

AGENDA

6:00 p.m. Wednesday, February 20, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from February 6, 2019.

PROCLAMATIONS

P-1 Proclamation in honor of the 2018 Kingsway Regional High School Marching Band on being named Tournament of Bands Group IV Atlantic Coast Champions. (DiMarco) **(to be presented)**

P-2 Proclamation in recognition of Brett Dolgos Private First Class United States Army. (Christy) (previously presented).

PUBLIC HEARING AND ADOPTION

RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)

Final adoption of this Resolution will allow the County to use 3.5% in calculating its budget cap, and allow the County to “bank” or use in future years any amounts not needed in 2019. This was introduced at the February 6, 2019 Freeholder Meeting.

INTRODUCTION OF 2019 BUDGET

RESOLUTION FOR THE INTRODUCTION OF THE ANNUAL BUDGET OF THE COUNTY OF GLOUCESTER FOR FISCAL YEAR 2019.

This Resolution introduces the 2019 County budget, and schedules a public hearing on the budget for Wednesday, March 20, 2019.

INTRODUCTION OF BOND ORDINANCE

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$48,450,719 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$36,992,972; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

Introduction of this Bond Ordinance authorizes the issuance of \$36,992,972 in bonds or bond anticipation notes to finance the acquisition of various capital equipment, and the completion of various capital improvements. A public hearing on the bond ordinance is scheduled for Wednesday, March 20, 2019.

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

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER DIMARCO**

A-1 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF FEBRUARY 2019.

The County Treasurer submits the bill lists for February 2019 for Freeholder approval, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is authorized to render payment to vendors appearing on the lists. Checks will be mailed February 21, 2019.

A-2 RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS FROM THE TEMPORARY BUDGET.

It has been determined that there are certain items that must be canceled from the County’s temporary budget. This Resolution will approve the cancellations as recommended by the County Treasurer.

A-3 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR RELEASE OF COLLATERAL WITH PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY.

This Resolution authorizes execution of an Agreement for release of collateral from PMAIC, relative to the deductible reimbursement security agreement entered into with the County. This Agreement acknowledges that PMAIC will apply the remaining escrow of \$21,850.86, toward outstanding obligations for certain County workers' compensation matters which total \$37,496.52, leaving a balance due to PMAIC in the amount of \$15,645.66. CAF #18-10801 has been obtained to certify funds.

A-4 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND TO AMEND ADMINISTRATIVE CODE SECTION PER-6.

This Resolution will authorize necessary revisions to the County's Human Resources Manual which provides administrative policies and formalizes employee procedures. These policies and procedures seek to provide uniform operations within each department, increase efficiency, improve employee morale, and enhance service to County residents. The Human Resources Department is requesting revisions to certain parts of the existing manual (PER-6) to clarify policies relative to HR 5.1-Health Benefits, HR 6.4-Sick Leave, HR 7.6 Drugs and Alcohol.

A-5 RESOLUTION APPOINTING A FIRE MARSHAL FOR THE COUNTY OF GLOUCESTER.

This Resolution will appoint a Fire Marshal for the County of Gloucester in order to fill a vacancy that exists. Pursuant to N.J.S.A. 40A:14-1, Shawn Layton shall be appointed to serve a three-year term effective immediately and expiring January 14, 2021.

A-6 RESOLUTION APPOINTING A MEMBER TO THE NEW JERSEY PINELANDS COMMISSION.

This Resolution will approve the appointment of Daniel Christy as the Gloucester County representative to serve as a member of the NJ Pinelands Commission for a three-year term from January 29, 2019 to January 28, 2022.

A-7 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, WILLIAM BREWER, CLAIM PETITION #2010-6744.

This matter involves claims made under the NJ Workers' Compensation statute, wherein County employee William Brewer (Petitioner) alleges work-related injuries. This resolution will authorize a settlement for \$54,030.37 plus \$7,816.08 for fees and costs, for a total amount of \$61,846.45, as per the recommendation of the County's workers' compensation attorney, Prudence Higbee of Capehart & Scatchard. The matter was discussed in closed session on December 19, 2018, between the Freeholder Board and the County's defense attorney. Pursuant to N.J.S.A. 34:15-128.3a, the matter is being resolved.

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

B-1 RESOLUTION AUTHORIZING A CONTRACT TO PURCHASE WITH AP PLUMBING & HEATING SUPPLY, LLC FROM MARCH 4, 2019 TO MARCH 3, 2021 IN AN AMOUNT NOT TO EXCEED \$80,000.00 PER YEAR.

This Resolution authorizes a contract to purchase various plumbing supplies from AP Plumbing & Heating Supply, LLC for use by the County Buildings & Grounds Department as per PD-019-009 from March 4, 2019 to March 3, 2021, with the County having the option to extend the contract for two (2) one-year period or one (1) two-year period, in an amount not to exceed \$80,000.00 per year.

B-2 RESOLUTION AUTHORIZING A CONTRACT WITH PATRIOT ROOFING, INC. FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2021 IN AN AMOUNT NOT TO EXCEED \$400,000.00 PER YEAR.

This Resolution authorizes a contract with Patriot Roofing, Inc. for labor and materials for roofing maintenance and repair of County owned buildings as per PD-019-011, from February 20, 2019 to February 19, 2021, with the County having the option to extend the contract for two (2) one-year periods or one (1) two-year period, in an amount not to exceed \$400,000.00 per year.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2020.

This Resolution authorizes the execution of nine agreements with the following municipalities for Public Facilities Projects using Community Development Block Grant Funds for the period from February 20, 2019 to February 19, 2020:

- 1) Borough of Clayton in the amount of \$39,112.00;
- 2) Township of Deptford in the amount of \$50,000.00;
- 3) Township of East Greenwich in the amount of \$50,000.00;
- 4) Borough of Glassboro in the amount of \$49,984.00;
- 5) Township of Mantua for in the amount of \$50,000.00;
- 6) Township of Monroe in the amount of \$50,000.00;
- 7) Borough of Pitman in the amount of \$50,000.00;
- 8) Township of Washington in the amount of \$130,056.00;
- 9) Township of West Deptford in the amount of \$50,000.00;
- 10) Borough of Westville in the amount of \$50,000.00.

C-2 RESOLUTION AUTHORIZING A CONTRACT TO PURCHASE WITH FLEET ANALYTICS, LLC FROM FEBRUARY 2, 2019 TO FEBRUARY 1, 2021 IN AN AMOUNT NOT TO EXCEED \$43,200.00 PER YEAR.

This Resolution authorizes the purchase of web-based GPS software for the County as per PD-019-006, from Fleet Analytics, LLC from February 2, 2019 to February 1, 2021, in an amount not to exceed \$43,000.00.

C-3 RESOLUTION AUTHORIZING A CONTRACT WITH DEER CARCASS REMOVAL SERVICE, LLC FROM FEBRUARY 4, 2019 TO FEBRUARY 3, 2021 IN AN AMOUNT NOT TO EXCEED \$31,000.00 PER YEAR.

This Resolution authorizes a contract with Deer Carcass Removal Service, LLC for the removal of deer carcasses from County-wide roadsides, as per PD-19-010, from February 4, 2019 to February 3, 2021, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year period in an amount not to exceed \$31,000.00 per year.

C-4 RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT WITH PENNONI ASSOCIATES, INC.

This Resolution authorizes an amendment to the contract with Pennoni Associates, Inc. to increase the contract by \$34,190.50, resulting in a total contract amount not to exceed \$64,190.50. This increase is necessary due to unforeseen additional services of countywide material testing and inspection of concrete, asphalt, and soil as per RFP-18-027 through June 10, 2019.

C-5 RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE) TO CONTRACT WITH ALIANO BROTHERS GENERAL CONTRACTORS, INC.

This Resolution authorizes Change Order #01 to increase the contract with Aliano Brothers General Contractors, Inc. by \$19,906.00, resulting in a new contract amount of \$241,556.00, for the Redbank Battlefield Concrete Step Replacement project, known as Engineering Project #16-15. The increase is necessary for supplemental item for concrete foundations.

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

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

D-1 RESOLUTION AUTHORIZING THE RENEWAL OF SHARED SERVICES AGREEMENT AND LEASE RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE CITY OF WOODBURY.

The City of Woodbury wishes to continue to designate the Gloucester County Division of Emergency Medical Services as the provider of Basic Life Support Services and enter into a Shared Services Agreement and Lease Agreement, all of which will enable the County to provide the services and the municipality to provide support for the Basic Life Support Medical Services in the form of facility space lease. The regionalization of these services is being conducted to provide the highest level of basic life support emergency medical services. The Shared Services Agreement and Lease Agreement have been prepared, circulated, and approved by the City of Woodbury.

D-2 RESOLUTION AUTHORIZING A CONTRACT WITH VALUE ADDED VOICE SOLUTIONS, LLC, FROM JANUARY 1, 2019 TO DECEMBER 31, 2019, FOR \$43,396.00.

This resolution is authorizing a maintenance contract, covering all tiers of support. VPI Platinum Maintenance and Support between 8:00AM to 5:00PM, Monday to Friday, excluding NYSE holidays, as per invoice #GC11945, dated October 26, 2018, through State Contract A83908 from Value Added Voice Solutions, LLC. The contract is for a total contract amount of \$43,396.00, from January 1, 2019 to December 31, 2019. C.A.F. #19-01104 has been obtained to certify funds.

D-3 RESOLUTION AUTHORIZING A CONTRACT WITH PROPHOENIX CORPORATION, FOR \$190,221.41.

This Resolution authorizes a contract with the Pro-Phoenix Corporation for annual support and maintenance of Computer Aided Dispatch (CAD), Police and Fire Records Management (RMS) and various interfaces in the amount of \$190,221.41 from January 1, 2019 until December 31, 2019. C.A.F# 19-00925 has been obtained to certify funds.

D-4 RESOLUTION AUTHORIZING A CONTRACT WITH EVERBRIDGE, INC., FOR A TOTAL CONTRACT AMOUNT OF \$49,012.00, FROM JANUARY 1, 2019 TO DECEMBER 31, 2019.

The resolution authorizes a contract with Everbridge, Inc. for the provision of an annual subscription, maintenance, and support for the Mass Notification System. C.A.F. #19-00909 has been obtained to certify funds.

D-5 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ACTION UNIFORM CO., LLC, FROM FEBRUARY 3, 2019 TO FEBRUARY 2, 2022, IN AN AMOUNT NOT TO EXCEED \$180,000.00 PER YEAR.

This contract is to provide our Public Safety Telecommunicators (PST's) and our emergency medical technicians (EMT's) within the Department of Emergency Response with uniforms and related equipment per the collective bargaining agreement.

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

F-1 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS SERVICE PROVIDERS FROM JANUARY 1, 2019 TO DECEMBER 31, 2019.

