue, which is contiguous to County Engineering Project #16-01; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (“Act”), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties hereto, the County and Mantua do hereby agree as follows:

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

In order to facilitate a need by the Township, the County will incorporate the resurfacing of McCarthy Avenue into Engineering Project #16-01.

B. PAYMENT.

The Township shall be responsible for any and all costs associated with the roadway resurfacing of McCarthy Avenue and will reimburse the County for those costs upon presentment of an invoice.

C. DURATION OF AGREEMENT.

This Agreement shall be effective for a period of one (1) year commencing August 21, 2017 and concluding August 20, 2018, or until the resurfacing project is completed, whichever comes first.

Either party may terminate this agreement for any reason by providing written notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, 2 S. Broad Street, Woodbury, New Jersey, 08096. As to Mantua: Township of Mantua, 401 Main Street, Mantua, NJ 08051.

D. TERMINATION.

This Agreement may be terminated, upon written notice to the other party or parties, as appropriate, as follows:

1. If, through any cause, a party shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if a party shall violate any of the covenants, agreements, or stipulations of this Agreement, the aggrieved party shall thereupon have the right to terminate this Agreement upon giving written notice of such termination to the violating party;
2. A party may terminate this Agreement for public convenience at any time by a notice in writing to the other party or parties, as appropriate;
3. Termination shall not operate to affect the validity of the indemnification provisions of this Agreement, nor to prevent either party from pursuing any other relief to which it may be entitled pursuant to the terms of this Agreement.

E. LIMITATION OF DELEGATION.

Neither County nor Mantua intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of performing the services described in this Shared Services Agreement.

F. INDEMNIFICATION; INSURANCE; RENEWABLES.

Mantua hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by Mantua and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

Mantua represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed and the use to be made of the completed project. Simultaneously with the execution of this Agreement, Mantua shall provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

This Agreement will automatically renew by mutual consent of both Mantua and the County.

G. COMPLIANCE WITH LAWS AND REGULATIONS.

Each party to this Agreement shall at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Agreement.

H. 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 County, Mantua, 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.** Mantua and the County 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, Jurisdiction and Venue.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

I. **EFFECTIVE DATE.** This Shared Services Agreement shall be effective as of the 21st day of August, 2017, which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR

ATTEST:

TOWNSHIP OF MANTUA

JENNICA BILECI, CLERK

PETE SCIRROTTO, MAYOR

C-8

**RESOLUTION AUTHORIZING A CONTRACT WITH IH ENGINEERS, P.C. FROM
SEPTEMBER 6, 2017 TO SEPTEMBER 5, 2018 FOR \$126,654.54**

WHEREAS, the County has a need to contract for Construction Management & Inspection Services for the Local Bridge Rehabilitation Project at seven (7) locations in Gloucester County from September 6, 2017 to September 5, 2018; and

WHEREAS, the County requested proposals, via RFP-17-025, from interested providers, evaluated those proposals and concluded that IH Engineers, P.C., located at 103 College Road East, 1st Floor, Princeton, New Jersey, 08540, made the most advantageous proposal, for \$126,654.54; and

WHEREAS, this contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of \$126,654.54, pursuant to C.A.F. #17-07654, which shall be charged against budget line item #C-04-16-016-165-16234.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of contract for Construction Management & Inspection Services for the Local Bridge Rehabilitation Project at seven (7) location with IH Engineers, P.C., for \$126,654.54 from September 6, 2017 to September 5, 2018.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, September 6, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

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**CONTRACT BETWEEN
IH ENGINEERS, P.C.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 6th day of September, 2017, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **IH Engineers, P.C.**, with offices at 103 College Road East, 1st Floor, Princeton, New Jersey 08540, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for Construction Management & Inspection Services for the Local Bridge Rehabilitation Project at seven (7) locations in Gloucester County; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor does hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period from September 6, 2017 to September 5, 2018.
2. **COMPENSATION.** Contractor shall be compensated pursuant to the project prices set forth in, and subject to all terms and provisions of, the Contractor's proposal dated July 25, 2017 (hereinafter the "Proposal"), which was submitted in response to the County's Request for Proposal ("RFP") 17-025. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid in a total contract amount of \$126,654.54.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor

shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall as set forth be in the County's RFP-17-025, and Contractor's responsive proposal, dated July 25, 2017, which are incorporated by reference in their entirety and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP.

4. FURTHER OBLIGATIONS OF THE PARTIES. 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 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.

5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or

quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which 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 Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor'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.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the service that Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the

period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP-17-025 issued by the County of Gloucester and Vendor's responsive proposal dated July 25, 2017, which are incorporated by reference in their entirety and made a part of this Contract. Should there occur a conflict between this form of Contract and RFP-17-025, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP-17-025, and the Vendor's proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is made effective this 6th day of September, 2017.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

IH ENGINEERS, P.C.

**By:
Title:**

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

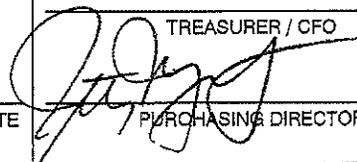
NO. 17-07654

ORDER DATE: 08/31/17
 REQUISITION NO: R7-07982
 DELIVERY DATE:
 STATE CONTRACT: RFP-17-025
 ACCOUNT NUM:

SHIP TO	GLOUC. CO ENGINEERING DEPT. 1200 N. DELSEA DR. BLDG A CLAYTON, NJ 08312 856-307-6600	as
	VENDOR #: IHENG010	
VENDOR	IH ENGINEERS, P.C. 103 COLLEGE RD. EAST, 1ST FL PRINCETON, NJ 08540	

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/DL	16-06 Professional Services Contract to provide Construction Management & Inspection Services per RFP-017-025 for the project "Local Bridge Rehabilitation Project at Seven (7) Locations Throughout Gloucester County." Engineering Project #16-06 Passed by Resolution: September 06, 2017	C-04-16-016-165-16234 Bridge Rehab. (7 Bridges) -	126,645.5400 LBFN (SA)	126,645.54
			TOTAL	126,645.54

<p>CLAIMANT'S CERTIFICATION & DECLARATION</p> <p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>RECEIVER'S CERTIFICATION</p> <p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>APPROVAL TO PURCHASE</p> <p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p>TREASURER / CFO  PURCHASING DIRECTOR</p>
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VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT

BASIS OF AWARD

(To be completed by County evaluation committee)
 (100 Point total will be used to determine the Award)
 The County will select the vendor deemed most advantageous to the
 County, based on price and other factors considered.

RFP-17-025 Construction Management – 7 Local Bridges – IH Engineers

EVALUATION FACTORS	SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	
A. <u>Technical Proposal contains all required information</u> All required documentation submitted. <u>5</u> points	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points. IH has personnel assigned that have excellent experience. Project Manager Thomas Fisher PE excellent structural experience..	25
C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points. IH has provided an excellent listing of similar work completed and has extensive knowledge of bridge repairs through their inspection work.	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> IH provided a very good and detailed work plan for the completion of this project. They understood the critical nature of the schedule and identified items to address this. They also identified the inportance of the maintenance of traffic control. Very Good overall. <u>25</u> points.	24
E. <u>Reasonableness of Cost Proposal</u> <u>20</u> points. IH provided a cost for this project that was very competitivie.	19
TOTALS	98

F-1

RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH SOUTH JERSEY OVERHEAD DOOR COMPANY FROM SEPTEMBER 19, 2017 TO SEPTEMBER 18, 2019 IN AN AMOUNT NOT TO EXCEED \$80,000.00 FOR YEAR ONE AND AN AMOUNT NOT TO EXCEED \$50,000.00 FOR YEAR TWO

WHEREAS, the County of Gloucester originally entered into a Contract on September 2, 2015 with South Jersey Overhead Door Company, with offices at 1360 North Delsea Drive, PO Box 1386, Vineland, NJ 08362 for the repair and replacement of existing overhead doors and installation of new overhead doors, as per PD-15-028, which contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Department of Buildings and Grounds has recommended exercising the option to extend the Contract for one (1) two-year period from September 19, 2017 to September 18, 2019, for an amount not to exceed \$80,000.00 for year one and an amount not to exceed \$50,000.00 for year two; and

WHEREAS, this Contract extension is for estimated units of services to be utilized on an as-needed basis, and therefore, this contact is open-ended which does not obligate the County to make any purchase and therefore, no Certificate of Availability of Funds is required at this time. Continuation of this extension beyond December 31, 2017 is conditioned upon approval of the 2018 Gloucester County budget; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with South Jersey Overhead Door Company for the repair and replacement of existing overhead doors and installation of new overhead doors, as per PD-15-028, from September 19, 2017 to September 18, 2019, in an amount not to exceed \$80,000.00 for year one and an amount not to exceed \$50,000.00 for year two; and, that the County's Purchasing Agent is hereby directed to inform New Jersey Overhead Door, LLC of the extension.

BE IT FURTHER RESOLVED, before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 6, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

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	<p>PD 015-028 Bid Opening 8/14/2015 10:00am</p>	<p>VENDOR: South Jersey Overhead Door Co. 1360 North Deisea Dr. PO Box 1386 Vineland, NJ 08362 Don Marshall, Vice President 856 692-2840 856 794-9247 Fax</p>	<p>VENDOR: New Jersey Overhead Door, LLC 14 Valley Road Manalapan, NJ 07726-4216 Anthony Chirichello, Owner 732-691-1503 no fax sales@njlod.com</p>	<p>SPECIFICATIONS AND PROPOSAL FORM COVERING THE REPAIR AND REPLACEMENT OF EXISTING AND INSTALLATION OF NEW OVERHEAD DOORS FOR THE COUNTY OF GLOUCESTER</p> <p>DESCRIPTION</p> <p>1 Labor charge for overhead door repairs and replacement of existing and installation of new overhead doors \$112.50 /HR per man \$115.00/HR per man</p> <p>2 Mark-up on cost of parts 10%</p> <p>Variations: (if any) NONE</p> <p>Will you extend your prices to local government entities within the County NO</p> <p>This is a (2) Two year contract with options for (2) two one year extensions or (1) one Two year extension.</p> <p>Bid specifications sent to: Construction Journal BidClerk Prime Vendor ISqFt</p> <p>Based upon the bids received, I recommend South Jersey Overhead Doors be awarded the contract as the lowest responsive, responsible bidder.</p> <p>Sincerely,</p> <p>Peter M. Mercanti Purchasing Director</p>
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**RESOLUTION AUTHORIZING AMENDMENT TO EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT, JAG-1-8TF-15 TO INCREASE THE IN-KIND
MATCH BY \$3,374.00**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on March 1, 2017 authorizing a grant application to the New Jersey Division of Criminal Justice for the Edward Byrne Memorial Justice Assistance Grant, JAG-1-8TF-15 for grant period July 1, 2016 to June 30, 2017; and

WHEREAS, the grant funds requested were in the amount of \$63,807.00, with an in-kind match of \$20,781.00 (funds from the Prosecutor's budget), for a total amount of \$84,588.00; and

WHEREAS, an increase in the in-kind match of \$3,374.00 is now necessary due to a change in the grant program guidelines and regulations, resulting in an amendment to the grant to increase the in-kind match to \$24,155.00, for a total grant amount of \$87,962.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. The amendment to the Edward Byrne Memorial Justice Assistance Grant, JAG-1-8TF-15 to increase the in-kind match by \$3,374.00 for a total in-kind match of \$24,155.00, resulting in a grant amount of \$87,962.00 is hereby authorized and approved; and,
2. The Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said application and/or amendment; and,
3. All terms and provisions of the original grant that are not amended herein shall remain in full force and effect.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 6, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

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**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD**

PROJECT TITLE FY15 Edward Byrne Memorial Justice Grant Program Multi-Jurisdictional County Gang, Gun and Narcotics Task Force	SUBAWARD AMOUNT Federal \$ 63,807 Match \$ 24,155 Total \$ 87,962
SUBRECIPIENT Gloucester County DUNS NO. 957362247	Subrecipient Indirect Cost Rate (ICR)
	CFDA NO. 16.738 – Edward Byrne Memorial Justice Assistance Grant Program CFDA AMOUNT FY15 est \$376,000,000
FEDERAL AWARD IDENTIFICATION NO. 2015-DJ-BX-0401 FEDERAL AWARDOING AGENCY Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice	FEDERAL AWARD DATE 8/27/2015 FEDERAL AWARD AMOUNT \$4,101,645.00 L&PS ICR 2.49%
STATE ACCOUNT NO. 15-100-066-1020-364	DATE OF AWARD June 29, 2017

In accordance with the provisions of 42 U.S.C. 3750, et seq., as amended, the Department of Law and Public Safety hereby awards to the above named Subrecipient a subaward in the amount specified for the purposes set forth in the approved application. The Multi-Jurisdictional County Gang, Gun and Narcotics Task Force focuses on suppressing street gangs engaged in violence, gun possession and narcotics distribution.