This Resolution authorizes the execution of Contracts with various service providers, awarded by RFP#19-040, for the provision of senior citizen programs and services from January 1, 2019 to December 31, 2019, as follows:

- **Glassboro Housing Authority**, for the provision of the Housekeeping for GHA Residents Program (#036) in an amount not to exceed \$52,194.00;
- **South Jersey Legal Services, Inc.**, for the provision of a Legal Services Program (#004) for seniors in an amount not to exceed \$11,540.00;
- **Gloucester County Division of Human Services and Disability Services**, for the provision of the Blind/Visually Impaired Program (#070) in an amount minimum contract amount not to exceed \$49,000.00;
- **Gloucester County Division of Social Services**, for the provision of the Adult Protective Services Program (#065) in an amount not to exceed \$139,374.00;
- **Rowan College at Gloucester County**, for the provision of the RSVP Friendly Visitor Focusing on Reading and Writing Program (#081) in an amount not to exceed \$5,620.00;
- **Rowan College at Gloucester County**, for the provision of the RSVP Assistance to Wellness Program (#034) in an amount not to exceed \$8,320.00;
- **Rowan College at Gloucester County**, for the provision of the RSVP Evidence Based Stress Busting for Family Caregivers (#010) in an amount not to exceed \$24,546.00;
- **Borough of Glassboro** for the provision of a Municipal Centers Program (#021) for seniors in an amount not to exceed \$124,100.00;
- **All About Care LLC** for the provision of a Housekeeping / Chore Services Program (#087) in the amount not to exceed \$10,000.00.

F-2 RESOLUTION AUTHORIZING A PROJECT AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER AND THE CORIELL INSTITUTE FOR MEDICAL RESEARCH.

This Resolution authorizes a Project Agreement between the County of Gloucester and the Coriell Institute in a medical research project on the genomics of opioid addiction. The goals of the Project are to prevent opioid addiction by identifying those at high risk for addiction; improve treatment of opioid abuse; integrate genetics into current standards of care; and conduct research into genetic mechanisms of addiction and recovery response.

The Project provides for the collection of biological specimens (blood, saliva and organ tissue) by the Medical Examiner, from Gloucester County residents dying from opioid overdose. The specimen samples will be provided to Coriell researchers to create a state-wide overdose fatality registry and genomic repository.

F-3 RESOLUTION AMENDING THE CONTRACT WITH THE WOUNDED HEALER, INC. D/B/A MY FRIEND'S HOUSE TO DECREASE THE CONTRACT BY \$10,000.00, RESULTING IN A TOTAL AMOUNT NOT TO EXCEED \$18,100.00, THROUGH DECEMBER 31, 2019.

This Resolution authorizes the County's option to extend the contract with The Wounded Healer, Inc. for a period of one (1) year through December 31, 2019, and to amend the contract to decrease the amount by \$10,000.00, resulting in a new contract amount not to exceed \$18,100.00 for the provision of addiction rehabilitation as per RFP-16-014.

F-4 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE LOW INCOME HOME ENERGY ASSISTANCE (LIHEAP) CWA ADMINISTRATION GRANT FROM OCTOBER 1, 2018 TO SEPTEMBER 30, 2019 IN THE AMOUNT OF \$8,799.00.

This Resolution authorizes the signing of an agreement with the New Jersey Department of Community Affairs for receipt of the Low Income Home Energy Assistance Program (LIHEAP) CWA Administration Grant. The County has been awarded a grant for the CWA Administration year 2019 (October 1, 2018 to September 30, 2019) in the amount of \$8,799.00. The State created LIHEAP to assist low-income families that pay a high proportion of their household income for home energy in meeting their immediate energy needs. The grant provides funds for the County, through the County Division of Social Services, to assist with the administrative costs of administering the intake and eligibility determination of prospective beneficiaries of LIHEAP, including the accurate input of verified client information into the Family Assistance Management Information System.

F-5 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE UNIVERSAL SERVICE FUND CWA ADMINISTRATION GRANT FOR THE PROGRAM YEAR 2019 FOR \$5,626.00.

This Resolution authorizes an agreement with the New Jersey Department of Community Affairs for receipt of a Universal Service Fund - CWA Administration grant of \$5,626.00, from July 1, 2018 to June 30, 2019.

This award provides for various administration costs, including: the processing of all requests for Universal Service Fund (USF) check replacements generated through the State's Family Assistance Management Information System (FAMIS) Computer System; response to client inquiries regarding Low Income Home Energy Assistance Program (LIHEAP) and the Universal Service Fund; referral of clients to the local community based organization administering the Universal Service Fund Home Energy Assistance (USFHEA) program; provision of encoding of FAMIS documents, and, review of LIHEAP/USF documents for accuracy.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

Old Business

New Business

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

Adjournment

Time_____

MINUTES

6:00 p.m. Wednesday, February 6, 2019.

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Deputy Director DiMarco	X	
Freeholder Barnes	X	
Freeholder Christy		X
Freeholder Jefferson	X	
Freeholder Lavender	X	
Freeholder Simmons	X	
Director Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from January 23, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

PROCLAMATIONS

51672 Proclamation honoring the Deptford Spartans Freshman Football Team 2018 South Jersey United Football League Champions for having an undefeated 2018 season and winning their league championship and a national title. (DiMarco) (presented)

INTRODUCTION

51673 RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK AND SETTING THE PUBLIC HEARING FOR WEDNESDAY, FEBRUARY 20, 2019 AT 6:00 P.M.

Introduction of this Resolution will allow the County to use 3.5% vs. 2.5% in calculating its budget CAP and allow the County to “bank” or use in future years any amounts not needed in 2019. The public hearing will be held February 20, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

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

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER DIMARCO**

51674 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF THE WORKERS' COMPENSATION CLAIM OF PETITIONER, CASSEL ELLIS v. GLOUCESTER COUNTY, CLAIM PETITION NO. 2011-13694.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51675 RESOLUTION AUTHORIZING THE COUNTY SUPERINTENDENT OF ELECTIONS TO EXCEED THE 2.0% BUDGET CAP (PL 2015, c.249) FOR THE 2019 COUNTY BUDGET.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51676 RESOLUTION AUTHORIZING THE COUNTY PROSECUTOR TO EXCEED THE 2.0% BUDGET CAP (PL 2015, c.249) FOR THE 2019 COUNTY BUDGET.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51677 RESOLUTION REVISING THE COUNTY PURCHASING MANUAL BY AMENDING ADMINISTRATIVE CODE SECTION PUR-6.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51678 RESOLUTION EXTENDING THE CONTRACT WITH CONTINUANT, INC. FROM MARCH 1, 2019 TO FEBRUARY 28, 2020.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

51679 RESOLUTION APPROVING A PAYMENT IN ACCORDANCE WITH AN ORDER ENTERED BY BRADLEY W. HENSON, SR., JUDGE OF COMPENSATION, IN THE MATTER OF WILLIAM BREWER v. GLOUCESTER COUNTY, C.P. #2010-6744

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF BUILDINGS & GOVERNMENT SERVICES

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

51680 RESOLUTION AUTHORIZING A TWO (2) YEAR EXTENSION TO A CONTRACT WITH HARRING FIRE PROTECTION, LLC FROM FEBRUARY 18, 2019 TO FEBRUARY 17, 2021 FOR AN AMOUNT NOT TO EXCEED \$40,000.00 PER YEAR.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51681 RESOLUTION AUTHORIZING PURCHASE AND INSTALLATION OF FIRE PROTECTION SYSTEM FROM HARRING FIRE PROTECTION, LLC FOR THE AMOUNT OF \$64,000.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51682 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH PAULSBORO PRINTERS, LLC FROM JANUARY 1, 2019 TO DECEMBER 31, 2019, IN AN AMOUNT NOT TO EXCEED \$665,725.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender		X	X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

51683 RESOLUTION AUTHORIZING CHANGE ORDER #02-FINAL (DECREASE) TO CONTRACT WITH RICHARD E. PIERSON CONSTRUCTION CO., INC.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51684 RESOLUTION AUTHORIZING THE PURCHASE OF TWO TRUCKS FROM BEYER FORD THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$57,782.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51685 RESOLUTION AUTHORIZING THE PURCHASE OF SEVEN VEHICLES FROM HERTRICH FLEET SERVICES, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$126,282.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51686 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE AT GLOUCESTER COUNTY TO PROVIDE VARIOUS TRAINING PROGRAMS FROM JANUARY 1, 2019 TO DECEMBER 31, 2024.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51687 RESOLUTION AUTHORIZING THE EXECUTION OF TWO (7015.15) HUD FORMS FOR PUBLIC FACILITIES PROJECTS IN THE BOROUGHS OF CLAYTON AND GLASSBORO USING FY 2018 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS AND VARIOUS COUNTY PROJECTS USING FY 2018 HOME PROGRAM FUNDS.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

51688 RESOLUTION AUTHORIZING THE EXECUTION OF AN AMENDMENT WITH TRIAD ASSOCIATES, INC.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY AND VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

51689 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO COMMON CENTS EMS SUPPLY, LLC, FOR \$39,503.82.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons	X		X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

51690 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS SERVICE PROVIDERS FROM JANUARY 1, 2019 TO DECEMBER 31, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy						X
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51691 RESOLUTION AUTHORIZING A PROJECT AGREEMENT BETWEEN THE COUNTY OF GLOUCESTER, THE COUNTY OF CAMDEN AND THE CORIELL INSTITUTE FOR MEDICAL RESEARCH.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy						X
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons					X	
Director Damminger			X			

Comments: N/A

51692 RESOLUTION AUTHORIZING AN ADDENDUM TO A SHARED SERVICES AGREEMENT WITH CAMDEN COUNTY TO PROVIDE MEDICAL EXAMINER SERVICES IN SUPPORT OF A COMPREHENSIVE RESEARCH PROJECT.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy						X
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons					X	
Director Damminger			X			

Comments: N/A

51693 RESOLUTION AUTHORIZING CONTRACT AMENDMENTS AND EXTENSIONS FOR VARIOUS SERVICE PROVIDERS TO THE DEPARTMENT OF HEALTH AND HUMAN SERVICES FROM JANUARY 1, 2019 TO DECEMBER 31, 2019.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy						X
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

51694 RESOLUTION AUTHORIZING THE DIVISION OF SOCIAL SERVICES TO MAKE ALL NECESSARY STATE-MANDATED PAYMENTS FROM ITS "ASSISTANCE ACCOUNT" FOR VARIOUS PURPOSES AS REQUIRED BY THE STATE TEMPORARY ASSISTANCE TO NEEDY FAMILIES AND FEDERAL SUPPLEMENTAL SECURITY INCOME PROGRAMS.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes		X	X			
Freeholder Christy						X
Freeholder Jefferson	X		X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

51695 RESOLUTION AUTHORIZING EXECUTION OF A LEASE WITH YAMAHA MOTOR FINANCE CORPORATION, USA FOR THE YAMATRACK GPS SYSTEM FROM APRIL 1, 2019 TO DECEMBER 31, 2021 IN A TOTAL AMOUNT NOT TO EXCEED \$79,794.00.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco		X	X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender	X		X			
Freeholder Simmons			X			
Director Damminger			X			

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

CLOSE

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

Adjournment

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco	X		X			
Freeholder Barnes			X			
Freeholder Christy						X
Freeholder Jefferson			X			
Freeholder Lavender			X			
Freeholder Simmons		X	X			
Director Damminger			X			

Comments: N/A

Time: 6:26 p.m.