This subaward is subject to the requirements set forth in the appropriate Federal Regulations, the General Conditions for subawards promulgated by the Department of Law and Public Safety, all applicable Statutes of the State of New Jersey and the requirements of the State of New Jersey for State and local financial accounting including the filing of single audits as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and/or State Circular Letters 15-08-OMB and 07-05-OMB (if applicable). It is subject also to any general conditions and assurances, approved budget, application authorization, certifications, and special conditions attached to this program.

This subaward incorporates all conditions and representations contained or made in the application and notice of award (if applicable).

FOR THE SUBRECIPIENT:

FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY:

Signature of Authorizing Official

Attorney General or Designee

Robert M. Damming, Freeholder Director

Typed Name of Authorizing Official and Title

Date

7/28/17
Date

Subaward Number: JAG 1-8TF-15

Subaward Period: 7/1/2016 – 6/30/2017

Subrecipient Fiscal Year Start Date: January

Contact:
J. Peter Traum, Deputy Administrator
Office of the Attorney General
State Office of Victim Witness Advocacy
609-292-6766
Grants@njcag.gov

CERTIFICATION

I certify that the programs proposed in this application meet all the requirements of the the Edward Byrne Memorial Justice Assistance Grant (JAG) Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that my agency will comply with the provisions of the JAG Grant Program and all other applicable federal and state laws, regulations, and guidelines.

County of Gloucester
Subrecipient

JAG 1-8TF-15
Grant Number

Freeholder Director

Signature of Authorized Official

Title (e.g. Executive Director, Agency Head,
President, Chairperson of the Board)

Robert M. Damminger

7/28/17

Printed Name of Authorized Official

Date

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**RESOLUTION AUTHORIZING AGREEMENTS WITH THE TOWNSHIP OF
DEPTFORD, ELK/FRANKLIN TOWNSHIPS, BOROUGH OF GLASSBORO,
MANTUA/HARRISON TOWNSHIPS, MONROE TOWNSHIP, WASHINGTON
TOWNSHIP, AND WEST DEPTFORD TOWNSHIP FOR THE PROVISION OF THE
MUNICIPAL ALLIANCE DRUG AND ALCOHOL PREVENTION SERVICES
FROM JULY 1, 2017 TO JUNE 30, 2018**

WHEREAS, the County of Gloucester has applied for and received grant funds through the New Jersey Governor's Council on Alcoholism and Drug Abuse; and

WHEREAS, pursuant to the program, the Alcoholism and Drug Abuse Services are to be provided through individual municipalities for the purposes of prevention, education and intervention within the communities; and

WHEREAS, the County has agreed to enter into an agreement with the Township of Deptford, for a total amount of \$25,044.00; Elk/Franklin Townships, for a total amount of \$23,364.00; Borough of Glassboro for a total amount of \$18,841.00, Mantua/Harrison Townships, for a total amount of \$18,977.00; Monroe Township, for a total amount of \$26,460.00; Washington Township, for a total amount of \$34,880.00; and West Deptford Township, for a total amount of \$19,920.00, for the provision of Municipal Alliance Alcoholism and Drug Abuse Prevention Services; and

WHEREAS; the activities proposed within each agreement will be conducted in compliance with N.J.S.A. 26:2BB-5 and 6 and in accordance with the State and Federal statutes, as well as regulations and policies promulgated by either the State or Federal Government; and

WHEREAS, the County of Gloucester, Department of Health and Human Services, Division of Human and Disability Services reviewed all data in the municipal agreements and certifies to the Board of Chosen Freeholders of the County that all municipal plan agreements are correct and contain an annualized action and spending plan; and

WHEREAS, the County Treasurer has certified the availability of funds for the Township of Deptford Agreement in the amount of \$25,044.00, pursuant to C.A.F.# 17-07442, which amount shall be charged against budget line item G-02-17-385-331-20299; Elk/Franklin Townships Agreement in the amount of \$23,364.00, pursuant to C.A.F.# 17-07440, which amount shall be charged against budget line item G-02-17-385-331-20299; Borough of Glassboro in the amount of \$18,841.00, pursuant to C.A.F.# 17-07439, which amount shall be charged against budget line item G-02-17-385-331-20299; Mantua/Harrison Townships Agreement in the amount of \$18,977.00, pursuant to C.A.F.# 17-07437, which amount shall be charged against budget line item G-02-17-385-331-20299; Monroe Township Agreement in the amount of \$26,460.00, pursuant to C.A.F.# 17-07436, which amount shall be charged against budget line item G-02-17-385-331-20299; Washington Township Agreement in the amount of \$34,880.00, pursuant to C.A.F.# 17-07429, which amount shall be charged against budget line item G-02-17-385-331-20299; West Deptford Township Agreement in the amount of \$19,920.00, pursuant to C.A.F.# 17-07426, which amount shall be charged against budget line item G-02-17-385-331-20299.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of any documents necessary to effectuate Agreements between the County of Gloucester and Township of Deptford, for a total contract amount of \$25,044.00; Elk/Franklin Township, for a total contract amount of \$23,364.00; Borough of Glassboro for a total amount of \$18,841.00; Mantua/Harrison Township, for a total contract amount of \$18,977.00; Monroe Township, for a total contract amount of \$26,460.00; Washington Township, for a total contract amount of \$34,880.00; and West Deptford, for a total contract amount of \$19,920.00, from July 1, 2017 to June 30, 2018; and

BE IT FURTHER RESOLVED, the County of Gloucester, Department of Health and Human Services, Division of Human and Disability Services shall be responsible for monitoring the municipalities spending and expenditure reports according to the prevention plan.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 6, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

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AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Deptford** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, hereafter referred to as the "GRANTEE".

The undersigned accepts this Agreement and attachments A-G annexed to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2017 to June 30, 2018 contingent upon full compliance with all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the County will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at least thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$25,044.00.

THIS AGREEMENT is made effective the _____ day of _____, 2017.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF DEPTFORD

PAUL MEDANY, MAYOR

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content, WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and
 - incorporate broad based, community efforts; and
 - illustrate a broad base of service as determined by local needs; and
 - be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
 - be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
 - deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.
-

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2017, (2nd quarter) January 15th 2018, (3rd quarter) April 15, 2018, (4th quarter) July 15, 2018

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
- a cost summary of grant and matching funds incurred by the GRANTEE; and
- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
 2. The dollar amount of Alliance funds for the project or program; and
 3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.
-

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: 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 non-discrimination 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, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor 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 decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
 - B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
 - C. Report Number – Reports should be numbered consecutively within the budget period.
 - D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
 - E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
 - F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
 - G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
 - H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
 - I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
 - J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
 - K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.
-

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-07442

ORDER DATE: 08/23/17
REQUISITION NO: R7-07700
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

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GLouc. CO DISABILITY SERVICES
115 BUDD BLVD.
WEST DEPTFORD, NJ 08096
856-384-6842

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DEPTFORD TWP MUN. BLDG.
1011 COOPER ST.
DEPTFORD, NJ 08096

VENDOR #: DEPTF060

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	TO PROVIDE SERVICES IN ACCORDANCE WITH THE LETTER OF AGREEMENT WITH THE TOWNSHIP OF DEPTFORD FOR THE PROVISION OF MUNICIPAL ALLIANCE SERVICES FOR THE PREVENTION OF ALCOHOLISM AND DRUG ABUSE FOR FY BEGINNING 7/1/17 AND ENDING 6/30/18	G-02-17-385-331-20299 Other Outside Services	25,044.0000	25,044.00
			TOTAL	25,044.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

Theresa A. Smith
TREASURER / CFO
[Signature]
PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Townships of Elk/Franklin** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, hereafter referred to as the "GRANTEE".

The undersigned accepts this Agreement and attachments A-G annexed to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2017 to June 30, 2018 contingent upon full compliance with all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the County will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at least thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$23,364.00.

THIS AGREEMENT is made effective the _____ day of _____, 2017.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF ELK

ED POISKER, MAYOR

ATTEST:

TOWNSHIP OF FRANKLIN

DONALD KREVETSKI, MAYOR

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and
 - incorporate broad based, community efforts; and
 - illustrate a broad base of service as determined by local needs; and
 - be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
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-

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The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

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- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

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For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2017, (2nd quarter) January 15th 2018, (3rd quarter) April 15, 2018, (4th quarter) July 15, 2018.

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
- a cost summary of grant and matching funds incurred by the GRANTEE; and
- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
 2. The dollar amount of Alliance funds for the project or program; and
 3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.
-

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: 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 non-discrimination 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, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor 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 decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
 - B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
 - C. Report Number – Reports should be numbered consecutively within the budget period.
 - D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
 - E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
 - F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
 - G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
 - H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
 - I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
 - J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
 - K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.
-

ATTACHMENT G

"Hold Harmless" – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-07440

ORDER DATE: 08/23/17
REQUISITION NO: R7-07703
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

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GLOUC. CO DISABILITY SERVICES
115 BUDD BLVD.
WEST DEPTFORD, NJ 08096
856-384-6842

**V
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R**
FRANKLIN TOWNSHIP
1571 DELSEA DRIVE
FRANKLINVILLE, NJ 08322
VENDOR #: FRANKTWP

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	TO PROVIDE SERVICES IN ACCORDANCE WITH THE LETTER OF AGREEMENT WITH THE TOWNSHIPS OF FRANKLIN/ELK FOR THE PROVISION OF MUNICIPAL ALLIANCE SERVICES FOR THE PREVENTION OF ALCOHOL AND DRUG ABUSE FOR FY BEGINNING 7/1/17 AND ENDING 6/30/18	G-02-17-385-331-20299 Other Outside Services	23,364.0000	23,364.00
			TOTAL	23,364.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X
VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

Michael J. ...
TREASURER / CFO

[Signature]
PURCHASING DIRECTOR

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Borough of Glassboro** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, hereafter referred to as the "GRANTEE".

The undersigned accepts this Agreement and attachments A-G annexed to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2017 to June 30, 2018 contingent upon full compliance with all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the County will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at least thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$18,841.00.

THIS AGREEMENT is made effective the _____ day of _____, 2017.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF GLASSBORO

LEO MCCABE, MAYOR

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and
 - incorporate broad based, community efforts; and
 - illustrate a broad base of service as determined by local needs; and
 - be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
 - be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
 - deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.
-

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

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 - C. Report Number – Reports should be numbered consecutively within the budget period.
 - D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
 - E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
 - F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
 - G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
 - H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
 - I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
 - J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
 - K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.
-

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-07439

ORDER DATE: 08/23/17
REQUISITION NO: R7-07704
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1
**S
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GLOUC. CO DISABILITY SERVICES
115 BUDD BLVD.
WEST DEPTFORD, NJ 08096
856-384-6842

VENDOR #: BOROU006

**V
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BOROUGH OF GLASSBORO
ATTN: PATRICIA FRONTINO
1 SOUTH MAIN STREET
GLASSBORO, NJ 08028

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	TO PROVIDE SERVICES IN ACCORDANCE WITH THE LETTER OF AGREEMENT WITH THE BOROUGH OF GLASSBORO FOR THE PROVISION OF MUNICIPAL ALLIANCE SERVICES FOR THE PREVENTION OF ALCOHOL AND DRUG ABUSE FOR FY BEGINNING 7/1/17 AND ENDING 6/30/18	G-02-17-385-331-20299 Other outside Services	18,841.0000	18,841.00
			TOTAL	18,841.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE _____ DATE _____

TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD _____ DATE _____

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

Michael J. Bush
TREASURER / CFO

[Signature]
PURCHASING DIRECTOR

VOUCHERED COPY SIGN AT X AND RETURN FOR PAYMENT

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Townships of Mantua/Harrison** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, hereafter referred to as the "GRANTEE".

The undersigned accepts this Agreement and attachments A-G annexed to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2017 to June 30, 2018 contingent upon full compliance with all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the County will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at least thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$18,977.00.

THIS AGREEMENT is made effective the _____ day of _____, 2017.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF MANTUA

PETER SCIRROTTO, MAYOR

ATTEST:

TOWNSHIP OF HARRISON

LOU MANZA, MAYOR

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and
 - incorporate broad based, community efforts; and
 - illustrate a broad base of service as determined by local needs; and
 - be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
 - be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
 - deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.
-

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2017, (2nd quarter) January 15th 2018, (3rd quarter) April 15, 2018 (4th quarter) July 15, 2018.

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
- a cost summary of grant and matching funds incurred by the GRANTEE; and
- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
 2. The dollar amount of Alliance funds for the project or program; and
 3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.
-

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: 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 non-discrimination 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, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor 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 decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
 - B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
 - C. Report Number – Reports should be numbered consecutively within the budget period.
 - D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
 - E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
 - F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
 - G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
 - H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
 - I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
 - J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
 - K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.
-

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-07437

ORDER DATE: 08/23/17
 REQUISITION NO: R7-07707
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

SHIP TO	GLOUC. CO DISABILITY SERVICES 115 BUDD BLVD. WEST DEPTFORD, NJ 08096 856-384-6842
	VENDOR #: MANTU0010
VENDOR	MANTUA TOWNSHIP 401 MAIN STREET MANTUA, NJ 08051

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	TO PROVIDE SERVICES IN ACCORDANCE WITH THE LETTER OF AGREEMENT WITH THE TOWNSHIPS OF MANTUA/HARRISON FOR THE PREVENTION OF ALCOHOL AND DRUG ABUSE FOR THE FY BEGINNING 7/1/17 AND ENDING 6/30/18	G-02-17-385-331-20299 Other outside Services	18,977.0000	18,977.00
			TOTAL	18,977.00

<p>CLAIMANT'S CERTIFICATION & DECLARATION</p> <p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>RECEIVER'S CERTIFICATION</p> <p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>APPROVAL TO PURCHASE</p> <p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Michael A. Zurko</i> _____ TREASURER / CFO</p> <p><i>[Signature]</i> _____ PURCHASING DIRECTOR</p>
---	--	---

VOUCHER COPY SIGN AT Y AND RETURN FOR PAYMENT

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Monroe** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, hereafter referred to as the "GRANTEE".

The undersigned accepts this Agreement and attachments A-G annexed to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2017 to June 30, 2018 contingent upon full compliance with all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the County will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at least thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$26,460.00.

THIS AGREEMENT is made effective the _____ day of _____, 2017.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF MONROE

DANIEL P. TEFFY, MAYOR

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

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- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
 - identify and impact some aspect of the biopsychosocial model; and
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The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

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The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

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GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

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Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

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Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

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Other than;

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2. organizations named in OMB A-122 as not subject to that circular.

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the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

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The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
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- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
 2. The dollar amount of Alliance funds for the project or program; and
 3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.
-

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: 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 non-discrimination 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, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor 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 statues and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
 - B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
 - C. Report Number – Reports should be numbered consecutively within the budget period.
 - D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
 - E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
 - F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
 - G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
 - H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
 - I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
 - J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
 - K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.
-

ATTACHMENT G

"Hold Harmless" – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-07436

ORDER DATE: 08/23/17
REQUISITION NO: R7-07708
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg

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GLOUC. CO DISABILITY SERVICES
115 BUDD BLVD.
WEST DEPTFORD, NJ 08096
856-384-6842

**V
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MONROE TOWNSHIP
125 VIRGINIA AVENUE
WILLIAMSTOWN, NJ 08094

VENDOR #: MONROU40

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	TO PROVIDE SERVICES IN ACCORDANCE WITH THE LETTER OF AGREEMENT WITH THE TOWNSHIP OF MONROE FOR THE PROVISION OF MUNICIPAL ALLIANCE SERVICES FOR THE PREVENTION OF ALCOHOL AND DRUG ABUSE FOR FY BEGINNING 7/1/17 AND ENDING 6/30/18	G-02-17-385-331-20299 Other outside services	26,460.0000	26,460.00
			TOTAL	26,460.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

Muel...
TREASURER / CFO
J...
PURCHASING DIRECTOR

VOUCHER COPY, SIGN AT X AND RETURN FOR PAYMENT

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Washington** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, hereinafter referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2017 to June 30, 2018 contingent upon full compliance with all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the County will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at least thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$34,880.00.

THIS AGREEMENT is made effective the _____ day of _____, 2017.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF WASHINGTON

JOANN GATTENELLI, MAYOR

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content, WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and
 - incorporate broad based, community efforts; and
 - illustrate a broad base of service as determined by local needs; and
 - be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
 - be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
 - deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.
-

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

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ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

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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, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor 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 statues and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such report or other document to the Affirmative Action Office 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 Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
 - B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
 - C. Report Number – Reports should be numbered consecutively within the budget period.
 - D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
 - E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
 - F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
 - G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
 - H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
 - I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
 - J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
 - K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.
-

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-07429

ORDER DATE: 08/23/17
 REQUISITION NO: R7-07716
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

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GLOUC. CO DISABILITY SERVICES
 115 BUDD BLVD.
 WEST DEPTFORD, NJ 08096
 856-384-6842

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WASHINGTON TOWNSHIP
 PO BOX 1106
 TURNERSVILLE, NJ 08012

VENDOR #: WASHI030

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	TO PROVIDE SERVICES IN ACCORDANCE WITH THE LETTER OF AGREEMENT WITH THE TOWNSHIP OF WASHINGTON FOR THE PROVISION OF MUNICIPAL ALLIANCE SERVICES FOR THE PREVENTION OF ALCOHOL AND DRUG ABUSE FOR FY BEGINNING 7/1/17 AND ENDING 6/30/18	G-02-17-385-331-20299 Other Outside Services	34,880.0000	34,880.00
			TOTAL	34,880.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE _____ DATE _____

TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD _____ DATE _____

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
 UNLESS IT IS SIGNED BELOW**

[Signature]
 TREASURER / CFO

[Signature]
 PURCHASING DIRECTOR

VOUCHER COPY SIGN AT Y AND RETURN FOR PAYMENT

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of West Deptford** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, hereafter referred to as the "GRANTEE".

The undersigned accepts this Agreement and attachments A-G annexed to be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period July 1, 2017 to June 30, 2018 contingent upon full compliance with all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the County will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at least thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$19,920.00.

THIS AGREEMENT is made effective the _____ day of _____, 2017.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF WEST DEPTFORD

DENICE DICARLO, MAYOR

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2014 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and
 - incorporate broad based, community efforts; and
 - illustrate a broad base of service as determined by local needs; and
 - be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
 - be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
 - deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.
-

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following:

(1st quarter) October 15, 2017, (2nd quarter) January 15th 2018, (3rd quarter) April 15, 2018, (4th quarter) July 15, 2018.

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
- a cost summary of grant and matching funds incurred by the GRANTEE; and
- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUBCONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
 2. The dollar amount of Alliance funds for the project or program; and
 3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.
-

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

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

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: 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 non-discrimination 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, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or sub-contractor agrees to attempt in good faith to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127 as amended and supplemented from time to time.

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or sub-contractor 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 decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

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GENERAL CONDITIONS OF FUNDING

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1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

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Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
 - B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
 - C. Report Number – Reports should be numbered consecutively within the budget period.
 - D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
 - E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
 - F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
 - G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
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 - I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
 - J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
 - K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.
-

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

County of Gloucester Purchasing Department
 PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-07426

ORDER DATE: 08/23/17
 REQUISITION NO: R7-07721
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

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GLOUC. CO DISABILITY SERVICES
 115 BUDD BLVD.
 WEST DEPTFORD, NJ 08096
 856-384-6842

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WEST DEPTFORD TOWNSHIP
 400 CROWN POINT RD.
 WEST DEPTFORD, NJ 08086-0089

VENDOR #: WESTD050

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	TO PROVIDE SERVICES IN ACCORDANCE WITH THE LETTER OF AGREEMENT WITH THE TOWNSHIP OF WEST DEPTFORD FOR THE PROVISION OF MUNICIPAL ALLIANCE SERVICES FOR THE PREVENTION OF ALCOHOL AND DRUG ABUSE FOR FY BEGINNING 7/1/17 AND ENDING 6/30/18	G-02-17-385-331-20299 other outside services	19,920.0000	19,920.00
			TOTAL	19,920.00

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Marked A. Brook</i> _____ TREASURER / CFO</p> <p><i>[Signature]</i> _____ PURCHASING DIRECTOR</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

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**RESOLUTION AUTHORIZING AN AGREEMENT WITH NJ TRANSIT REGARDING
THE SFY 2018 NJ-JARC ROUND 4 GRANT PROGRAM FOR ADDITIONAL
FUNDING IN THE AMOUNT TO \$110,000.00 WITH AN IN-KIND MATCH OF
\$110,000.00 FOR A TOTAL AMOUNT OF \$220,000.00 FOR GRANT PERIOD JULY 1,
2017 TO JUNE 30, 2018**

WHEREAS, by Resolution adopted on May 11, 2016, the Gloucester County Board of Chosen Freeholders authorized grant applications with NJ Transit for funding available through the Job Access and Reverse Commute ("JARC") SFY17 Round 3 and SFY18 Round 4 Grant Programs; and

WHEREAS, additional SFY 2018 NJ-JARC 4 Grant funding is now available for a 12 month period from July 1, 2017 to June 30, 2018 for \$110,000.00 with an in-kind match of \$110,000.00, for a total amount of \$220,000.00; and

WHEREAS, said funding will be used by the County Department of Human Services, Division of Transportation Services to support employment related transportation, such as the on-going shuttle bus transportation to Pureland Industrial Park, literacy transportation, and transportation to employment opportunities for low-income residents and people with disabilities; and

WHEREAS, all other terms and conditions of the grant, with the exception of the total grant amount of \$220,000.00 for the period July 1, 2017 to June 30, 2018 as set forth herein, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to the Operating Agreement with NJ Transit and any other documents necessary to obtain funding relative to the SFY 2018 NJ-JARC 4 Grant program in the amount of \$110,000.00 with an in-kind match of \$110,000.00, for a total amount of \$220,000.00 for grant period July 1, 2017 to June 30, 2018.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 6, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

BUDGET AMENDMENT FORM

DATE: 8/25/17

1. GRANT TITLE: Job Access and Reverse Commute (JARC) SFY'18 Round 4

2. DEPARTMENT: Human & Disability Services

3. FUNDING AGENCY CONTACT PERSON: James P. Flynn

4. FUNDING AGENCY PHONE NUMBER: 973-491-7382

5. GRANT AMOUNT: \$ 110,000.00

6. A. CASH MATCH AMOUNT: \$ _____
(Attach mandated documentation)

B. IN-KIND MATCH: \$ 110,000.00

C. MODIFICATION AMOUNT: \$ _____

D. NEW TOTAL: \$ 220,000.00

8. CONTRACT PERIOD: FROM: 7/1/17 TO: 6/30/18

9. HOW DOES COUNTY RECEIVE PAYMENT?:

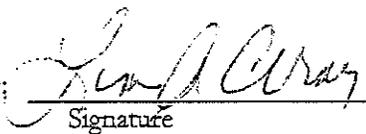
MONTHLY: X
QUARTERLY: _____
END OF CONTRACT: _____
ADVANCE: _____
OTHER (EXPLAIN): _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY X QUARTERLY _____ END OF CONTRACT _____

LIST DATES REPORTS ARE DUE: 8/31/17, 9/30/17, 10/31/17, 11/30/17,
12/30/17, 1/30/18, 2/28/18, 3/31/18,
4/30/18, 5/31/18, 6/30/18, 7/31/18,

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____ NO X
 (IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)
12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
 EXPLAIN: Federal and State funds under this grant continue to fluctuate. This grant requires a 100% local match.