Gloucester County

Board of Chosen Freeholders

Proclamation

~ In Honor Of ~

Kingsway Regional High School Marching Band

2018 Atlantic Coast Champions ~ Tournament of Bands Group IV A Class

October 27, 2018

WHEREAS, the Tournament of Bands is one of the largest competitive band organizations in the country, founded in 1972 by the National Judges Association. The Tournament has over 400 active schools and organizations; and

WHEREAS, the Kingsway Regional High School Marching Band is the largest band in the school's history with 97 members, due in part to the inclusion of eighth graders. The band size this year placed Kingsway in Group IV, the largest size in the Tournament of Bands circuit and the only band in the South Jersey region within this group; and

WHEREAS, the Tournament of Bands dictates that all bands must attend a minimum of two local competitions to qualify for the Regional Championships. After their performance at Regionals, the band qualified to compete in the Atlantic Coast Championships; and

WHEREAS, on October 27, 2018, the Kingsway Regional High School Marching Band attended the Atlantic Coast Championships with top bands from a nine state region and placed first to become the 2018 Atlantic Coast Champions, Tournament Of Bands Group IV A Class; and

WHEREAS, the Kingsway Regional High School Marching Bands' production entitled "The Bride of Frankenstein" was a huge success. The band took first place of the four bands competing in this largest group size, with a season high score of 91.365. The band also won awards for Best Music, Best Percussion and Best Color Guard under the guidance of Joe Henderson, the Band Director.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender and Heather Simmons do hereby recognize and congratulate the Kingsway Regional High School Marching Band on winning the 2018 Atlantic Coast Championship, Tournament of Bands Group IV A Class.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20th day of February, 2019.

[Signature of Frank J. DiMarco]
Frank J. DiMarco
Freeholder Deputy Director

[Signature of Robert M. Damming]
Robert M. Damming
Freeholder Director

[Signature of Lyman Barnes]
Lyman Barnes
Freeholder

[Signature of Daniel Christy]
Daniel Christy
Freeholder

[Signature of James B. Jefferson]
James B. Jefferson
Freeholder

[Signature of James J. Lavender, Ed.D.]
James J. Lavender, Ed.D.
Freeholder

[Signature of Heather Simmons]
Heather Simmons
Freeholder

Attest: [Signature of Laurie J. Burns]
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

In Recognition Of
Brett Dolgos
Private First Class
United States Army

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Private First Class Brett Dolgos upon returning home from deployment in Afghanistan; and

WHEREAS, Private Dolgos has deep roots in the Gloucester County Community; His father is the Fire Chief of Washington Township, and Private Dolgos is a former Fire Explorer with the Washington Township Fire Department and graduate of Washington Township High School; and

WHEREAS, Private Dolgos joined the United States Army immediately after graduating from high school, and now serves our country as a Combat Medic; and

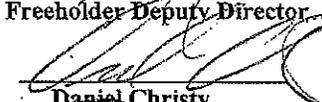
WHEREAS, Private Dolgos is returning home from his first deployment and is being welcomed home by his family, Operation Yellow Ribbon, many members of the community, and his fiancé Jackie, who he will be marrying on February 24th, 2019; and

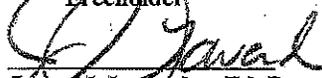
WHEREAS, The foundation of our nation's freedom is supported by the brave men and women who serve in our Military and are willing to risk their life to fight for the United States of America; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2019 Gloucester County Board of Chosen Freeholders, Frank J. DiMarco, Lyman Barnes, Daniel Christy, James B. Jefferson, James J. Lavender, and Heather Simmons do hereby honor and recognize Private First Class Brett Dolgos upon returning home from deployment in Afghanistan.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 9th day of February, 2019.

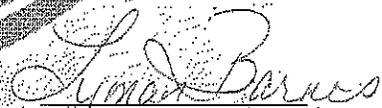

Frank J. DiMarco
Freeholder Deputy Director


Daniel Christy
Freeholder


James J. Lavender, Ed. D.
Freeholder

Attest: 
Laurie J. Burns
Clerk of the Board


Robert M. Damminger
Freeholder Director


Lyman Barnes
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder



**RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION
LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)**

WHEREAS, the Local Government Cap Law, N.J.S.A. 40A: 4-45.1 et seq., provides that in the preparation of its annual budget, a County shall limit any increase in said budget to 2.5% unless authorized by resolution to increase it to 3.5% over the previous year's final appropriations, subject to certain exceptions; and

WHEREAS, N.J.S.A. 40A: 4-45.15b provides that a County may, when authorized by resolution, appropriate the difference between the amount of its actual final appropriation and the 3.5% percentage rate as an exception to its final appropriations in either of the next two succeeding years; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester finds it advisable and necessary to increase its CY 2019 budget by up to 3.5% over the previous year's final appropriations, in the interest of promoting the health, safety and welfare of the citizens; and

WHEREAS, the Board of Chosen Freeholders hereby determines that a 3.5% increase in the budget for said year, amounting to \$1,181,188.00 in excess of the increase in final appropriations otherwise permitted by the Local Government Cap Law, is advisable and necessary; and

WHEREAS, the Board of Chosen Freeholders hereby determines that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years.

NOW THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, a majority of the full authorized membership of this governing body affirmatively concurring, that, in the CY 2019 budget year, the final appropriations of the County of Gloucester shall, in accordance with this Resolution and N.J.S.A. 40A: 4-45.14, be increased by 3.5%, amounting to \$1,181,188.00, and that the CY 2019 budget for the County of Gloucester be approved and adopted in accordance with this Resolution; and

BE IT FURTHER RESOLVED, that any amount authorized hereinabove that is not appropriated as part of the final budget shall be retained as an exception to final appropriation in either of the next two succeeding years; and

BE IT FURTHER RESOLVED, that a certified copy of this resolution upon adoption, with the recorded vote included thereon, shall be filed with said Director within five (5) days after adoption.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



County of Gloucester

RESOLUTION TO EXCEED THE COUNTY BUDGET APPROPRIATION LIMITS AND TO ESTABLISH A CAP BANK (N.J.S.A. 40A:4-45.14)

CERTIFICATION

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the **20th** day of **February, 2019**, and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and (3) that I am duly authorized to execute this certificate.

DATED this ____ day of _____, 2019.

LAURIE J. BURNS,
CLERK OF THE BOARD
County of Gloucester

Name	Yes	No	Abstain
Robert M. Damming, Director	_____	_____	_____
Frank J. DiMarco, Deputy Director	_____	_____	_____
Lyman Barnes, Freeholder	_____	_____	_____
Daniel Christy, Freeholder	_____	_____	_____
Jim Jefferson, Freeholder	_____	_____	_____
James J. Lavender, Ed.D, Freeholder	_____	_____	_____
Heather Simmons, Freeholder	_____	_____	_____

**RESOLUTION FOR INTRODUCTION OF THE ANNUAL BUDGET OF THE
COUNTY OF GLOUCESTER FOR THE FISCAL YEAR 2019**

BE IT RESOLVED, that the following statements of revenues and appropriations shall constitute the County Budget for the year 2019:

Total of Appropriations.....\$ 221,121,669.00
 Less: Anticipated Revenues.....\$ 47,121,669.00
 Amount to be Raised by Taxation.....\$ 174,000,000.00

BE IT FURTHER RESOLVED, that said Budget be published in the South Jersey Times in the issue of March 5, 2019.

TAKE ROLL CALL VOTE

Name	Yes	No	Abstain
Robert M. Damming, Director	_____	_____	_____
Frank J. DiMarco, Deputy Director	_____	_____	_____
Lyman Barnes, Freeholder	_____	_____	_____
Daniel Christy, Freeholder	_____	_____	_____
Jim Jefferson, Freeholder	_____	_____	_____
James J. Lavender, Ed.D, Freeholder	_____	_____	_____
Heather Simmons, Freeholder	_____	_____	_____

AFTER VOTE ANNOUNCE:

A Hearing on the Budget and Tax Resolution will be held at the County Courthouse on **March 20, 2019 at 6:00PM** at which time and place objections to said Budget and Tax Resolution for the year 2019 may be presented by taxpayers or other interested persons.

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. _____

BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$48,450,719 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$36,992,972; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the Board of Chosen Freeholders of the County of Gloucester, New Jersey (not less than two-thirds of all the members thereof affirmatively concurring), pursuant to the provisions of the Local Bond Law, Chapter 169 of the Laws of 1960 of the State of New Jersey, as amended and supplemented ("Local Bond Law"), as follows:

Section 1. The purposes described in Section 7 hereof are hereby authorized as general improvements to be made or acquired by the County of Gloucester, New Jersey ("County").

Section 2. It is hereby found, determined and declared as follows:

- (a) the estimated amount to be raised by the County from all sources for the purposes stated in Section 7 hereof is \$48,450,719;
- (b) the estimated amount of bonds or bond anticipation notes to be issued for the purposes stated in Section 7 hereof is \$36,992,972; and
- (c) a down payment in the amount of \$920,683 for the purposes stated in Section 7 hereof is currently available in accordance with the requirements of Section 11 of the Local Bond Law, N.J.S.A. 40A:2-11.

Section 3. The sum of \$36,992,972, to be raised by the issuance of bonds or bond anticipation notes, together with the sum of \$920,683, which amount represents the required down payment, together with state and federal grants in the amount of \$10,537,064, are hereby appropriated for the purposes stated in this bond ordinance ("Bond Ordinance").

Section 4. The issuance of negotiable bonds of the County in an amount not to exceed \$36,992,972 to finance the costs of the purposes described in Section 7 hereof is hereby authorized. Said bonds shall be sold in accordance with the requirements of the Local Bond Law.

Section 5. In order to temporarily finance the purposes described in Section 7 hereof, the issuance of bond anticipation notes of the County in an amount not to exceed \$36,992,972 is hereby authorized. Pursuant to the Local Bond Law, the County Treasurer is hereby authorized to sell part or all of the bond anticipation notes from time to time at public or private sale and to deliver the same to the purchasers thereof upon receipt of payment of the purchase price plus accrued interest from their date to delivery thereof. The County Treasurer is hereby directed to report in writing to the Board of Chosen Freeholders at the meeting next succeeding the date when any sale or delivery of the bond anticipation notes pursuant to this Bond Ordinance is made. Such report must include the amount, the description, the interest rate and the maturity schedule of the bond anticipation notes sold, the price obtained and the name of the purchaser.

Section 6. The amount of the proceeds of the obligations authorized by this Bond Ordinance which may be used for the payment of interest on such obligations, accounting, engineering, legal fees and other items as provided in Section 20 of the Local Bond Law, N.J.S.A. 40A:2-20, shall not exceed the sum of \$7,500,000.

Section 7. The improvements hereby authorized and the purposes for which said obligations are to be issued; the estimated costs of each said purpose; the amount of down payment for each said purpose; the amount of grants for each said purpose; the maximum amount of obligations to be issued for each said purpose and the period of usefulness of each said purpose within the limitations of the Local Bond Law are as follows:

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to Various Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	\$6,500,000	\$0	\$0	\$6,500,000	20 years
B.	Construction of Medical Building at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	13,000,000	0	0	13,000,000	30 years
C.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	1,280,000	64,000	0	1,216,000	15 years
D.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	2,370,000	118,500	0	2,251,500	15 years
E.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	13,632,862	325,500	7,122,862	6,184,500	10 years
F.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	2,200,000	5,000	2,100,000	95,000	10 years
G.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,314,202	0	1,314,202	0	20 years
H.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	6,140,710	307,036	0	5,833,674	5 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
I.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	1,042,000	52,100	0	989,900	7 years
J.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	621,000	31,050	0	589,950	10 years
K.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	349,945	17,497	0	332,448	15 years
TOTAL		\$48,450,719	\$920,683	\$10,537,064	\$36,992,972	

Section 8. The average period of useful life of the several purposes for the financing of which this Bond Ordinance authorizes the issuance of bonds or bond anticipation notes authorized for said several purposes, is not less than 18.43 years (20.00 years for Section 7A, and 18.09 years for Sections 7B through 7K).