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Application between Gloucester County and NJ Transit to receive Job Access and Reverse Commute (JARC) grant funds for SFY'18 Round 4 commencing on July 1, 2017 and concluding June 30, 2018.
14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
 YES X NO _____

DEPARTMENT HEAD: 
 Signature

DATE: 8/25/17

- ***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:
- COMMITMENT LETTER
 - SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
 - BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED



August 15, 2017

Ms. Lisa Cerny
Gloucester County
Division of Transportation
115 Budd Boulevard
West Deptford, NJ 08096

RE: SFY 2018 NJ-JARC 4 Operating Agreement

Dear Ms. Cerny:

Attached is an Agreement between NJ TRANSIT and **Gloucester County** for the **SFY 2018 (July 1, 2017 - June 30, 2018) NJ-JARC 4** grant year. All funding is contingent on availability of funds.

- Print **three** originals.
- Do **not** date the first page.
- Sign & Date, Attest & Date, & **Notarize with Raised Seal**, page 6.
- Sign, Date, & **Notarize with Raised Seal**, page 22, Exhibit G.
- Sign & Date page 23, Exhibit H.

In addition, please provide an **Authorizing Resolution**. In the Resolution, you must indicate the **source and commitment of your local funds matching this grant**. Please indicate on the **Resolution** that it is for the **SFY 2018 NJ-JARC 4 Grant Program**. We also require a **Certificate of Insurance indicating a minimum combined single limit liability insurance policy of \$5,000,000**. The Certificate should include **NJ TRANSIT and the State of New Jersey as additional insureds and include an indemnification clause** which provides NJ TRANSIT, the State of New Jersey, (and any other party of interest designated by NJ TRANSIT) protection from claims arising out of your NJ JARC service. Please indicate on the **Certificate of Insurance** that it is for the **SFY 2018 NJ-JARC 4 Grant Program**.

Return all three signed agreements and required documentation before or by September 15, 2017 to Elaine Restaino at:

Elaine A. Restaino, Assistant Planner
NJ TRANSIT, Community Transportation
One Penn Plaza East, 4th Floor
Newark, NJ 07105

A fully executed agreement will be returned to you after all the above required documentation is received. Along with the fully executed agreement you will also be sent the corresponding reimbursement request form. Please note, no expansions will be permitted for future NJ JARC projects starting with NJ JARC 5 SFY 2019. NJ JARC actual funding amounts starting with SFY 2019 may be reduced due to prior FTA funds being expended by all subrecipients and possible decreases in other funds.

Thank you for your continued cooperation. If you have any questions, please contact Jim Flynn, Community Transportation Administrator, at (973) 491-7382.

Sincerely,

Anna R. Magri

Anna R. Magri, Director
Local Programs, Minibus Support, & Community Transportation

cc: Jim Flynn, Community Transportation Administrator

**NJ JARC 4
Monthly Expenditure Report and Reimbursement Request
OPERATING (SFY 2018)**

Grantee: Gloucester County

Report Number: _____ Agreement: From: July 1, 2017 To: June 30, 2018

Report Date: _____ Expenses: From: _____ To: _____

Service Start Date: _____ Name of Service: _____

PO # _____

REIMBURSEMENT PAYABLE TO: Gloucester County Division of Transportation
115 Budd Boulevard
West Deptford, NJ 08096

Signature of Authorized Certifying Official: _____ Date: _____

Print Name & Title: Lisa Cerny, Director

Phone No: 856-384-6874

OPERATING BUDGET LINE ITEMS	PROJECT BUDGET	REIMBURSEMENT REQUEST	REIMBURSEMENT REQUESTED TO DATE
Salaries/Fringe Benefits (Operations manager, drivers, mechanics, and dispatchers, etc.)	\$200,000		
Administration (S&W 10% Max)			
Licenses and Registration			
Third Party Contract Services			
Maintenance & Repairs	\$10,000		
Materials Consumed (oil, fuel, etc.)	\$10,000		
Other Miscellaneous Expenses (including uniforms, vehicle insur)			
Total Operating Expenses	\$220,000		
(- Fares, Donations)			
Net Operating Expenses	\$220,000		
(-) 50% Local Share	\$110,000		
Total Reimbursement (110,000 NJT)	\$110,000		

THE EXPENSE DOCUMENTATION AND SERVICE REPORT MUST BE ATTACHED.

NJ TRANSIT USE ONLY			
REIMBURSEMENT SOURCE	AMOUNT	Project # - Line #	PO #
Total Reimbursement Approved			

Signature indicates that Reimbursement form and all procurement documents were reviewed and are in compliance with signed contract requirements.

Approved for Payment _____ Date: _____

Department: Human Services
Grant Title: JARC SFY 18 Round 4

Salary and Wages Detail

List all Employees within the program
 insert more lines if necessary
 Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary
 2017 Fringe is 60.64% for PERS and 70.56% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Debra Caltagirone	Omnibus Operator	\$ 15,000	60.64%	\$ 9,096.00	\$ 15,000.00	\$ 24,096.00
Tracey cudd	Omnibus Operator	\$ 15,000	60.64%	\$ 9,096.00	\$ 15,000.00	\$ 24,096.00
Deborah Davis	Omnibus Operator	\$ 15,000	60.64%	\$ 9,096.00	\$ 15,000.00	\$ 24,096.00
Karen Allen	Omnibus Operator	\$ 15,000	60.64%	\$ 9,096.00	\$ 15,000.00	\$ 24,096.00
Patricia Wheeler	Omnibus Operator	\$ 15,000	60.64%	\$ 9,096.00	\$ 15,000.00	\$ 24,096.00
Elizabeth Bauer	Omnibus Operator	\$ 15,000	60.64%	\$ 9,096.00	\$ 15,000.00	\$ 24,096.00
Monica Bilbow	Omnibus Operator	\$ 15,000	60.64%	\$ 9,096.00	\$ 15,000.00	\$ 24,096.00
Susan Blair	Omnibus Operator	\$ 15,000	60.64%	\$ 9,096.00	\$ 15,000.00	\$ 24,096.00
Chris Bradley	Omnibus Operator	\$ 15,000	60.64%	\$ 9,096.00	\$ 15,000.00	\$ 24,096.00
Vince Catrambone	Omnibus Operator	\$ 15,000	60.64%	\$ 9,096.00	\$ 15,000.00	\$ 24,096.00
Steve Carlin	Omnibus Operator	\$ 15,000	60.64%	\$ 9,096.00	\$ 15,000.00	\$ 24,096.00
Dana Convery	Omnibus Operator	\$ 15,000	60.64%	\$ 9,096.00	\$ 15,000.00	\$ 24,096.00
Franco Melendez	Omnibus Operator	\$ 10,000	60.64%	\$ 6,064.00	\$ 10,000.00	\$ 16,064.00
Patricia Sweet	Omnibus Operator	\$ 10,000	60.64%	\$ 6,064.00	\$ 10,000.00	\$ 16,064.00
		\$ 200,000		\$ 121,280	\$ 200,000	\$ 321,280

(a)

Other Expenses	Grant Funds	County Funds	Total OE
repairs	\$ 10,000.00		\$ 10,000.00
fuel	\$ 10,000.00	-	\$ 10,000.00
	\$ 20,000.00	-	\$ 20,000.00

(b)

Total Program Cost	Grant	County	Total
	\$ 110,000.00	\$ 121,280	\$ 231,280.00

(c)

Grant Funding History

	New	17-XXX	16-XXX	15-XXX	14-XXX
S&W, Fringe	\$ 200,000.00	\$ 70,000.00	\$ 70,000.00	\$ 132,000.00	\$ 205,600.00
OE	\$ 20,000.00	\$ 10,000.00	\$ 10,000.00	\$ 12,000.00	\$ 19,400.00
	\$ 220,000.00	\$ 80,000.00	\$ 80,000.00	\$ 144,000.00	\$ 225,000.00

JOB ACCESS AND REVERSE COMMUTE (JARC) - Round SFY'2018 Round 4
TRANSPORTATION GRANT - BUDGET PAGE
JULY 1, 2017 TO JUNE 30, 2018

101	SALARIES - Salary to pay for services rendered by the Division of Transportation Services.	\$90,000
305	Repairs and Maintenance - Reimbursement to County Fleet Management for repair and maintenance performed on the vehicles.	\$10,000
470	FUEL + OIL - Reimbursement to County Fleet Management for fuel and oil used by DTS Program.	\$10,000
TOTAL		\$110,000

Form C-2

Department Code 333-002

Submission Date 8/22/17

Department - Human Services (DTS) Revision Date



August 15, 2017

Ms. Lisa Cerny
Gloucester County
Division of Transportation
115 Budd Boulevard
West Deptford, NJ 08096

RE: SFY 2018 NJ-JARC 4 Operating Agreement

Dear Ms. Cerny:

Attached is an Agreement between NJ TRANSIT and Gloucester County for the SFY 2018 (July 1, 2017 - June 30, 2018) NJ-JARC 4 grant year. All funding is contingent on availability of funds.

- Print **three** originals.
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In addition, please provide an **Authorizing Resolution**. In the Resolution, you must indicate the **source and commitment of your local funds matching this grant**. Please indicate on the Resolution that it is for the SFY 2018 NJ-JARC 4 Grant Program. We also require a **Certificate of Insurance** indicating a **minimum combined single limit liability insurance policy of \$5,000,000**. The Certificate should include NJ TRANSIT and the State of New Jersey as additional insureds and include an **indemnification clause** which provides NJ TRANSIT, the State of New Jersey, (and any other party of interest designated by NJ TRANSIT) protection from claims arising out of your NJ JARC service. Please indicate on the **Certificate of Insurance** that it is for the SFY 2018 NJ-JARC 4 Grant Program.

Return **all three signed agreements and required documentation** before or by September 15, 2017 to Elaine Restaino at:

Elaine A. Restaino, Assistant Planner
NJ TRANSIT, Community Transportation
One Penn Plaza East, 4th Floor
Newark, NJ 07105

A fully executed agreement will be returned to you after all the above required documentation is received. Along with the fully executed agreement you will also be sent the corresponding reimbursement request form. Please note, no expansions will be permitted for future NJ JARC projects starting with NJ JARC 5 SFY 2019. NJ JARC actual funding amounts starting with SFY 2019 may be reduced due to prior FTA funds being expended by all subrecipients and possible decreases in other funds.

Thank you for your continued cooperation. If you have any questions, please contact Jim Flynn, Community Transportation Administrator, at (973) 491-7382.

Sincerely,

Anna R. Magri

Anna R. Magri, Director
Local Programs, Minibus Support, & Community Transportation

cc: Jim Flynn, Community Transportation Administrator



**NJ-JARC 4 OPERATING AGREEMENT
BETWEEN NEW JERSEY TRANSIT CORPORATION
AND
Gloucester County**

This Agreement is made as of _____, 2017, (date to be posted by NJ TRANSIT upon execution of this Agreement), by and between the New Jersey Transit Corporation (hereinafter "NJ TRANSIT"), an instrumentality of the State of New Jersey and **Gloucester County** (hereinafter "SUBRECIPIENT"), with offices at **Gloucester County, Division of Transportation, 115 Budd Boulevard, West Deptford, NJ 08096** (collectively the "Parties").