Section 9. Grants or other monies received from any governmental entity, in addition to those described in Section 7 above, will be applied to the payment of, or repayment of, obligations issued to finance, the costs of the purposes described in Section 7 above.

Section 10. The supplemental debt statement provided for in Section 10 of the Local Bond Law, N.J.S.A. 40A:2-10, was duly filed in the office of the Clerk of the Board of Chosen Freeholders prior to the passage of this Bond Ordinance on first reading and a complete executed duplicate original thereof has been filed in the Office of the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey. The supplemental debt statement shows that the gross debt of the County, as defined in Section 43 of the Local Bond Law, N.J.S.A. 40A:2-43, is increased by this Bond Ordinance by \$36,992,972 and that the obligations authorized by this Bond Ordinance will be within all debt limitations prescribed by said Local Bond Law.

Section 11. The full faith and credit of the County are irrevocably pledged to the punctual payment of the principal of and interest on the bonds or bond anticipation notes authorized by this Bond Ordinance, and to the extent payment is not otherwise provided, the County shall levy ad valorem taxes on all taxable real property without limitation as to rate or amount for the payment thereof.

Section 12. The Capital Budget is hereby amended to conform with the provisions of this Bond Ordinance to the extent of any inconsistency therewith, and the resolution promulgated by the Local Finance Board showing full detail of the amended Capital Budget and Capital Program as approved by the Director of the Division of Local Government Services, is on file with the Clerk of the Board of Chosen Freeholders and available for inspection.

Section 13. The County hereby declares its intent to reimburse itself from the proceeds of the bonds or bond anticipation notes authorized by this Bond Ordinance pursuant to Income Tax Regulation Section 1.150-2(e), promulgated under the Internal Revenue Code of 1986, as amended ("Code"), for "original expenditures", as defined in Income Tax Regulation Section 1.150-2(c)(2), made by the County prior to the issuance of such bonds or bond anticipation notes.

Section 14. The County hereby covenants as follows:

- (a) it shall take all actions necessary to ensure that the interest paid on the bonds or bond anticipation notes authorized by this Bond Ordinance is exempt from the gross income of the owners thereof for federal income taxation purposes, and will not become a specific item of tax preference pursuant to Section 57(a)(5) of the Code;

- (b) it will not make any use of the proceeds of the bonds or bond anticipation notes or do or suffer any other action that would cause the bonds or bond anticipation notes to be "arbitrage bonds" as such term is defined in Section 148(a) of the Code and the Regulations promulgated thereunder;
- (c) it shall calculate or cause to be calculated and pay, when due, the rebatable arbitrage with respect to the "gross proceeds" (as such term is used in Section 148(f) of the Code) of the bonds or bond anticipation notes;
- (d) it shall timely file with the Internal Revenue Service, such information report or reports as may be required by Sections 148(f) and 149(e) of the Code; and
- (e) it shall take no action that would cause the bonds or bond anticipation notes to be "federally guaranteed" within the meaning of Section 149(b) of the Code.

Section 15. The improvements authorized hereby are not current expenses and are improvements that the County may lawfully make. No part of the cost of the improvements authorized hereby has been or shall be specially assessed on any property specially benefited thereby.

Section 16. All ordinances, or parts of ordinances, inconsistent herewith are hereby repealed to the extent of such inconsistency.

Section 17. In accordance with the Local Bond Law, this Bond Ordinance shall take effect twenty (20) days after the first publication thereof after final passage.

Date of Introduction: February 20, 2019

Date of Final Adoption: March 20, 2019



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

Notice of Pending Bond Ordinance and Summary.

The bond ordinance, the summary terms of which are included herein, was introduced and passed upon first reading at a meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, on February 20, 2019. It will be further considered for final passage, after public hearing thereon, at a meeting of the Board of Chosen Freeholders of the County of Gloucester to be held at the Old Court House, 1 N. Broad Street, Woodbury, New Jersey, on March 20, 2019 at 6:00 p.m. During the week prior to and up to and including the date of such meeting copies of the full ordinance will be available at no cost and during regular business hours, at the County Clerk's office for the members of the general public who shall request the same. The summary of the terms of such bond ordinance follows:

Title: **BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF \$48,450,719 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO \$36,992,972; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING**

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
A.	Reconstruction and/or Renovation to Various Buildings at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds (Chapter 12 Project)	\$6,500,000	\$0	\$0	\$6,500,000	20 years
B.	Construction of Medical Building at Rowan College of Gloucester County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Superintendent of Buildings and Grounds	13,000,000	0	0	13,000,000	30 years
C.	Reconstruction and/or Renovation to various County Parks, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Parks and Recreation	1,280,000	64,000	0	1,216,000	15 years
D.	Reconstruction and/or Renovation to various County Buildings, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Buildings and Grounds	2,370,000	118,500	0	2,251,500	15 years
E.	Construction, Reconstruction and/or Repair to various County Roadways, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	13,632,862	325,500	7,122,862	6,184,500	10 years
F.	Construction, Reconstruction and/or Repair of various Intersections in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	2,200,000	5,000	2,100,000	95,000	10 years

	<u>Purpose/Improvement</u>	<u>Estimated Total Cost</u>	<u>Down Payment</u>	<u>Grants</u>	<u>Amount of Obligations</u>	<u>Period of Usefulness</u>
G.	Construction, Reconstruction and/or Repair of various Bridges and Dams in the County, together with the acquisition of all materials and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	1,314,202	0	1,314,202	0	20 years
H.	Acquisition of Computer and Phone Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Director of Information Technology	6,140,710	307,036	0	5,833,674	5 years
I.	Acquisition of Communications Systems and Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	1,042,000	52,100	0	989,900	7 years
J.	Acquisition of Emergency Medical Services Equipment, together with the acquisition of all material and equipment and completion of all work necessary therefor or related thereto, all as more particularly described in the records on file in the office of the Director of Emergency Response	621,000	31,050	0	589,950	10 years
K.	Acquisition of Heavy Equipment, together with the acquisition of all materials and equipment and completion of all work necessary therefore or related thereto, all as more particularly described in the records on file in the office of the Public Works Director	349,945	17,497	0	332,448	15 years
	TOTAL	\$48,450,719	\$920,683	\$10,537,064	\$36,992,972	

Appropriation: \$48,450,719
 Bonds/Notes Authorized: \$36,992,972
 Grants (if any) Appropriated: \$10,537,064
 Section 20 Costs: \$7,500,000
 Useful Life: 18.43 years

LAURIE J. BURNS,
Clerk of the Board of Chosen Freeholders

This Notice is published pursuant to N.J.S.A. 40A:2-17.

**RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS
FOR THE MONTH OF FEBRUARY 2019**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending February 15, 2019; and

WHEREAS, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director, and the County Treasurer for the monthly period ending February 15, 2019.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County's Bill List for the period ending February 15, 2019, as prepared, reviewed and approved by the County Treasurer is hereby approved, and the County Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the Division of Social Services' Bill List for the period ending February 15, 2019 as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director, and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved, and the County Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, January 23, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING CANCELLATION OF CERTAIN ITEMS
FROM THE TEMPORARY BUDGET**

WHEREAS, after review, it has been determined that certain items must be canceled from the County's Temporary Budget; and

WHEREAS, the Treasurer has recommended the passage of a resolution to formally cancel said items as follows:

Utilities and Expenses and Bulk Purchases:	
Fuel Oil	\$ 5,000.00
Telephone	\$20,000.00
Statutory Expenditures:	
Public Employee's Retirement System	\$70,000.00
County Debt Service:	
EIT Loans Principal & Interest	\$ 1.00

WHEREAS, said action has been reviewed and approved by the County Administrator, and the County Treasurer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that certain items contained in the Temporary Budget as stated hereinabove shall be canceled.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT FOR RELEASE OF COLLATERAL WITH PENNSYLVANIA MANUFACTURERS' ASSOCIATION INSURANCE COMPANY

WHEREAS, the Pennsylvania Manufacturers' Association Insurance Company (hereinafter "PMAIC") issued policies of insurance to the County prior to inception of the Gloucester County Insurance Commission; and

WHEREAS, PMAIC retained collateral amounts relative to said policies pursuant to the deductible reimbursement security agreement entered into with the County of Gloucester; and

WHEREAS, PMAIC will apply the remaining collateral of \$21,850.86 in escrow, toward outstanding obligations relative to certain County workers' compensation matters which total \$37,496.52, leaving a balance due to PMAIC in the amount of \$15,645.66; and

WHEREAS, a certificate of availability has been provided by the County Treasurer certifying funds for \$15,645.66 pursuant to CAF #18-10801, to be charged against budget line item 8-01-23-215-001-20250; and

WHEREAS, PMAIC requests that the County execute an Agreement for Release of Collateral, acknowledging that the County as insured, has a continuing obligation to reimburse PMAIC for losses, damages, claims, expenses and costs within the deductible and aggregate limits as required by law in the event any presently closed claim under the policies reopens, or in the event of a new claim.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director of the Board is hereby authorized to execute the annexed Agreement for Release of Collateral, and any other document necessary relative to said Agreement for the hereinabove purposes.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



AGREEMENT FOR RELEASE OF COLLATERAL

This Agreement is entered into this 9th day of January, 2019, by and between Pennsylvania Manufacturers' Association Insurance Company (hereinafter "PMAIC") and County of Gloucester, New Jersey (hereinafter the "Insured").

- A. PMAIC issued to the Insured its Policy or Policies (hereinafter the "Policies") as identified on Schedule A, attached hereto and made part hereof. To secure payment of the deductible amounts on the Policies identified therein, PMAIC has retained Collateral amounts pursuant to the Deductible Reimbursement Security Agreement ("Security Agreement").
- B. PMAIC has determined that to the best of its knowledge all claims on the Policies have been settled or otherwise closed. While PMA is entitled under the terms of the Security Agreement to retain the Collateral and/or Escrow at its discretion as security against the possibility that any claim or claims may subsequently reopen, nevertheless PMAIC is herewith using the outstanding Collateral, in the amount of \$21,850.86, to satisfy outstanding obligations.
- C. Notwithstanding the foregoing paragraph, in the event that any presently closed claim under the Policies reopens, or in the event of a new claim under the Policies, the Insured acknowledges that it has a continuing obligation both under the terms of the Policies and under the terms of the Security Agreement to reimburse PMAIC for such losses, damages, claims, expenses and costs which may arise in the future under the Policies, within the deductible and aggregate limits, as required by law.
- D. In the event of a future claim or loss arising under the Policies, the Insured, and its successors and assigns, acknowledges its obligation to and hereby agrees that it shall immediately reimburse PMAIC in full for any future loss, damage, claim, expense or cost incurred under the Policies, within the deductible and aggregate limits, as required by law.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed by their duly authorized officers on the day and year first written above.