WHEREAS, NJ TRANSIT is empowered, pursuant to the New Jersey Public Transportation Act of 1979 (N.J.S.A. 27:25-1 et seq.), to contract for transportation services that are operated in the State of New Jersey; and

WHEREAS, NJ TRANSIT has created the state funded NJ-JARC program as the successor to the former federally funded Job Access and Reverse Commute (JARC) program; and

WHEREAS, NJ TRANSIT is providing the operating funding for transportation services planned, designed, and carried out to improve access to employment and/or to employment related activities for low-income individuals and to transport residents of urban areas and non-urban areas to suburban employment opportunities;

WHEREAS, NJ TRANSIT has determined that the Service, set forth in the Subrecipient's grant application in **EXHIBIT A** and pursuant to the terms below, is eligible for funding under the NJ-JARC program;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein the Parties hereto covenant and agree with each other as follows:

- 1. PURPOSE, TERM, RESPONSIBILITIES AND PAYMENT:** This Agreement between NJ TRANSIT and the Subrecipient is solely for the purpose of the operation of public transportation services to be provided by the Subrecipient as described in their application **EXHIBIT A**. The Subrecipient itself or through a contract with another organization shall directly and fully promote the Service at the Subrecipient's expense. The Service shall be at all times under the control and supervision of the Subrecipient. It is understood and agreed by the Parties that the Subrecipient is a not an agent of NJ TRANSIT. It is further understood that if the Subrecipient elects to provide the Service by contracting with another entity, that such entity shall be an independent contractor of the Subrecipient, not NJ TRANSIT. The Term of this Agreement shall be from **July 1, 2017 to June 30, 2018** ("Term"). **NJ TRANSIT funds to be expended by June 30, 2018.**
- 2. Agreement Amount:** The amount of NJ TRANSIT funds to be reimbursed to the Subrecipient during the term of this Agreement shall not exceed **\$110,000** to be reimbursed to the Subrecipient under this Agreement during the first twelve (12) months of documented service expenses. **SUBRECIPIENT shall provide a match of \$110,000 for these twelve (12) months of this project. The total budget amount shall not exceed the total \$220,000.**
- 3. CHANGES IN SERVICE:** Any changes in Service by the Subrecipient during the Term of this Agreement shall be submitted as revised **EXHIBIT A**, as appropriate, in a timely manner to NJ TRANSIT for review and concurrence within sixty (60) days. NJ TRANSIT reserves the right to disapprove any change in Service, and in such case the Subrecipient either shall not implement the change or shall retract the change.
- 4. TERMS OF PAYMENT:** NJ TRANSIT shall pay the Subrecipient fifty (50%) percent of the total Service cost, including all operating costs associated with this Service. During the term of this Agreement, the Subrecipient shall submit to NJ TRANSIT properly executed reimbursement requests on or within forty five

(45) days of the end of the month for which payment is being requested. See **EXHIBIT B** for additional details. NJ TRANSIT shall be permitted to verify, audit and adjust any claim made by the Subrecipient. All payments shall be subject to adjustment following a federal or state audit, and the Subrecipient shall be responsible as a result of any such audit exceptions.

5. **MONITORING AND REPORTING PROGRAM PERFORMANCE:** The Subrecipient shall submit to NJ TRANSIT Monthly Summary Reports (MSR). These reports shall be submitted twenty (20) days after the end of every calendar month. These reports should be electronically submitted to NJ TRANSIT via S-RIDES as described in **EXHIBIT C**. The Subrecipient must clearly indicate the NJ-JARC ridership on their MSR and must show the funding source as "State" for the Service. From time to time, NJ TRANSIT may determine, at its sole discretion, based on ridership results and other factors, and in the best interest of NJ TRANSIT, whether it wishes to continue this Service and may terminate the Agreement and the Service pursuant to Section 23, below
6. **EMPLOYEE REQUIREMENTS:** The Subrecipient and/or its contractor must have complete control over the employment of all personnel required to provide the Service detailed in **EXHIBIT A**.
7. **DRIVER TRAINING:** The Subrecipient or its contractor must be responsible for all driver training and shall certify that drivers operating the Service are at all times in possession of valid CDL drivers licenses which have not lapsed and are familiar with routes, fares, and policies of the Service.
8. **FARE SYSTEM AND ZONE STRUCTURE:** The Subrecipient may establish and charge fares for the Service, subject to written approval by NJ TRANSIT, as attached in **EXHIBIT D**. Fares shall be uniformly applied to all passengers without regard to their place of residence or place of employment.
9. **EQUIPMENT:** Equipment to operate the Service vehicles will be provided by the Subrecipient. The Subrecipient shall be responsible for providing and maintaining sufficient back-up vehicles.
10. **INSPECTION:** NJ TRANSIT inspectors and their designated agents and representatives shall, upon presentation of valid identification, have the unimpeded right to enter upon the Subrecipient's or contractor's premises, and to enter and travel upon, or inspect all equipment utilized in providing this Service, for the purpose of conducting inspections. NJ TRANSIT shall make a reasonable effort not to unduly interfere with the operations or maintenance schedules of the Subrecipient during these inspections.
11. **INSURANCE and IDEMNIFICATION:**
 - a. **Insurance**

The Subrecipient shall maintain a minimum combined single limit liability insurance policy of \$5,000,000 with a loss payee endorsement in favor of NJ TRANSIT and any other party in interest designated by NJ TRANSIT. The Subrecipient shall furnish NJ TRANSIT with certificates of insurance or written evidence of insurance indicating coverage in amounts stated herein, which will include NJ TRANSIT as an additional insured party and provide for written notice to NJ TRANSIT within 30 days of cancellation or reduction in the amount stated herein. The maintenance of insurance under this section shall not relieve the Subrecipient of any liability where liability for injury, death or property damage is greater than the insurance coverage.
 - b. **Indemnification**

The Subrecipient shall defend, indemnify, protect and save harmless the State of New Jersey, NJ TRANSIT, their departments, subsidiaries, board, officers, agents and employees, from and against any and all suits, claims, demands or damages of any nature whether for injury to, or death of persons or damage to property arising or claimed to arise from any acts or omissions, whether negligent or not, by the Subrecipient, its agents, employees all irrespective of whether such acts or omissions are within or beyond the control of the Subrecipient performing the services provided under this Agreement, including but not limited to costs of investigation, court costs, counsel fees, settlements, judgments or otherwise. In the event of any such claim, demand, or suit against or joining the State of New Jersey, NJ TRANSIT, their boards, officers, agents, and employees arising out of the performance of this Agreement or the Service, the Subrecipient shall assume and take over the investigation and defense thereof as its own cost and expense as set forth above.
12. **NOTIFICATION:** The Subrecipient must immediately notify NJ TRANSIT in writing of any change of its address and/or its primary contact. Any request, demand, authorization, direction, notice, consent, waiver or other document provided or permitted by this Agreement to be made upon, given or furnished it, or filed

shall be in writing and shall be delivered by hand or by deposit in the registered mails of the United States, postage prepaid, in an envelope and addressed as follows:

If to NJ TRANSIT: Anna Magri, Director
Local Programs, Minibus Support, & Community Transportation
NJ TRANSIT
One Penn Plaza East, 4th Floor
Newark, NJ 07105-2246

If to the Subrecipient: **Gloucester County**
Division of Transportation
115 Budd Boulevard
West Deptford, NJ 08096

13. **NONDISCRIMINATION:** The parties of this contract do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:2-4, and 10:5-31 et seq., (P.L. 1975, c. 127, as amended and supplemented), the rules and regulations promulgated pursuant thereto and the provisions set forth in attached **EXHIBIT E** are hereby made a part of this Agreement and are binding upon them. The Subrecipient shall comply with Title VI of the Civil Rights Act of 1964 which ensures that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance from the Federal Transit Administration (FTA).
14. **AMERICANS WITH DISABILITIES ACT:** The parties to this Agreement do hereby agree that the provisions of the Americans with Disabilities Act (P.L. 101-336, 42 U.S.C. 12101 et seq.) and the rules and regulations promulgated pursuant thereto (49 CFR 37.161-173, 38.21-39, 38.151-159 and 29 CFR 1630.1 et seq.) are made part of this Agreement and are binding upon them. It is also understood by the parties that the Subrecipient shall indemnify, protect and save harmless NJ TRANSIT, its officers, agents and employees and each and every one of them against all suits, claims, penalties and costs of every kind and description to which NJ TRANSIT may be subjected to by the Subrecipient's failure to comply with the Americans with Disabilities Act and the rules and regulations promulgated pursuant thereto. The Subrecipient shall ensure that the Service fully complies with the Americans with Disabilities Act. Of particular concern to NJ TRANSIT is the denial of a request for accessible service, including but not limited to the following conditions:
1. Deploying a bus with an inoperable lift;
 2. Failure to have a procedure to accept and accommodate advance reservations for accessible trips, if required;
 3. Bus operators not trained in the use of lifts;
 4. Improper scheduling of a requested accessible trip;
 5. Inability to deploy lift equipped vehicles due to lift inoperability;
 6. Operator failing to provide assistance to passengers with disabilities when requested;
 7. Operator failing to make bus announcements of major stops and intersections;
 8. Operator bypassing a passenger with a disability;
 9. Operator rude to a passenger with a disability.
15. **CONSCIENTIOUS EMPLOYEE PROTECTION ACT:** The Subrecipient will be subject to the provisions of the New Jersey Conscientious Employee Protection Act which states that it is unlawful for an employer, whether public or private to discharge, suspend or demote an employee when: a) the employee discloses, or threatens to disclose, to a supervisor or a public body, a policy, activity, or practice of the employer that the employee reasonably believes is unlawful; b) the employee provides information to, or testifies before, a public body conducting an investigation or inquiring into the employer's violations of a law, rule, or regulation; or, c) the employee objects to, or refuses to participate in, any activity, policy, or practice which the employee reasonably believes is unlawful, fraudulent or criminal, or incompatible with a clear mandate of public policy concerning public health, safety, or welfare.
16. **FRAUD:** Any evidence of any intentional misrepresentation by the Subrecipient or the contracting carrier, its officers, agents or employees will be forwarded to the Attorney General for appropriate action.

17. **NON-ASSIGNMENT:** The Subrecipient shall not assign any of its benefits or rights nor delegate any of its obligations, responsibilities and duties under this Agreement for the Service without the prior written approval of NJ TRANSIT, and NJ TRANSIT may refuse to permit any requested assignment. Any assignment made in contravention of this section shall automatically, simultaneously and immediately terminate this Agreement for the Service.
18. **REMEDIES NOT EXCLUSIVE; NON-WAIVER:** The remedies in this Agreement for the Service provided in favor of NJ TRANSIT shall not be deemed to be exclusive, but shall be cumulative, and shall supplement and be in addition to all other remedies in NJ TRANSIT'S favor existing at law or in equity or otherwise. The Subrecipient hereby waives any mandatory requirements of law, now or hereafter in effect, which might limit or modify in any manner any of the remedies herein provided for NJ TRANSIT, to the extent that such waiver is permitted by law. The failure of NJ TRANSIT to exercise any of the rights or remedies granted it hereunder upon any action, behavior, contingency or occurrence related to or subject to this Agreement for the Service shall not constitute a waiver of any such right or remedy and shall not constitute consent for the continuation or recurrence of any such actions, behavior, contingency or occurrence or similar action, behavior or contingencies or occurrences by the Subrecipient.
19. **AMENDMENT OF AGREEMENT:** NJ TRANSIT, at its discretion, reserves the right to amend this Agreement for the Service at any time by giving the Subrecipient written notice of the amendment. The Subrecipient shall then either accept in writing within ten (10) calendar days NJ TRANSIT's amendment, or NJ TRANSIT may terminate this Agreement on thirty (30) calendar days notice to the Subrecipient.
20. **SUBRECIPIENT FILING OBLIGATIONS:** In addition to other reports required elsewhere in this document, the Subrecipient shall submit reports to NJ TRANSIT, in a form prescribed by NJ TRANSIT, and due within the time prescribed in attached **EXHIBIT C and F**. **EXHIBIT F** provides additional detail on National Transit Database (NTD) requirements. Revenue vehicle miles, passenger miles and other measures required by, and to be gathered in accordance with, reporting procedures for NJ TRANSIT's annual submission to the NTD of the Federal Transit Administration. The Subrecipient shall also provide, as NJ TRANSIT may request, at any time, any additional information deemed necessary by NJ TRANSIT. Payment for contracted services will be withheld until reports required by this Agreement are received. Failure of the Subrecipient to file such monthly reports shall not excuse the Subrecipient from any assessments provided by the contract. The Subrecipient shall also prepare and file, by the prescribed date, any and all reports or other documents required to be filed by the Subrecipient with any federal, state, local or any other governmental body. The Subrecipient shall also comply in a timely fashion with its obligations to deposit and pay any sums due to any federal, state, local or any other governmental body pursuant to any statute, ordinance, regulation or otherwise, including but not limited to any fees, taxes owed by the Subrecipient, or any sums withheld from employees' wages. The Subrecipient shall also prepare and deliver upon request by NJ TRANSIT, copies of any of the aforesaid materials, or proof of any of the aforesaid payments, including any such materials for companies affiliated with the Subrecipient which are directly or indirectly related to the Subrecipient's operations, obligations, or claims under this Agreement.
21. **ACCIDENT AND INCIDENT REPORTS BY SUBRECIPIENT OR CONTRACTING CARRIER:** The Subrecipient or contracting carrier shall promptly notify NJ TRANSIT in writing within twenty-four (24) hours of the occurrence of or receipt of any type of information or notice by the Subrecipient or contracting carrier of any and all incidents, accidents, property damage, personal injury or death resulting in or ultimately likely to result in damage or claims exceeding five thousand dollars (\$5,000) to any property or to any person as arising during the provision of the Service or attendant activities under this Agreement.
22. **AUDIT:** The Subrecipient shall maintain, and NJ TRANSIT auditors and their agents will have the right to examine and/or photocopy, the Subrecipient's books of account, records, reports, and all other documents that are related, directly or indirectly, to the Subrecipient's operations, receipts, obligations, and claims while performing the Service. The Subrecipient shall also allow unimpeded access to its real and personal property for the purpose of such inspection by NJ TRANSIT examiners. The Subrecipient shall permit NJ TRANSIT, the Comptroller General of the United States, the United States Department of Transportation, FTA, or their authorized representatives to inspect all vehicles and equipment leased by NJ TRANSIT as part of this Agreement and all transportation services rendered by the Subrecipient by use of such equipment, including all relevant data and records. The Subrecipient shall also permit the above-mentioned persons to audit the operating books and records of the Subrecipient, and any operating subsidiary or affiliate under common control of the Subrecipient, as may be deemed necessary by the aforementioned persons pertaining to this Agreement.

23. **APPLICABLE LAW:** This Agreement shall be construed in accordance with and governed by the procedural and substantive laws of New Jersey.
24. **TERMINATION OF AGREEMENT:** NJ TRANSIT reserves the right to terminate this Agreement at any time for any reason and at its sole discretion, convenience and at its pleasure without any further obligation remaining for NJ TRANSIT under this Agreement upon giving the Subrecipient thirty (30) calendar days notice in writing. The Subrecipient may terminate this Agreement upon giving NJ TRANSIT thirty (30) calendar days notice in writing.
25. **INSOLVENCY:** This Agreement may be immediately terminated without advance notice at the election of NJ TRANSIT if the Subrecipient shall have filed a voluntary petition in bankruptcy; shall have made an assignment for the benefit of creditors; shall have been voluntarily or involuntarily adjudicated as bankrupt by any court of competent jurisdiction; or if a receiver shall have been appointed for the Subrecipient's business; or, if the Subrecipient shall have permitted or suffered any distress, attachment, levy, or execution to be made or levied against any or all of the property of the Subrecipient. In the event that this Agreement shall have been terminated under this section or any other section, the Subrecipient shall not thereby be released of any liability or obligation for its failure to make any payment or act in any manner required hereunder by the Subrecipient or for the Subrecipient's failure or inability to perform the terms, covenants, and conditions of this Agreement.
26. **NO ABATEMENT OR SET-OFF:** Sums payable by the Subrecipient to NJ TRANSIT under any provisions of this Agreement shall not be subject to any set-off, counterclaim, or recoupment whatsoever, by reason of damage to, or loss or destruction of the equipment or any part thereof, or by reason of any interruption from whatever cause in the use, operation, or possession of the equipment or any part thereof.
27. **DRUG AND ALCOHOL:** Subrecipients that only receive state funding are not subject to FTA's Drug and Alcohol testing rules, but must comply with the Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's Licenses (49 CFR part 382). NJ-JARC subrecipients that also receive funding under FTA Section 5307 and or Section 5311 should include any employees funded under NJ-JARC projects in their testing program.
28. **CODE OF ETHICS:** NJ TRANSIT, is governed by a number of civil and criminal laws which control how NJ TRANSIT does business with counties. These provisions include the Conflicts of Interest Law, N.J.S.A. 52:13D-12; the Gifts to Public Servants Law, N.J.S.A. 2C:27-6; and the Compensation for Past Official Behavior Law, N.J.S.A. 2C:27-4. No Subrecipient shall either directly or indirectly pay, offer to pay, or agree to pay any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any NJ TRANSIT Board Member or employee or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such Board Member or employee, or to any partnership, firm, or corporation with which any such Board Member or employee is employed or associated, or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by an NJ TRANSIT Board Member or employee from any Subrecipient shall be reported in writing forthwith by the Subrecipient to NJ TRANSIT's Ethics Liaison Officer. (The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs, and lodging. Simply put, a "gift" is anything of value.)

Whether or not pursuant to employment, contract or other agreement, expressed or implied, no Subrecipient may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, or sell any interest in such to any NJ TRANSIT Board Member or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to NJ TRANSIT or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to NJ TRANSIT's Ethics Liaison Officer who will consult with the Executive Commission on Ethical Standards and the Office of the Attorney General about further action. The Executive Commission may, upon application of the NJ TRANSIT Board Member or employee, grant a waiver of this restriction upon a finding that the present or proposed relationship does not present a potential, or actual appearance of a conflict of interest.

No Subrecipient shall influence, or attempt to influence or cause to be influenced, any NJ TRANSIT Board Member or employee in his official capacity in any manner which might tend to impair the objectivity or

independence of judgment of any Board Member or employee.

No Subrecipient shall influence, or attempt to influence or cause to be influenced, any NJ TRANSIT Board Member or employee to use, or attempt to use, his official position in any manner to secure unwarranted privilege or advantage for the Subrecipient or any other person.

No Subrecipient may offer any NJ TRANSIT Board Member, employee or family member any gift, payment, loan or other thing of value regardless of whether it might be reasonably inferred that such gift, payment, loan, service or other thing of value was given or offered for the purpose of influencing the Board Member or employee in the discharge of his or her official duties. In addition, Board Members, employees or family members of NJ TRANSIT are not permitted to accept breakfasts, lunches, dinners, alcoholic beverages, tickets to entertainment and/or sporting events, wagers or other item or consideration which could be construed as having more than nominal value.

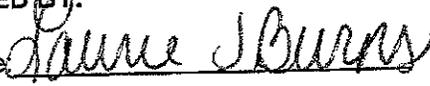
Failure of the Subrecipient to comply with this policy will subject them to debarment pursuant to N.J.A.C. 16:72-4.1. The Subrecipient must complete **EXHIBIT G** NJ TRANSIT ethics certification. This Certification must be **signed and notarized** and returned to NJ TRANSIT.

29. **AFFIDAVIT OF COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT** the Subrecipient must complete **Exhibit H which must be signed, dated, and returned to NJ TRANSIT.** All subrecipients are to certify that its transportation service funded under NJ JARC serves people with disabilities including those needing lift equipped vehicles.

SUBRECIPIENT:

Signature: 
Name (Print/Type): Robert M. Damming
Title of Subrecipient Official: Freeholder Director
Date: 8/23/17

ATTESTED BY:

Signature: 
Name (Print/Type): Laurie J. Burns
Title of Subrecipient Official: Clerk of Board
Date: 8/23/17

NEW JERSEY TRANSIT CORPORATION:

Signature: _____
Name (Print/Type): Eric R. Daleo
Title of Official: Assistant Executive Director
Date: _____

ATTESTED BY:

Signature: _____
Name (Print/Type): _____
Title of Official: _____
Date: _____

The aforementioned agreement has been reviewed and approved as to form only.

Christopher S. Porrino
Attorney General of New Jersey

By: _____
Deputy Attorney General

Date: _____

EXHIBIT A

SUBRECIPIENT'S SFY2017/SFY2018 (two-year) NJ-JARC APPLICATION ALREADY ON FILE AT NJ TRANSIT

EXHIBIT B
Monthly Expenditure Report and Reimbursement Request

INTRODUCTION

In order for NJ TRANSIT to make payment for the Service, the Subrecipient must submit monthly properly executed Expenditure Report and Reimbursement Request forms accompanied by supporting documentation of actual expenses incurred. The Expenditure Report and Reimbursement Request forms and the corresponding Monthly Service Report forms must be compiled on a monthly basis.

When submitted the Expenditure Report and Reimbursement Request forms, along with supporting documentation of actual expenses incurred forms must be mailed to NJ TRANSIT no later than forty-five (45) days from the last day of each month. If more than forty-five (45) days is required, the Subrecipient shall notify NJ TRANSIT in writing at the start of the contract year. The Monthly Summary Reports (MSRs) are due to NJ TRANSIT electronically on SRIDES twenty (20) days after the end of the month. To be reimbursement for expenses, the Subrecipient must be up to date with submittals of their Monthly Summary Reports.

GENERAL INSTRUCTIONS

Subrecipient shall receive Reimbursement Request forms from NJ TRANSIT once their agreement is fully executed. These forms will contain the approved Operating line item budget in the Project Budget column. The Subrecipient must complete the form by supplying the information regarding payable (ORGANIZATION NAME AND MAILING ADDRESS) and the (NAME, TITLE AND PHONE NUMBER) of the Authorized Certifying official. The project budget, address and name cannot be changed since it must match NJ TRANSIT's Financial System.

The Subrecipient must enter the **REPORT DATE, EXPENSE PERIOD, REIMBURSEMENT REQUEST, and REIMBURSEMENT TO DATE** information each month and have the authorized certifying official sign the Expenditure Report and Reimbursement Request form. See sample form under this exhibit.

PROJECT BUDGET

The Expenditure Report and Reimbursement Request forms contain each project's Operating line item budget in the Project Budget column. The line items containing dollar amounts are the only expense categories that will be reimbursed. The Subrecipient may request line item budget revisions, the budget revision request must be submitted in writing and require NJ TRANSIT approval. If approved NJ TRANSIT send approved revised reimbursement form to the Subrecipient.

REIMBURSEMENT REQUEST

Subrecipient must compile its expense records, subtotal expenses by category line item and record the subtotals on the appropriate reimbursement form. The line items should then be added and the total recorded on the Total Expenses line. Finally, after the required match (and fare and or donation if applicable) is deducted the reimbursable total is entered on the Total Reimbursable line. Reimbursement documentation should be attached for equaling amounts to be reimbursed.

REIMBURSEMENT TO DATE

This column accumulates prior and current period reimbursement requests by line item and will assist the local project manager in monitoring project expenditures against the project budget. Values in the "Reimbursement To Date" column are updated monthly by adding the line item values of the current month's "Reimbursement Request" column to the prior month's "Reimbursement To Date" line item values. The Subrecipient will not be reimbursed for amounts over the total Approved Budget.

**EXHIBIT B - Monthly Expenditure Report and Reimbursement Request
(Continued)**

SUMMARY

This instruction sheet explains the procedures for completing the NJ TRANSIT Monthly Expenditure Report and Reimbursement Request form.

Request for reimbursement must be mailed to:

James P. Flynn, Community Transportation Administrator
NJ TRANSIT, Community Transportation
One Penn Plaza East, 4th Floor
Newark, New Jersey 07105-2246

OPERATING BUDGET – Line items

Salaries/Fringe: *Operating* staff the expense associated with the salaries and fringe benefits of drivers, dispatchers, schedulers, operations managers, or mechanics that provide service directly relating to the operations of the organization. (Note: Grant Administration allowed up to 10% of the budget).

Licenses and Registration – costs involving vehicle registration and driver licenses.

Third Party Contract Services: Cost involving services that are contracted for, from any entity outside of organization. Would include operating contracts, service subsidy or computer support services, such as, service or maintenance contracts.

Maintenance/Repairs: Reflects cost associated with maintenance of vehicles such as, repairs, lubricants, oil, vehicles servicing and any small parts.

Materials Consumed: Cost of gasoline, diesel fuel etc.

Miscellaneous: Any miscellaneous item that neither fits any other category nor occurs on a regular basis (i.e. uniforms).

Reimbursement Documentation: We ask that you submit the Expenditure Report and Reimbursement Request forms on a monthly basis no later than forty five (45) days from the last day of each month. All reports must include supporting documentation of actual expenses incurred. Back-up documentation must include check ledger showing expenses paid and any additional documentation of incurred expenses. All reimbursement documentation must pass an auditors review.