PENNSYLVANIA MANUFACTURERS'
ASSOCIATION INSURANCE COMPANY

COUNTY OF GLOUCESTER, NJ

BY: _____

BY: _____

TITLE: Manager, Credit & Alternative
Markets Collections

TITLE: _____



OLD REPUBLIC INSURANCE GROUP



SCHEDULE A

Below is a listing of the Policies issued by Pennsylvania Manufacturers' Association Insurance Company to the Insured, including deductible and aggregate limits, which are the subject of the Agreement to Release Collateral:

<u>Policy No.</u>	<u>Effective Date</u>	<u>Occurrence Amount</u>	<u>Aggregate Amount</u>
1190065-209400	01/01/1994	\$250,000	\$1,200,000
1190065-209575	01/01/1995	\$250,000	\$1,200,000
1190065-209675	01/01/1996	\$250,000	\$1,200,000
1190065-209775	01/01/1997	\$250,000	\$1,200,000
1190065-209875	01/01/1998	\$250,000	\$ 837,428
1190065-209975	01/01/1999	\$250,000	\$ 837,829
1190065-200075	01/01/2000	\$250,000	\$ 800,000
1190065-200175	01/01/2001	\$250,000	\$ 924,624
1190065-200275	01/01/2002	\$250,000	\$ 964,876
1190065-200375	01/01/2003	\$250,000	\$1,190,708



OLD REPUBLIC INSURANCE GROUP

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. 18-10801

ORDER DATE: 11/30/18
REQUISITION NO: R8-11260
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

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GLOUC. CO TREASURER'S OFFICE
2 S. BROAD ST., 3RD FLOOR
WOODBURY, NJ 08096
856-853-3353

**V
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PMA COMPANIES
Attn: Sharon Stevenson
PO BOX 3031, 380 SENTRY PKWY
BLUE BELL, PA 19422-0754

VENDOR #: PMA0003

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	STATEMENT# S94473NPN WC LARGE DEDUCTIBLE ACCOUNT 1190065 \$37,496.52 - BILL -\$21,850.86 - BALANCE IN ESCROW =\$15,645.66 - PAYMENT	8-01-23-215-001-20250 WORKMAN'S COMP INSURANCE - GE	15,645.6600	15,645.66
			TOTAL	15,645.66

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 <i>Sharon Stevenson</i> 1/19/19</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>TREASURER / CFO</p> <p><i>Kimberly East</i></p> <p>PURCHASING DIRECTOR</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING APPROVAL OF AN ADDITION TO THE HUMAN RESOURCES MANUAL AND TO AMEND THE ADMINISTRATIVE CODE SECTION PER-6

WHEREAS, there exists a need by the County of Gloucester to approve additions and deletions to the Human Resources Manual; and

WHEREAS, the Human Resources Manual seeks to provide uniform operations within each department, increase efficiency, improve employee morale and enhance service to Gloucester County residents; and

WHEREAS, the following modifications are being requested:

- Revising HR Policy **5.1, Health Benefits** to reflect recent change of the vision benefit provider to National Vision Administrators;
- Revising HR Policy **6.4, Sick Leave** to reference new Exhibit 6.4 A which explains the New Jersey Earned Sick Leave Law policy;
- Adding HR Policy **6.4 Exhibit A, New Jersey Earned Sick Leave Law**, which explains the County’s policy related to the recent passed law;
- Revising HR Policy **7.6, Drugs and Alcohol**, to reference source material for Exhibit 7.6 V entitled “Most Commonly Abused Drugs”;
- Replacing existing HR Policy **7.6 Exhibit V, Most Commonly Abused Drugs**, with most recent version as provided by the National Institutes of Health;

WHEREAS, the additions to the Human Resources Manual has been recommended by the County Administrator and appears to be necessary and appropriate; and

WHEREAS, to completely implement the revisions to the Human Resources Manual, it is necessary to amend the Gloucester County Administrative Code Section PER-6.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby approves the addition to the Human Resources Manual and hereby directs that Gloucester County Administrative Code Section PER-6 be amended to reflect the amendment of this manual.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

County of Gloucester
Human Resources Manual

CHAPTER:	5 - EMPLOYEE BENEFITS	ADOPTED: 3/7/06
SECTION:	1 - HEALTH BENEFITS	REVISED: 2/20/19

Eligible employees and their dependents, as applicable, are afforded many health benefits through their employment with the County. Furthermore, eligible retirees enjoy a continuation of medical and prescription benefits. Average hours of a work week, years of service, and health benefits through other sources are examples of circumstances that affect an individual's ability to enjoy these benefits. Non-Union employees that have benefits through retirement from another public entity are not eligible for benefits with the County.

Errors in either enrollment or claim forms are the responsibility of the employee and not the employer.

If an employee does not expect the need for medical or prescription benefits and has coverage elsewhere, employees may choose to waive this coverage (see HR 5.2 for more details). PLEASE NOTE: state statute specifically prohibits two members who are each enrolled in SHBP from covering each other. Therefore, an eligible individual may only enroll in the SHBP as an employee or retiree, or be covered as a dependent.

Questions about employee health benefits should be directed to:

County of Gloucester
Department of Human Resources
Mailing Address: P.O. Box 337, Woodbury, NJ 08096
Location: County Administration Building, 2 South Broad Street, 3rd Floor, Woodbury, NJ 08096
Phone: (856) 853-3264
Fax: (856) 853-3266

Contact information for benefit providers can be found on the County of Gloucester web page: www.gloucestercountynj.gov/depts/h/hr/emps.asp.

In accordance with Chapter 78, P.L. 2011, effective June 28th 2011, employees receiving health benefits (medical, prescription, dental and vision) pay a contribution towards the cost of health benefits. Section 80 of the law allows employers time for a practical and prospective implementation of increased employee contributions. When implemented after the effective date, there is no retroactive impact. The provision allows for administrative convenience and does not affect the effective date. For example, for employees not covered by a CNA (collective negotiations agreement), *if* the first year deduction was started on January 1, 2012, the implementation date of the second year increase in benefits is the pay period including July 1, 2012.

The minimum health contribution required is 1.5% of salary and the law requires that the percent of premium contribution (derived from salary and types of coverage tables list below) is multiplied by the total premium due for each employee and deducted from base salary; or as applicable for future retirees, the retirement allowance, including any cost-of-living amount paid (see Retirement Health Benefit section that follows for more details).

This contribution goes into effect immediately, or as soon as administratively feasible, for employees whose contracts are expired as of the effective date and for employees not covered by a union contract; for those employees covered by a collective negotiations agreement in effect on June 28th, 2011, the contribution commences with the expiration of said contract; furthermore, employees hired on or after the effective date of Chapter 78, P.L. 2011, (June 28th, 2011) shall contribute at the highest level (Year 4). Health benefit contribution payments can be made on a pre-tax basis through the Section 125 plan.

The following charts reflect the four-year phase-in of contribution levels for employees employed as of the effective date:

**HEALTH BENEFITS CONTRIBUTION FOR SINGLE COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 20,000	1.13%	2.25%	3.38%	4.50%
20,000-24,999.99	1.38%	2.75%	4.13%	5.50%
25,000-29,999.99	1.88%	3.75%	5.63%	7.50%
30,000-34,999.99	2.50%	5.00%	7.50%	10.00%
35,000-39,999.99	2.75%	5.50%	8.25%	11.00%
40,000-44,999.99	3.00%	6.00%	9.00%	12.00%
45,000-49,999.99	3.50%	7.00%	10.50%	14.00%
50,000-54,999.99	5.00%	10.00%	15.00%	20.00%
55,000-59,999.99	5.75%	11.50%	17.25%	23.00%
60,000-64,999.99	6.75%	13.50%	20.25%	27.00%
65,000-69,999.99	7.25%	14.50%	21.75%	29.00%
70,000-74,999.99	8.00%	16.00%	24.00%	32.00%
75,000-79,999.99	8.25%	16.50%	24.75%	33.00%
80,000-94,999.99	8.50%	17.00%	25.50%	34.00%

County of Gloucester
Human Resources Manual

95,000 and over	8.75%	17.50%	26.25%	35.00%
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*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR FAMILY COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.75%	1.50%	2.25%	3.00%
25,000-29,999.99	1.00%	2.00%	3.00%	4.00%
30,000-34,999.99	1.25%	2.50%	3.75%	5.00%
35,000-39,999.99	1.50%	3.00%	4.50%	6.00%
40,000-44,999.99	1.75%	3.50%	5.25%	7.00%
45,000-49,999.99	2.25%	4.50%	6.75%	9.00%
50,000-54,999.99	3.00%	6.00%	9.00%	12.00%
55,000-59,999.99	3.50%	7.00%	10.50%	14.00%
60,000-64,999.99	4.25%	8.50%	12.75%	17.00%
65,000-69,999.99	4.75%	9.50%	14.25%	19.00%
70,000-74,999.99	5.50%	11.00%	16.50%	22.00%
75,000-79,999.99	5.75%	11.50%	17.25%	23.00%
80,000-84,999.99	6.00%	12.00%	18.00%	24.00%
85,000-89,999.99	6.50%	13.00%	19.50%	26.00%
90,000-94,999.99	7.00%	14.00%	21.00%	28.00%
95,000-99,999.99	7.25%	14.50%	21.75%	29.00%
100,000-109,999.99	8.00%	16.00%	24.00%	32.00%
110,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

**HEALTH BENEFITS CONTRIBUTION FOR
MEMBER/SPOUSE/PARTNER OR PARENT/CHILD COVERAGE
(PERCENTAGE OF PREMIUM)***

Salary Range	Year 1	Year 2	Year 3	Year 4
less than 25,000	0.88%	1.75%	2.63%	3.50%
25,000-29,999.99	1.13%	2.25%	3.38%	4.50%
30,000-34,999.99	1.50%	3.00%	4.50%	6.00%

County of Gloucester
Human Resources Manual

35,000-39,999.99	1.75%	3.50%	5.25%	7.00%
40,000-44,999.99	2.00%	4.00%	6.00%	8.00%
45,000-49,999.99	2.50%	5.00%	7.50%	10.00%
50,000-54,999.99	3.75%	7.50%	11.25%	15.00%
55,000-59,999.99	4.25%	8.50%	12.75%	17.00%
60,000-64,999.99	5.25%	10.50%	15.75%	21.00%
65,000-69,999.99	5.75%	11.50%	17.25%	23.00%
70,000-74,999.99	6.50%	13.00%	19.50%	26.00%
75,000-79,999.99	6.75%	13.50%	20.25%	27.00%
80,000-84,999.99	7.00%	14.00%	21.00%	28.00%
85,000-99,999.99	7.50%	15.00%	22.50%	30.00%
100,000 and over	8.75%	17.50%	26.25%	35.00%

*Member contribution is a minimum of 1.5% of base salary towards Health Benefits

Medical

All full-time employees and certain part-time employees in accordance with the appropriate negotiated agreement, and eligible dependents of eligible employees, may choose to select one of the NJ State Health Benefit plans according to the negotiated contracts.

All employees must select a plan or indicate that they wish no coverage (see HR 5.2 for more details).

Coverage for new employees will begin exactly 60 days from the date of hire for Medical and Prescription benefits and 60 days following the first of the month for Dental and BCS Vision Plan benefits.

Identification cards will be distributed from the insurance carriers for medical coverage.

After retirement, termination of coverage, or while on an approved leave of absence, medical health benefit coverage may be continued. You must notify Human Resources of your retirement/termination date to ensure uninterrupted group coverage. Human Resources will in turn contact the State of New Jersey [Divisions of Pensions and Benefits, PO Box 295, Trenton, NJ 08625-0295, Phone number: (609) 292-7524]. Please see HR 2.7 Exhibit E explains Continuation of Coverage forms for employees, dependents, and separated/divorced spouses/civilly unionized partners.

Any employee who fails to enroll his/her dependents or wishes to change from one plan to another may only make changes to medical and prescription during the Annual Open Enrollment period in October, with coverage effective January 1.

The only other time you may make changes to your plan is if you experience a Life Changing Event or if you or your dependent(s) experience a loss of coverage. A Life Changing Event is defined as death, divorce/dissolution of civil union, marriage/civil union, or birth. If you experience a life changing event, you have 60 days to notify the NJ State Health Benefits Program and Human Resources. If an employee or eligible dependents are not enrolled within 60 days of the time they first become eligible for coverage, the employee must wait until the next annual Open Enrollment period to do so.