**EXHIBIT B - Monthly Expenditure Report and Reimbursement Request
(Continued)**

**SAMPLE FORM-NJ-JARC
Monthly Expenditure Report and Reimbursement Request
OPERATING (CONTRACT YEAR TERM _____ - _____)**

Grantee: _____
 Report Number: _____ Agreement: From: _____ To: _____
 Report Date: _____ Expenses: From: _____ To: _____
 Service Start Date: _____
 Name of Service: _____

REIMBURSEMENT PAYABLE TO:

Signature of Authorized Certifying Official: _____ Date: _____
 Print Name & Title: _____
 Phone No: _____

OPERATING BUDGET LINE ITEMS	PROJECT BUDGET	REIMBURSEMENT REQUEST	REIMBURSEMENT REQUESTED TO DATE
Salaries/Fringe Benefits (Operations manager, drivers, mechanics, and dispatchers, etc.)			
Administration (10% Max)			
Licenses and Registration			
Third Party Contract Services			
Maintenance & Repairs			
Materials Consumed (oil, fuel, etc.)			
Other Miscellaneous Expenses (including uniforms)			
Total Operating Expenses			
(- Fares, Donations)			
Net Operating Expenses			
(-) 50% Local Share			
Total Reimbursement Request			

THE EXPENSE DOCUMENTATION AND SERVICE REPORT MUST BE ATTACHED.

NJ TRANSIT USE ONLY			
REIMBURSEMENT SOURCE	AMOUNT	Project # - Line #	PO #
Total Reimbursement Approved			

Signature indicates that Reimbursement form and all procurement documents were reviewed and are in compliance with Federal Regulations.
 Approved for Payment _____ Date: _____

EXHIBIT C
MONTHLY SUMMARY REPORT (MSR)

Introduction

The Monthly Summary Report form is used by the Subrecipient to report the transportation services supplied to all funding sources during each month.

In order for NJ TRANSIT to make payment, the Subrecipient must submit monthly properly executed Expenditure Report and Reimbursement Request forms accompanied by supporting documentation of actual expenses incurred. Since NJ TRANSIT is implementing the electronic submittal of Monthly Summary Reports it no longer ask that these accompany the Expenditure Report and Reimbursement Request forms.

The Monthly Summary Report information must be compiled monthly and submitted electronically to NJ TRANSIT no later than twenty (20) days after the close of each month.

The trip data reported for NJ-JARC should be clearly identified and noted as State funded Route Deviation or Demand Response on the Subrecipient's MSR.

General Instructions:

The MSR provides for the reporting of non-financial data which is necessary to fulfill both State and Federal requirements to support coordinated transportation operations. The non-financial data includes the Number of Passengers, Passenger Trip Purposes, and Client/User Characteristics to measure the benefits provided to agency consumers.

The MSR maintains data on the units of service received each month through the Senior Citizen and Disabled Resident Transportation Assistance program and by other funding services, which reimburse the transportation project. The MSR is used to summarize monthly services received by each agency or program on a separate line.

The Service Report is the basic document of accountability of services provided and enables each funding agency to monitor these services on a regular basis.

Program:

This column lists the various funding sources that you receive, and then following the columns to the right is where the Subrecipient inputs the data per each funding source. At a minimum the Subrecipient must list all the funding sources they receive that are administered by NJ TRANSIT and the Subrecipient contribution. NJ TRANSIT administered funding programs include the following: SCDRTAP (on the report this appears as Casino), CMAQ, Community Shuttle, Rural Transportation (5311), JARC (5316), New Freedom (5317) and/or Urbanized Area (5307) and NJ TRANSIT operating (NJ-JARC, SCOOT).

The Subrecipient may choose to list their other funding sources individually or combine them into one as an "other" category.

For Federally funded programs that require a match are to report the data as if fully funded by the Federal program. The Subrecipient may however break out a Subrecipient contribution if the cost of the service is above and beyond the cost of the Federal funding being provided.

EXHIBIT C – MONTHLY SUMMARY REPORT (MSR) – (continued)

Mode of Service Headings:

This section is split into two areas Demand Response and Route Deviation as defined below. By funding source complete the requested data in each of the columns below these headings.

Demand Response – Shared ride service operating in response to calls from passengers or their agents to the transit operator who schedules a vehicle to pick up the passengers to transport them to their destinations. Demand Response mode of service consists of Regular Passenger Trips and Subscription Trips as defined below.

Route Deviation – Transit service that operates along a fixed alignment or path at generally fixed times, but may deviate from the route alignment to collect or drop off passengers who have requested the deviation.

The following definitions correspond with each column's heading:

Demand Response and Route Deviation

Demand Response Passenger Trip – In order for a customer to take this trip, they must have requested transportation from origin to a destination on a specified date and time. A unit of service equals one passenger traveling in one direction from an origin to a destination; also referred to as a "one-way trip" or "unlinked passenger trip". For example two people are traveling in one direction equal two one-way trips; two people making a round trip equal four one-way trips. Personal care attendants and companions of a passenger are counted; however, they should be included in the "Other" category. **For the purpose of this report** you are to count your regular Passenger Trips separately from your Subscription Trips.

Demand Response Subscription Trips – Trips that customers take on a regular basis, usually 3-5 days a week. Unlike regular demand response trips once given a subscription trip these customers do not have to call daily to arrange their trip, instead these trips are scheduled to meet the travel needs of customers who sign up for the service in advance. For the purpose of this report the Subrecipient is to count its Subscription Trips separately from their regular Passenger Trips.

Demand Response Fares – The amount of money collected in fares from the Demand Response Services during the reporting period.

Total Trips for Demand Response = This number is automatically calculated by the system as a sum of your regular Passenger Trips and Subscription Trips.

Route Deviation Passenger Trips – In order for a customer to take this trip, they either board the vehicle as it operates along its fixed alignment or path, or they call to request a deviation of that route for their pick-up or drop-off. A unit of service equals one passenger traveling in one direction from an origin to a destination; also referred to as a "one-way trip" or "unlinked passenger trip". For example two people are traveling in one direction equal two one-way trips; two people making a round trip equal four one-way trips. Personal care attendants and companions of a passenger are counted; however, they should be included in the "Other" category.

EXHIBIT C – MONTHLY SUMMARY REPORT (MSR) (continued)

Number of actual deviations – This is the actual number of times your vehicle deviate from its original route to pick up a passenger.

% of actual deviations- The system will calculate this for you.

Route Deviation Fares – The amount of money collected in fares from the Route Deviation Services during the reporting period.

Total Trips for Demand Response & Route Deviation = This number is automatically calculated by the system as the sum of each mode of service's trips. $\text{Total Trips} = \text{Demand Response Passenger Trips} + \text{Demand Response Subscription Trips} + \text{Route Deviation Passenger Trips}$.

Customer Trip Purpose:

Medical – trips taken for medical appointments such as dialysis, doctor's offices, physical therapy, chemotherapy, etc.

Non Competitive Employment – trips to places of employment of a non-competitive nature (i.e. sheltered workshop or extended employment center).

Competitive Employment – trips to places of gainful employment.

Recreation – trips to senior centers, sporting events, concerts, plays or community sponsored special events as well as planned social outings.

Education & Training – trips to schools or vocational training centers, full-time or part-time, day or evening, credited or non-credited.

Nutrition – trips exclusively to/from designated nutrition sites and centers with the primary purpose of obtaining a meal.

Shopping & Personal – trips to any shopping area or store, or for individual recreation purposes.

Other – Any trip that does not fit in any of the above trip purpose categories, for example personal care attendants, companions or for a deviated route service (open door policy) where you do not collect this data.

Total Trips - This number is automatically calculated by the system as the sum of each Trip Purpose.

Customer Characteristics:

Senior Ambulatory – A trip taken by a customer who is 60 years of age or older, who can walk with or without a mobility device such as a cane or walker.

Senior Non-Ambulatory – A trip taken by a customer who is 60 years of age or older who uses a mobility device such as a wheelchair or scooter.

EXHIBIT C – MONTHLY SUMMARY REPORT (MSR) (continued)

Disabled Ambulatory – A trip taken by an individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment who can walk with or without a mobility device such as a cane or walker.

Disabled Non-Ambulatory – A trip taken by an individual who has a physical or mental impairment that substantially limits one or more major life activities, has a record of such an impairment, or is regarded as having such an impairment who uses a mobility device such as a wheelchair or scooter.

Other – Any customer trip that does not fit in any of the above Customer Characteristic categories such as personal care attendants, companions or for a deviated route service (open door policy) where you do not collect this data.

Total Trips - This number is automatically calculated by the system as the sum of each Customer Characteristic.

Demand Response Only and Route Deviation Only Headings (for all programs):

This section is also split into the two areas Demand Response Only and Route Deviation Only. This section is a total for all funding sources combined. The heading will indicate for all programs, please enter total in each of the columns below these headings.

VOMMS (Vehicles Operated in Monthly Maximum Service) – The number of vehicles operating to meet the maximum service requirement (exclude atypical days such as holiday celebrations or one-time special events), or how many vehicles you operate during your peak hours of service.

Number of Days Operated – The number of days the vehicle operated to meet the maximum service provided for the reporting month (exclude atypical days such as holidays but include weekends if you offer service during that time).

Number of Days Not Operated - The number of days the vehicle did not operate to meet the maximum service provided for the reporting month (exclude atypical days such as holidays but include weekends if you offer service during that time).

Days Not Operated Due to Emergency – The number of days that service did not operate due to emergencies, such as floods, snowstorms, or tornadoes. A person in authority (usually the mayor, Subrecipient head or governor) must officially declare an emergency.

Monthly Ridership (for all programs):

Passenger Miles – This box must be completed by everyone receiving funding from any of the following funding sources: CMAQ, 5309/Community Shuttle, 5309/ Earmarks, 5307/Urban, 5316/JARC, 5317/New Freedom. This number shall be the cumulative sum of passenger miles for all of your funding sources including those not listed above. Passenger miles are the cumulative sum of distances ridden by each customer. A unit of service equals one customer traveling in a vehicle per one mile; example: ten customers traveling one mile equals ten passenger miles. Your passenger miles shall be inclusive of all Subrecipient's funding sources supporting all demand response service that you operate. This definition also applies to Route Deviation Service.

EXHIBIT C – MONTHLY SUMMARY REPORT (MSR) (continued)

Actual Miles – The actual miles a vehicle travels; the sum of vehicle service and non-service miles. This definition also applies to Route Deviation Service.

Revenue Miles – The number of miles a vehicle travels in service from the time of the first passenger pickup and the last passenger drop off. It does not include deadhead miles, those miles between the garage to the first passenger pickup and between the last passenger drop off and garage. *This definition also applies to Route Deviation Service.*

Actual Hours – The actual hours a vehicle is in service; the sum of vehicle service and non-service hours. This definition also applies to Route Deviation Service.

Revenue Hours - The total number of hours driven from the time of the first passenger pickup to the last passenger drop off. It does not include the time between the garage to the first passenger pickup and between the last passenger drop off and the garage. This definition also applies to Route Deviation Service.

Monthly Cancellations (for all programs):

Provider Cancelled Trips - A trip that the provider/operator cannot provide as scheduled. The customer is expecting service and the transportation provider cancelled the trip.

Customer Cancelled Trips – A trip that the customer cancelled within the prescribed timeframe allowed for cancellations.

Customer No Shows - A trip in which the vehicle arrives at the pick up point of the customer but the customer requesting the trip is not available or present. In many cases a NO SHOW is also defined as when a passenger gives less than a prescribed notice of cancellation. (For example: less than 30 minutes before a scheduled trip).

Denials - A trip request, which was not accepted because the service provider, for a variety of reasons, cannot accommodate the trip for the day and/or time requested; the provider is not able to offer an alternative acceptable to the passenger.

EXHIBIT C – MONTHLY SUMMARY REPORT (MSR) (continued)

MONTHLY SUMMARY REPORT (MSR) must be submitted to NJ TRANSIT electronically via S-RIDES

SAMPLE

S-RIDES

Home | e-Forms | Import | Account History

Monthly Ridership

Year: 2013 | Month: January | Search

Status: DRAFT | Filter Data: All Programs | Edit | Submit

Export Data Into Excel

* Demand Response and Route Deviation									
Program	Demand Response Passenger Trips	Demand Response Subscription Trips	Demand Response Fares	Total Trips for Demand Response	Route Deviation Passenger Trips	Number of Actual Deviations	% of Actual Deviations	Route Deviation Fares	Total Trips for Demand Response & Route Deviation
21 PLUS	0	0	0	0	0	0	0	0	0
MEDICAID (TITLE XIX)	0	0	0	0	0	0	0	0	0
NEW FREEDOM	0	0	0	0	0	0	0	0	0
OTHER	0	0	0	0	0	0	0	0	0
TITLE XX (NUTRITION)	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	0	0

* Customer Trip Purpose									
Program	Medical	NonComp. Employment	Comp. Employment	Recreation	Education & Training	Nutrition	Shopping & Personal	Other	Total Trips
21 PLUS	0	0	0	0	0	0	0	0	0
MEDICAID (TITLE XIX)	0	0	0	0	0	0	0	0	0
NEW FREEDOM	0	0	0	0	0	0	0	0	0

EXHIBIT C – MONTHLY SUMMARY REPORT (MSR) (continued)

Safety & Security Form

Must be submitted to NJ TRANSIT electronically via S-RIDES

Reports must be submitted on or before the 20th of the month following the close of the reporting month if there are no incidents to report.