Please note that if you have a change of address, or name, you must notify Human Resources (see HR 9.3).

Dental

Single dental coverage is available for all full-time and eligible part-time employees in accordance with the current negotiated contracts and for non-union employees. A description of plan benefits can be obtained through Conner Strong & Buckelew Companies [Phone (800)563-9929].

Gloucester County also offers the opportunity for union employees in accordance with the current negotiated contracts and non-union employees to elect a group dental plan for spouses/civilly unionized partners and/or dependents. The additional cost above the traditional, employee only, dental plan must be partially paid through payroll deduction by the employee. In accordance with the negotiated contract, the employer may contribute towards this plan; in the case of non-union employees, these terms follow the signed CWA contract. A description of plan benefits can be obtained through Conner Strong & Buckelew [Phone (800)563-9929].

Dental coverage uses the group number only; no benefit card is issued.

Annual Open Enrollment for dental and vision is done in October for an effective date of January 1.

Prescription

Gloucester County provides prescription coverage for all full-time employees, eligible part-time employees in accordance with the current negotiated contracts, and their eligible dependents. The plan is offered in accordance with State Health Plan Benefits.

Coverage for new employees begins the first day of the month following the completion of 60 days of employment.

Prescription cards will be distributed by the prescription carrier prior to the effective date of coverage.

Vision

The County of Gloucester offers a vision plan benefit that is offered in accordance with the appropriate negotiated collective bargaining agreement. As applicable, this benefit is offered to employees and their dependents. The plan reimburses participating providers or the covered person, as applicable, for a portion of one annual eye examination every 12 months. The plan also provides an allowance toward the cost of lenses every 12 months and frames every 24 months. A description of plan benefits and claim forms can be obtained through National Vision Administrator's (NVA) website at www.e-nva.com.

Vision benefit card will be distributed by the vision carrier to eligible employees.

Annual Open Enrollment for dental and vision is done in October for an effective date of January 1.

Retirement Health Benefits

Insurance coverage for medical and prescription benefits will be provided to retirees as follows:

The Employer shall continue medical coverage for employees who retire on pension with at least twenty-five (25) years or more credited service in PERS or PFRS, together with their dependents.

The employer will provide for continuation of prescription benefits to all employees who retire with at least twenty-five (25) years of pension time and seven years employment with the County. Employees should refer to their respective bargaining unit contract to determine whether prescription coverage extends to spouses/civil union partners and dependents.

Active employees who have 25 years or more years of service credit as of the effective date of Chapter 78 (June 28th, 2011) are grandfathered and are governed by the terms applicable on the date they accrue 25 years of service credit.

Employees who retire on an approved disability retirement, or who had 20 or more years of service credit at June 28th, 2011 and later retire with 25 or more years of service credit, are not subject to the contribution provisions of Chapter 78.

Employees who are not grandfathered (see preceding two paragraphs), who do not fall within the above provisions, and who become eligible for employer-paid post-retirement benefits after 25 years of service, will be subject to a contribution toward postretirement

medical coverage based on the applicable percentage of premium as determined by the annual retirement allowance, including any cost-of-living adjustments. A minimum contribution of 1.5% of the monthly retirement allowance is required.

The County shall not provide any benefits other than what is bargained for under the respective collective bargaining agreement or explicitly given to a non-union employee.

Employee:

All new, eligible employees:

Please note that you are not covered until you enroll in the SHBP. You must fill out a *Health Benefits Program Application* and provide all the information requested along with any required supporting documentation

Or

Elect no coverage (see HR 5.2).

Should notify Human Resources and the State of New Jersey [Divisions of Pensions and Benefits, PO Box 295, Trenton, NJ 08625-0295, Phone number: (609) 292-7524] of changes in coverage (additions or deletions of dependents) as soon as possible to ensure proper coverage (HR 5.1 Exhibit N). Please note that if you do not enroll all eligible members of your family within 60 days of the time you or they first become eligible for coverage, you must wait until the next Open Enrollment period to do so

Should contact Human Resources and the State of New Jersey [Divisions of Pensions and Benefits, PO Box 295, Trenton, NJ 08625-0295, Phone number: (609) 292-7524] as early as possible for complete details on continuing medical health benefits after retirement, termination of coverage, or while on an approved leave of absence to ensure uninterrupted group coverage.

Human Resources:

Provides enrollment forms and information about the features of the available health, dental, prescription and vision benefit programs for all eligible employees.

Provides enrollment application and documentation to the State Health Benefit Plan.

Oversees changes in coverage or questions pertaining to coverage as applicable.

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CHAPTER:	6 – LEAVE TIME	ADOPTED: 3/7/06
SECTION:	4 – SICK LEAVE	REVISED: 2/20/19

Title 4A:6-1.1(a) specifies the rules governing minimum sick leave for local government employees.

During the initial month of employment, full-time employees will receive 1 working day of sick leave if they begin work on the 1st through 15th day of the calendar month, and 1/2 working day if they begin work on the 16th through the 23rd day of the month. No credit is earned if an employee begins work on the 24th day of the month or after (4A:6-1.3(a)1).

After the initial month and up to the end of the first calendar year, full-time employees earn 1 working day for each month of service.

At the beginning of each calendar year thereafter, full-time employees shall have 15 working days of sick leave credited in anticipation of continued employment (4A:6-1.3(a)2).

Part-time employees are entitled to proportionate amounts of paid sick leave (4A:6-1.3(b)).

Failure to follow the procedure for notification of absence due to illness could result in denial of sick leave for that absence and/or other disciplinary action.

Employees may be required to submit official proof of illness or inability to work when:

- (1) They have been absent on sick leave for 5 or more consecutive working days;
- (2) They have been absent on sick leave for an aggregate of more than 15 days in a 12-month period;
- (3) The department head determines such requirement appears reasonable.

Sick leave may be used for personal illness or injury, exposure to contagious disease, care for a seriously ill member of an employee's immediate family, or death in an employee's immediate family (4A:6-1.3(g)). For the purposes of this policy, immediate family shall include any relations as are deemed within the definition of family members under the NJFLA and the federal FMLA (please refer to HR 6.11, HR 6.11 Exhibit S titled "NJFLA and FMLA General Information"). In general, immediate family is defined as a parent, child, and spouse or civil union partner. Expanded definitions of immediate family may be found in the appropriate negotiated contract.

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The County may require a medical certificate from an attending physician stating an employee is able to return to his/her regular duties and that returning to work would not jeopardize the health of the employee, other employees, or the public at large. At its discretion, the County may further require that an employee obtain a medical release from the County physician. Please refer to HR 6.4 Exhibit K for additional information.

If an illness is of a chronic or recurring nature, employees shall only be required to provide one proof of illness every six months. Such proof must specify the nature of the illness and that it is likely to cause periodic absences.

Paid sick days shall not accrue during a leave of absence without pay, during a suspension, or after an employee has resigned even if his/her name remains on the payroll until vacation or other compensatory time is exhausted (4A:6-1.3(c) and (d)).

An employee who exhausts all of his/her paid sick leave in any one year shall not be credited with additional paid sick leave until the beginning of the next calendar year (4A:6-1.3(e)).

Unused sick leave shall accumulate from year to year without limit (4A:6-1.3(f)).

Sick leave may be used in half hour increments.

Medical and dental appointments should be made outside normal working hours, whenever possible. If it is necessary that such appointments be scheduled during regular working hours, the normal procedure for requesting sick time will be followed.

When a union employee retires, the County will buy back a portion of unused sick leave in accordance with the terms of the appropriate negotiated agreement. Non-union and managerial employees, upon retiring on pension, shall be eligible for a one-time supplemental payment based on the number of unused sick days remaining to the employee's credit. For non-union and managerial employees, the supplemental payment for retirees will be calculated by dividing the number of unused sick days in half and multiplying that result by the value of a day's pay for the employee at retirement with the total supplemental payment not to exceed \$15,000.

If an employee terminates employment prior to the end of the calendar year, an adjustment will be made in the final paycheck for any sick leave which has been used but not yet earned.

In the case of a serious illness or accident, an employee may request approval from the Human Resources Director to change vacation leave to sick leave. Such requests must be made at the time the condition occurs and not when the employee returns to work. The employee must have supportive medical documentation.

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Additional provisions concerning sick leave are outlined in accordance with appropriate negotiated agreements.

The employees of the County of Gloucester who are provided with sick leave at full pay under N.J.S.A. 11A and N.J.A.C. 4A are covered under this policy and **exempt** from coverage under the NJ Earned Sick Leave Law as set forth in HR 6.4 Exhibit A; employees (such as seasonal, temporary and substitute) with the County of Gloucester who are *not* provided with sick leave at full pay under N.J.S.A. 11A and N.J.A.C. 4A are covered under the NJ Earned Sick Leave Law and are permitted to accrue and use earned sick leave in accordance with the requirements of the NJ Earned Sick Leave Law. Please refer to HR 6.4 Exhibit A titled "NJ Earned Sick Leave Law" for more information.

Employee (under NJSA 11A and NJAC 4A):

If a union employee, should consult their appropriate negotiated agreement for specifics on notifying their Department Head/designee if they will be absent due to illness, and if a non-union employee, should consult their Department Head for department procedures.

Provides proof of illness or inability to work when requested by Department Head.

May request approval to change vacation leave to sick leave in the case of a serious illness or accident at the time the condition occurs. The employee must provide supportive medical documentation.

Department Head/designee:

Reports quarterly the use of sick leave to the Human Resources Director for routine employee absences.

Sends a memo to the Human Resources Director stating the anticipated length of an employee's absence for long-term illnesses. Please refer to HR 5.9 titled "Disability Benefits," HR 6.10 titled "Disability Leave" and HR 6.11 "Unpaid Leave" for more information relevant to long-term illnesses.

Forwards medical certificates, whenever applicable, to the Human Resources Director for the employee's personnel file (a medical certification is documentation from an attending physician stating an employee is able to return to his/her regular duties and that returning to work would not jeopardize the health of the employee, other employees or the public at large).

Human Resources Director/designee:

Reviews quarterly Sick Leave reports.

Receives correspondences concerning anticipated leaves for long-term illnesses.



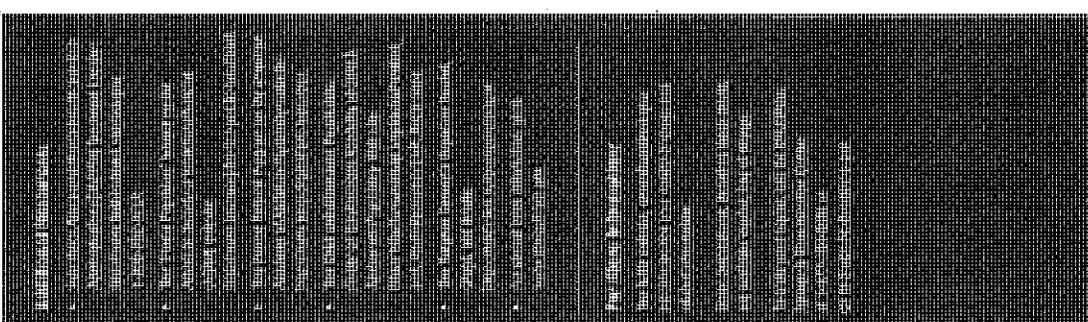
DESCRIPTION	COCAINE	HEROIN	AMPHETAMINE	LSD	MARIJUANA (GANJIBUS)	MDMA (ECSTASY/ROCKY)
STREET NAMES	Blow, Bump, C, Candy, Charlie, Cole, Crack, Flake, Rock, Speed, Hot	Brown sugar, Chim White, Dope, H, Horse, Jack, Sack, Stone, Truck, White Horse, White Girl, Yellow, and White Mountain; Chinese	White powder, white rock crystals	White or brownish powder of base, sticky substance known as "black tar heroin"	Various	Blur, Bob, Dope, Gump, Green, Herb, Herb, Herb, Jack, Jany, Jane, Pot, Rooter, Shagging, Shunk, Shook, Ties, Weed
COMMERCIAL NAMES	Cocaine hydrochloride topical solution (Cocaine) rarely used in medical procedures	No commercial uses	White powder, white rock crystals	Various	Various brand names in states where the sale of marijuana is legal	No commercial uses
COMMON FORMS	White powder, white rock crystals	White or brownish powder of base, sticky substance known as "black tar heroin"	White or brownish powder of base, sticky substance known as "black tar heroin"	Various	Various brand names in states where the sale of marijuana is legal	No commercial uses
COMMON WAYS TAKEN	Smoked, smoked, injected	Injected through the nose or mouth	Not restricted	Smoked, injected through mouth (beaker paper square)	Smoked, eaten (made in food or brewed as tea)	Smoked, snorted
DEA SCHEDULE	II	II	II	II	II	II
SHORT-TERM	Increased blood vessel, enlarged pupils, increased body temperature, heart rate, and blood pressure; headache, abdominal pain and nausea; euphoria; increased energy; dizziness; insomnia; restlessness; anxiety; irritability; violent behavior; vertigo; dizziness; paranoia; psychosis; heart rhythm problems; heart attack; stroke; seizure, coma.	Euphoria; dry mouth; itching; nausea; vomiting; numbness; slowed breathing and heart rate.	Euphoria; dry mouth; itching; nausea; vomiting; numbness; slowed breathing and heart rate.	Euphoria; dry mouth; itching; nausea; vomiting; numbness; slowed breathing and heart rate.	Enhanced sensory perception and euphoria followed by drowsiness/dissociation; slowed reaction time; problems with balance and coordination; increased heart rate and appetite; problems with learning and memory; anxiety.	Lowered inhibition; enhanced sensory perception; increased heart rate and blood pressure; muscle twitching; nausea; fatigue; chills or sweating; sleep; rise in body temperature leading to kidney failure or death.
LONG-TERM	Loss of sense of smell; myopia; nasal damage and trouble breathing from snoring; infection and death of bowel tissue from increased blood flow; poor nutrition and weight loss; lung damage from smoking.	Collapsed lungs; sinusitis (swollen tissue with pus); infection of the lining and tubes in the heart; osteomyelitis and stomach cramps; liver or kidney disease.	Collapsed lungs; sinusitis (swollen tissue with pus); infection of the lining and tubes in the heart; osteomyelitis and stomach cramps; liver or kidney disease.	Collapsed lungs; sinusitis (swollen tissue with pus); infection of the lining and tubes in the heart; osteomyelitis and stomach cramps; liver or kidney disease.	Mental health problems, chronic cough, frequent respiratory infections. In rare cases, risk of recurrent episodes of severe nausea and vomiting.	Long-lasting confusion, depression, problems with attention, memory, and sleep; increased appetite; impulsiveness less interest in sex.
OTHER HEALTH-RELATED ISSUES	Pregnancy: premature delivery; low birth weight; placenta in self-regulation and attention; risk of HIV, hepatitis, and other infectious diseases from shared needles.	Pregnancy: miscarriage; low birth weight; respiratory distress syndrome; risk of HIV, hepatitis, and other infectious diseases from shared needles.	Pregnancy: miscarriage; low birth weight; respiratory distress syndrome; risk of HIV, hepatitis, and other infectious diseases from shared needles.	Pregnancy: low birth weight; low probability; delayed behavioral development due to drug exposure; chronic malnutrition and body composition.	Unknown	Unknown
IN COMBINATION WITH ALCOHOL	Greater risk of cardiac toxicity than from either drug alone.	Greater risk of cardiac toxicity than from either drug alone.	Greater risk of cardiac toxicity than from either drug alone.	Greater risk of cardiac toxicity than from either drug alone.	Unknown	Unknown
WITHDRAWAL SYMPTOMS	Depression, thirstiness, increased appetite, insomnia, mild unpleasant dreams, slowed movement, restlessness.	Depression, thirstiness, increased appetite, insomnia, mild unpleasant dreams, slowed movement, restlessness.	Depression, thirstiness, increased appetite, insomnia, mild unpleasant dreams, slowed movement, restlessness.	Depression, thirstiness, increased appetite, insomnia, mild unpleasant dreams, slowed movement, restlessness.	Increased heart rate, blood pressure; further slowing of mental processing and reaction time.	MDMA depresses some of sleep's effects. Alcohol can increase plasma concentrations of MDMA, which may increase the risk of serotonin effects.
MEDICATIONS	There are no FDA-approved medications to treat cocaine addiction.	There are no FDA-approved medications to treat heroin addiction.	There are no FDA-approved medications to treat heroin addiction.	There are no FDA-approved medications to treat heroin addiction.	There are no FDA-approved medications to treat MDMA addiction.	There is conflicting evidence about whether MDMA is addictive. There are no FDA-approved medications to treat MDMA addiction.
BEHAVIORAL THERAPIES	<ul style="list-style-type: none"> Cognitive-behavioral therapy (CBT) Contingency management or motivational incentives The Matrix model Community-based recovery groups, such as 12-step programs Mobile medical application: mETP 	<ul style="list-style-type: none"> Cognitive-behavioral therapy (CBT) Contingency management or motivational incentives The Matrix model Community-based recovery groups, such as 12-step programs Mobile medical application: mETP 	<ul style="list-style-type: none"> Cognitive-behavioral therapy (CBT) Contingency management or motivational incentives The Matrix model Community-based recovery groups, such as 12-step programs Mobile medical application: mETP 	<ul style="list-style-type: none"> Cognitive-behavioral therapy (CBT) Contingency management or motivational incentives The Matrix model Community-based recovery groups, such as 12-step programs Mobile medical application: mETP 	<ul style="list-style-type: none"> Cognitive-behavioral therapy (CBT) Contingency management or motivational incentives The Matrix model Community-based recovery groups, such as 12-step programs Mobile medical application: mETP 	<ul style="list-style-type: none"> Cognitive-behavioral therapy (CBT) Contingency management or motivational incentives The Matrix model Community-based recovery groups, such as 12-step programs Mobile medical application: mETP

POSSIBLE HEALTH EFFECTS

TREATMENT OPTIONS



DESCRIPTION	METHAMPHETAMINE	PCP	SYNTHETIC CANNABINOIDS	SYNTHETIC CATHINONES ("BATH SALTS")	TRIMETOPRIM	ALCOHOL
STREET NAMES	Crack, Crack, Crystal, Pink, Blues, Go Back, Ice, Meth, Speed	Angel Dust, Boat, Hog, Love Boat, Purple Pill	10, Spice, Black Mamba, Bliss, Bombay Blue, Fake Weed, Fire, Genie, Neon Rocks, Skunk, Smokey, Vulcan, Zoiel	Brown, Cloud Nine, Cosmic Blast, Flakka, Hog Weed, Lique Weed, Scudgel, Vanilla Sky, White Lightning	Kops	Bacon, Bacon, Soda, River
COMMON FORMS	Powder	White or colored powder, tablet, or capsule; clear liquid	For commercial use	For commercial use (or "fresh" "bath salts")	Multiple brand names	Various
COMMON WAYS TAKEN	White powder or pill; crystal meth rocks (in pieces of glass or shiny blue-white "rocks" of different sizes)	Injected, smoked, swallowed, smoked (powder added to milk, partying, anxiolytic, or marijuana)	Oral; smoked; plant material that looks like marijuana but is sometimes sold as "heroin"	White or brown crystalline powder; sold in small plastic or paper bags labeled "not for human consumption" and sometimes sold as "party cannot wait," "cops out," "lipo"	Cigarettes, cigars, vials, inhalants, snuff	Brew, wine, spirits without beverages
DEA SCHEDULE	II	II, III	Smoked, swallowed (powder as tea)	Swallowed, smoked, injected	Not Schedule	Ingested by drinking
SHORT-TERM EFFECTS	Increased wakefulness and physical activity; decreased appetite; increased breathing; heart rate, blood pressure, temperature; irregular heartbeat	Delusions, hallucinations, paranoia, paranoia thinking, a sense of paranoia; high one's environment, anxiety	Increased heart rate, vomiting, diarrhea, confusion, hallucinations, anxiety, paranoia; increased blood pressure	Increased heart rate and blood pressure; euphoria; increased energy and alertness; paranoia; violent behavior; sweating; nausea; vomiting; tremor; anxiety; dizziness; depression; panic attacks; reduced motor control; drowsy walking	Increased blood pressure, breathing, and heart rate	Altered perception of time; increased energy; impaired judgment, coordination, and reflexes; slurred speech; memory problems
LONG-TERM EFFECTS	Anxiety, confusion, insomnia, mood problems, violent behavior, paranoia, hallucinations, delusions, weight loss, severe dental problems ("meth mouth"), intense itching (leading to skin sores) from scratching	Memory loss, problems with speech and thinking, loss of appetite, anxiety	Uncommon	Death	Greatly increased risk of cancer, especially lung cancer when smoked and oral cancers when chewed; chronic bronchitis; emphysema; heart disease; leukorrhea; catarrhs; pneumonia	Irregular heartbeat, stroke, high blood pressure, ulcers and fibrosis of the liver, mouth, throat, liver, breast cancer
OTHER HEALTH-RELATED ISSUES	Pregnancy: premature delivery; stillbirth or the placenta from the uterus; low APO; increased risk of placental abruption; risk of HIV, hepatitis, and other infectious diseases from shared needles	PCP has been linked to self-harm, risk of HIV, hepatitis, and other infectious diseases from shared needles	Use of synthetic cannabinoids has led to an increase in pregnancy term, risks of certain events	Risk of HIV, hepatitis, and other infectious diseases from shared needles	Pregnancy: miscarriage; low birth weight; stillbirth; placental and fetal problems	Pregnancy: miscarriage; fetal alcohol spectrum disorders (FASD)
IN COMBINATION WITH ALCOHOL	Makes the depressant effects of alcohol, increases risk of alcohol overdose, may increase blood pressure	Uncommon	Uncommon	Uncommon	Uncommon	None
WITHDRAWAL SYMPTOMS	Depression, anxiety, fatigue	Headaches, increased appetite, sleepiness, depression	Headaches, anxiety, depression, irritability	Depression, anxiety	Depression, anxiety, depression, irritability	Trouble sleeping, stiffness, fatigue, depression, anxiety, nausea, sweating
MEDICATIONS	There are no FDA-approved medications to treat methamphetamine addiction	There are no FDA-approved medications to treat addiction to PCP or other dissociative drugs	There are no FDA-approved medications to treat synthetic cannabinoid addiction	There are no FDA-approved medications to treat addiction to synthetic cathinones	There are no FDA-approved medications to treat addiction to synthetic cathinones	Hallucinations, anorexia, disorientation
BEHAVIORAL THERAPIES	• Cognitive-behavioral therapy (CBT) • Contingency management or motivational incentives • The Matrix model • 12-Step facilitation therapy • Mobile medical application: reSET™	More research is needed to find out if behavioral therapies can be used to treat addiction to dissociative drugs	More research is needed to find out if behavioral therapies can be used to treat synthetic cannabinoid addiction	• Cognitive-behavioral therapy (CBT) • Contingency management or motivational incentives • Motivational Enhancement Therapy (MET) • Relapse prevention therapy (RPT)	• Cognitive-behavioral therapy (CBT) • Self-help materials • Motivational Enhancement Therapy (MET) • Mail, phone, and internet quit resources • Mobile medical application: reSET™	• Cognitive-behavioral therapy (CBT) • Self-help materials • Motivational Enhancement Therapy (MET) • Mail, phone, and internet quit resources • Mobile medical application: reSET™