If there is a major incident such as fatality, injury requiring immediate assistance away from the scene, property damage equal to or exceeding \$25,000 or an evacuation for safety reasons, a Safety & Security report must be submitted to NJ TRANSIT immediately.

[Logout](#)

ABC Test Agency



[Home](#) [e-Forms](#) [Import](#) [Account History](#)

Safety And Security

Year: 2011 Month: January

Status: Draft

Summary

▲ Incidents and Injuries

Safety and Security Related Incidents	Transit Passengers	Transit Facility Occupants	Transit Employees	Other Workers	Trespassers	Others	Fatalities	Total Injuries	Total Incidents
Collision	0	0	0	0	0	0	0	0	0
Fire	0	0	0	0	0	0	0	0	0
Not Otherwise Classified	0	0	0	0	0	0	0	0	0
Personal Security	0	0	0	0	0	0	0	0	0
System Security	0	0	0	0	0	0	0	0	0

▲ Total Property Damage(\$)

Fire	Vehicle Leaving Roadway	Not Otherwise Classified	Collision	Security Non Suicide	Security Suicide
0	0	0	0	0	0

Details

▲ Incidents and Injuries

EXHIBIT D

FARES / TARIFFS

NOT APPLICABLE

(SUBRECIPIENT TO INSERT LANGUAGE OR EXHIBIT)

EXHIBIT E
EQUAL EMPLOYMENT OPPORTUNITY FOR
PROCUREMENT & SERVICES CONTRACTS

The parties to this Agreement do hereby agree that the provisions of N.J.S.A. 10:2-1 through 10:204 and N.J.S.A. 10:5-31 et seq. (L. 1975, c. 127, as amended and supplemented), dealing with discrimination in employment on public contracts, and the rules and regulations promulgated pursuant thereto, are hereby made a part of this contract and are binding upon them.

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

1. The Subrecipient, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status or sex. The Subrecipient will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status or sex. Such action 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 Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by NJ TRANSIT's Office of Civil Rights setting forth provisions of this nondiscrimination clause.
2. The Subrecipient, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status or sex.
3. The Subrecipient, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by NJ TRANSIT's Office of Civil Rights advising the labor union or workers' representative of the Subrecipient's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Subrecipient, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.
5. The Subrecipient agrees to attempt in good faith to employ minority and female workers consistent with the applicable Subrecipient employment goals prescribed by Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable Subrecipient employment goals determined by the Affirmative Action Office pursuant to Section 5.2 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
6. The Subrecipient agrees to inform in writing all recruitment agencies, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
7. The Subrecipient 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 decision.
8. The Subrecipient agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status or sex, and conform with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.

Provisions 4, 5, 6, 7 or 8 do not apply to contractors with four (4) or fewer employees or a contractor who has presented evidence of a federally approved or sanctioned Affirmative Action Program.

Unless this contract is subject to a federally approved or sanctioned Affirmative Action Program, bidders with fifty (50) or more employees or contractors with fifty (50) or more employees and who are negotiating for a contract, as a precondition to entering into a valid and binding procurement or service contract with NJ TRANSIT, are required to submit to NJ TRANSIT, prior to or at the time the contract is submitted for signing by NJ TRANSIT (in accordance with Section 4.3 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127), one of the following three documents:

1. Appropriate evidence that the contractor is operating under an existing federally approved or sanctioned affirmative action program; or
2. A Certificate of Employee Information Report Approval issued in accordance with Article 4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127;
3. An initial Employee Information Report consisting of forms provided by the Affirmative Action Office and completed by the contractor in accordance with Article 4 of the Regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127.

EXHIBIT F
National Transit Database (NTD) Reporting
Requirements

Please refer to the National Transit Database website, www.ntdprogram.gov to obtain samples of the following annual reports and related instructions required of the Subrecipient and/or any 3rd Party Subcontractors.

Instructions on navigating your way through the NTD website:

- Go to www.ntdprogram.gov
- Click on Annual Reporting (on right side of page)
- Click on Current Annual Reporting Manual (on top of page)

You will see a list of all the report module forms that are applicable to you as an Independent Reporter. If your total fleet is less than 30 vehicles (buses, vans, etc) you will qualify for a Small Systems Waiver. The report forms required annually include, but not limited to, the following:

NTD Reporting Forms

- B-10 Identification
- B-20 Contracts
- B-30 Corporate Relationships

Financials

- F-10 Sources of funds/Funds Expended and Earned (must prepare one per type of service, deviated fixed route or demand response)
- F-20 Uses of capital
- F-30 Operating expenses (must prepare one per type of service, deviated fixed route or demand response)
- F-40 Operating Expenses Summary (the total of all F-30 forms)
- FFA-10 Federal Funding Allocation Statistics

Assets

- A-10 Stations and Maintenance Facilities (must prepare one per type of service, deviated fixed route or demand response)
- A-30 Vehicle Inventory

Service

- S-10 Service Form (must prepare one per type of service, deviated fixed route or demand response)

Resources

- R-10 Employees (must prepare one per type of service, deviated fixed route or demand response)
- R-20 Maintenance Performances
- R-30 Energy Consumption

Small Systems Waiver

- W-30 Small Systems Waiver

CEO Declarations

- D-10 CEO Certification
Annual Safety & Security

EXHIBIT G

NJ TRANSIT Code of Ethics

IMPORTANT NOTICE TO ALL SUBRECIPIENTS AND CONSULTANTS/VENDORS

**ELDERLY AND PERSONS WITH DISABILITIES FORMULA PROJECTS (49 U.S.C. §5310)
NONURBANIZED AREAS FORMULA PROJECT (49 U.S.C. §5311)
URBANIZED AREA FORMULA PROJECT (49 U.S.C. §5307)
SCDR TAP- Senior Citizens Disabled Residents Transportation Assistance Program
NJ JARC (NJ TRANSIT)**

NJ Transit is an instrumentality of the State of New Jersey and its employees and officers, including members of the NJ Transit Board of Directors, are public servants. NJ Transit, its employees and officers are governed by a number of civil and criminal laws, which control how NJ Transit and its personnel do business with contractors and consultants. These provisions include the Conflicts of Interest Law, NJSA 52:13D-12; the Gifts to Public Servants Law, NJSA 2C:27-6; and the Compensation for Past Official Behavior Law, NJSA 2C:27-4. These provisions contain unequivocal and stringent restrictions relating to gifts and gratuities.

Be advised that the law prohibits the receipt of gifts and gratuities by any NJ Transit employee or officer from any person, company or entity doing business – or wanting to do business – with NJ Transit. Concomitantly, NJ Transit's own Code of Ethics and code of Ethics for Vendors, prohibits NJ Transit employees from accepting gifts and prohibits you, the contractors and consultants, from offering any gifts to any NJ Transit employee.

The term "gift" is broadly and widely defined. It includes all things and objects, tangible or intangible, including services, gratuities, meals, entertainment, tickets to events, access to membership clubs, travel costs and lodging. Simply put, a "gift" is anything of value.

Do not, under any circumstance, tempt or put a NJ Transit employee in an awkward position of having to refuse a gift or return a gift, no matter how well intentioned or innocuous the gift may be in your eyes.

The bright line rule for you and your staff in doing business with NJ Transit is simple: Offer nothing and give nothing to any NJ Transit employee or officer. It is your responsibility to circulate this Notice in your company and educate accordingly all personnel who do business with NJ Transit.

(Continue to next page and sign affidavit)

ADA Equivalent Certification
ANNUAL AFFIDAVIT OF COMPLIANCE WITH
THE AMERICANS WITH DISABILITIES ACT

I, Robert M. Damming (Name of Individual), executing this document on behalf of the undersigned company, partnership, corporation, or entity hereinafter referred to as "Subrecipient", presently doing business with NJ Transit, hereby warrant and affirm to NJ Transit as follows:

The Subrecipient certifies that its transportation service offered to individuals with disabilities, including individuals who use wheelchairs, is equivalent to the level and quality of service offered to individuals without disabilities.
....this section may not be necessary.... Viewed in its entirety, the Subrecipient's service for individuals with disabilities is provided in the most integrated setting feasible and is equivalent with respect to: (1) response time, (2) fares, (3) geographic service area, (4) hours and days of service, (5) restrictions on trip purpose, (6) availability of information and reservation capability, and (7) constraints on capacity or service availability.

Accessibility features shall be repaired promptly if they are damaged or out of order. When an accessibility feature is out of order, the Subrecipient shall take reasonable steps to accommodate individuals with disabilities who would otherwise use the feature. This does not prohibit isolated or temporary interruptions in service or access due to maintenance or repairs.

All wheelchairs and their users shall be transported in the Subrecipient's vehicles.

The Subrecipient is not required to permit wheelchairs to ride in places other than designated securement locations in the vehicle, where such locations exist.

The Subrecipient shall use the securement system to secure wheelchairs as provided and ensure that the wheelchair remains within the securement area.

The Subrecipient may require that an individual permit his or her wheelchair to be secured. The Subrecipient may not deny transportation to a wheelchair or its user on the ground that the device cannot be secured or restrained satisfactorily by the vehicle's securement system.

The Subrecipient may recommend to a user of a wheelchair that the individual transfer to a vehicle seat. The Subrecipient may not require the individual to transfer. Where necessary or upon request, the Subrecipient's personnel shall assist individuals with disabilities with the use of securement systems, ramps and lifts. If it is necessary for the personnel to leave their seats to provide this assistance, they shall do so.

The Subrecipient shall permit individuals with disabilities who do not use wheelchairs, including standees, to use a vehicle's lift or ramp to enter the vehicle.

The Subrecipient shall permit service animals to accompany individuals with disabilities in vehicles and facilities. The Subrecipient shall ensure that vehicle operators and other personnel make use of accessibility-related equipment or features.

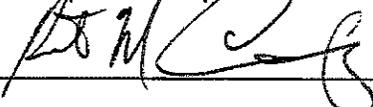
The Subrecipient shall make available to individuals with disabilities adequate information concerning transportation services. This obligation includes making adequate communications capacity available, through accessible formats and technology, to enable users to obtain information and schedule service.

The Subrecipient shall not prohibit an individual with a disability from traveling with a respirator or portable oxygen supply. The Subrecipient shall ensure that adequate time is provided to allow individuals with disabilities to complete boarding or disembarking from the vehicle.

The Subrecipient shall ensure that personnel are trained to proficiency, as appropriate to their duties, so that they operate vehicles and equipment safely and properly assist and treat individuals with disabilities who use the service in a respectful and courteous way, with appropriate attention to the difference among individuals with disabilities.

Certification of ADA Compliant Service

This is to certify that County of Gloucester (Name of Agency) transportation services meet the requirements as listed above and those of 49 CFR part 37 Transportation Services for Individuals with Disabilities (ADA) as applicable.


Signature

Robert M. Damming
Name of Authorized Official

8/23/17
Date

Freeholder Director
Title

**JOB ACCESS AND REVERSE COMMUTE (JARC) - Round SFY'2018 Round 4
TRANSPORTATION GRANT - BUDGET PAGE
JULY 1, 2017 TO JUNE 30, 2018**

101	SALARIES - Salary to pay for services rendered by the Division of Transportation Services.	\$90,000
305	Repairs and Maintenance - Reimbursement to County Fleet Management for repair and maintenance performed on the vehicles.	\$10,000
470	FUEL + OIL - Reimbursement to County Fleet Management for fuel and oil used by DTS Program.	\$10,000
TOTAL		\$110,000

Form C-2
Department Code 333-002
Submission Date 8/22/17
Revision Date _____

Department - Human Services (DTS)