CHAPTER:	6 - LEAVE TIME	ADOPTED: 2/20/19
SECTION:	4 – SICK LEAVE	REVISED:

EXHIBIT A – NJ EARNED SICK LEAVE LAW

The employees of the County of Gloucester who are provided with sick leave at full pay under N.J.S.A. 11A and N.J.A.C. 4A are **exempt** from coverage under the NJ Earned Sick Leave Law; employees (such as seasonal, temporary and substitute) with the County of Gloucester who are *not* provided with sick leave at full pay under N.J.S.A. 11A and N.J.A.C. 4A are covered under the NJ Earned Sick Leave Law and are permitted to accrue and use earned sick leave in accordance with the requirements of the NJ Earned Sick Leave Law. Independent contractors are not covered by the NJ Earned Sick Leave Law. This policy is provided to offer guidance to Department Heads/designees and those aforementioned employees (such as seasonal, temporary, and substitute employees) who are subject to the NJ Earned Sick Leave Law.

Effective October 29, 2018, for every 30 hours worked, the employee who is covered under the NJ Earned Sick Leave Law shall accrue one hour of earned sick leave and be permitted to accrue and use a maximum of 40 hours of earned sick leave in any benefit year. Employees covered under the NJ Earned Sick Leave Law must wait 120 days to begin using accrued earned sick leave. The benefit year is January 1 to December 31st of the calendar year. Earned sick leave shall be taken in whole days (equal to the number of hours the employee was scheduled to work during that shift) or half hour increments thereof.

Permissible reasons for an employee who is **covered under the NJ Earned Sick Leave Law** to take sick leave are (1) Diagnosis, care, treatment or recovery for the employee's own mental or physical condition, (2) Diagnosis, care, treatment or recovery for a family member's mental or physical condition, (3) Time needed as a result of an employee's or family member's status as a victim of domestic or sexual violence, (4) Time when the workplace, school or childcare is closed by order of a public official due to a public health concern, and (5) Time to attend a school-related conference or meeting. *Please note that these reasons are separate and apart from the permissible reasons that pertain to the employees of the County of Gloucester who are provided with sick leave at full pay under N.J.S.A. 11A and N.J.A.C. 4A are covered under this policy and exempt from coverage under the NJ Earned Sick Leave Law.*

Family member is defined by the NJ Earned Sick Leave Law as a child, grandchild, sibling, spouse, domestic partner, civil union partner, parent, or grandparent of an employee; a spouse, domestic partner, or civil union partner of a parent or grandparent of the employee; or a sibling of a spouse, domestic partner, or civil union partner of the employee. Notably, the term family member also includes any other individual related

by blood to the employee of whose close association with the employee is the equivalent of a family relationship.

Department Heads are responsible for notifying these employees of the requirements for seeking sick leave and for providing procedures for the employee to follow when providing notification of the intent to use sick leave.

Employees covered under the NJ Earned Sick Leave Law are required to provide advance written notice of the need to use earned sick leave that is foreseeable. Such required advance written notice is seven calendar days prior to the date the earned sick leave is to begin and must include notice of the intention to use the leave and its expected duration. Where the employee's need to use earned sick leave is foreseeable, the employee shall make a reasonable effort to schedule the use of earned sick leave in a manner that does not unduly disrupt the operations of the County. For purposes of this subsection, the need to use earned sick leave shall be considered "foreseeable," when the employee is able to predict or know in advance that he or she will need to use earned sick leave, such as a scheduled doctor's visit, a regularly occurring medical treatment, or regularly scheduled therapy appointment.

If the reason for the leave is not foreseeable, the employee must give notice of the intention to use the leave as soon as practicable and prior to start of shift.

The County of Gloucester may prohibit the employee from using earned sick leave on certain dates which are limited to verifiable high-volume periods or special events, during which permitting the use of foreseeable earned sick leave would unduly disrupt the operations of the Employer. Department Heads are responsible for notifying these employees of these dates in advance where possible.

Where the employee's need to use earned sick leave is not foreseeable and the employee seeks to use such earned sick leave during any of the "certain dates" described in the preceding paragraph, or where the employee uses earned sick leave for three or more consecutive days, the County requires the employee to provide reasonable documentation that the leave is being taken for a permissible purpose.

In the final month (December) of the Employer's benefit year, the County shall permit the employee to carry-over any unused earned sick leave up to a maximum of 40 hours.

An employee shall not be entitled to a payout of unused earned sick leave upon separation from employment, and upon termination of employment, unused sick leave will not be paid.

It should be noted that an employer may not retaliate against an employee for exercising or attempting to exercise rights under the law.

More information about the NJ Earned Sick Leave Law can be found at: https://nj.gov/labor/wagehour/content/NJ_Earned_Sick_Leave.html.

Seasonal/Temporary/Substitute Employee:

Follows departmental procedures when providing notification of the intent to use sick leave, including 7-days advance written notice to the Department Head when need for sick leave is foreseeable.

Provides proof of illness or inability to work when requested by Department Head.

Department Head/designee:

Provides the seasonal/temporary/substitute employee with procedures to follow when providing notification of the intent to use sick leave, including but not limited to 7-days advance notice for foreseeable use of sick leave.

Provides in advance to the seasonal/temporary/substitute employee any certain dates which prohibit foreseeable and permissible sick leave due to verifiable high-volume periods or special event, during which permitting the use of foreseeable earned sick leave would unduly disrupt the operations of the Employer.

Requires the seasonal/temporary/substitute employees to provide reasonable documentation where the employee's need to use earned sick leave is not foreseeable and/or the employee seeks to use such earned sick leave during any of the "certain dates" described in the preceding paragraph, and/or where the employee uses earned sick leave for three or more consecutive days.

CHAPTER:	7 – CONDUCT AND PERFORMANCE	ADOPTED: 3/7/06
SECTION:	6 – DRUGS AND ALCOHOL	REVISED: 2/20/19

The County is strongly committed to a workplace free of alcohol and drugs for the safety of its employees and the citizens entrusted to their care. It is the policy of the County to institute the components of the Drug-Free Workplace Act of 1988. As required by federal regulations, this policy is provided to offer guidance to Department Heads/designees and employees in dealing with drug and alcohol abuse. This policy is intended to enhance productivity and safety, and to foster excellence by maintaining a safe and healthy environment for employees.

The County strongly urges employees to use the Employee Assistance Program (EAP) for help with alcohol or drug problems. EAP offers counsel, and if necessary, makes referrals to appropriate treatment resources (please refer to HR 5.10 for more details about the EAP). It is each employee's responsibility to seek assistance from EAP before the problem affects judgment, performance or behavior.

To further this commitment to providing a safe, drug-free and alcohol-free environment, the County has adopted the following policies:

- An employee and supervisor education and training program;
- A drug and alcohol testing program for employees and applicants for employment in, but not limited to, safety-sensitive positions;
- A program for evaluating employees who violate the drug and alcohol abuse policy;
- And administrative procedures for record keeping.

Employee Categories Subject to Testing:

Participation in this drug and alcohol testing program is a condition of employment for, but not limited to, each safety-sensitive employee or volunteer. Applicants for safety-sensitive positions are also subject to this drug and alcohol policy.

Anyone designated in Department of Transportation (DOT) regulations as a safety sensitive employee is subject to DOT drug and alcohol testing. All applicable employees working for the County or applying for a position are covered. This includes employees covered by 49 CFR Part 655, regulations commonly referred to as the Federal Transit Administration (FTA), and 49 CFR Part 382, regulations commonly referred to as the Federal Motor Carrier Safety Administration (FMCSA), when performing safety sensitive functions as defined by the respective regulations.

All employees who have a commercial driver's license (CDL) and/or perform safety-sensitive functions will be included in the drug and alcohol testing program. This includes, but is not limited to, and is subject to amendment at any time, the following departments: Public Works including Highway and Fleet Management, Parks and Recreation, Transportation Services, and Emergency Response.

Law Enforcement employees that work in the Sheriff's Office, the Prosecutor's Office, and the Department of Corrections are subject to the New Jersey Attorney General's Law Enforcement Drug Testing Policy.

Furthermore, any employee may be tested due to reasonable suspicion (see subsection entitled 'Reasonable Suspicion' for further details).

Prohibited Conduct:

Manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace is prohibited pursuant to the Drug-Free Workplace Act. It is County policy that any employee who manufactures, distributes, dispenses, processes, sells, attempts to sell, or arranges to sell a controlled substance to any other person while on duty or on County property shall be subject to discipline up to and including discharge. Pursuant to the County policy, any employee who reports for work, performs work, or is on County property with any detectable level of blood alcohol content or any detectable level of a controlled substance in his or her urine shall be subject to disciplinary action up to and including discharge. Employees who perform a safety-sensitive function are strictly prohibited from using or ingesting prohibited drugs in accordance with applicable DOT regulations.

This prohibition also covers all legal or prescription drugs which impair an employee's ability to perform his/her job safely or properly. Employees using prescription drugs that may affect job performance or safety must notify, along with acceptable medical documentation, Human Resources and/or their supervisor or Department Head who is required to maintain the confidentiality of any information regarding an employee's medical condition. A determination will then be made as to whether the employee should be able to perform his/her job safely and properly by Human Resources. Employees who fail to report the use of legal or prescription drugs which may affect performance or safety shall be subject to disciplinary action up to and including discharge.

The ingestion of alcohol for up to four hours before the performance of safety sensitive functions is prohibited regardless of the resulting alcohol concentration level by both FTA and FMCSA. In addition FTA specifically prohibits the consumption of alcohol for the specified on-call hours of each covered employee who is on-call. The procedure shall include: (1) The opportunity for the covered employee to acknowledge the use of alcohol at the time he or she is called to report to duty and the inability to perform his or her safety-sensitive function. (2) The requirement that the covered employee take an alcohol

test, if the covered employee has acknowledged the use of alcohol, but claims ability to perform his or her safety-sensitive function. FTA and FMCSA prohibit the ingestion of alcohol for up to eight hours following an accident by any employee involved in an accident unless the employee has already performed a post accident alcohol test if required.

As referred to in this policy, *alcohol* means any food, beverage, mixture, or preparation, including any medication, containing ethyl alcohol. *Controlled substance* means a stimulant, hallucinogen narcotic, cannabinoid, or derivation or combination thereof, or any other substance controlled by the law. The County intends this definition also to apply to any other substance that impairs one's ability to fully and safely perform his or her job. The U.S. Department of Transportation (DOT) regulations currently prohibit the performance of safety-sensitive functions when a prohibited level of any specified drug is detectable in the employee's urine. Testing of safety-sensitive employees for these drugs is therefore performed under the authority of and pursuant to DOT regulations.

Testing-General:

For DOT subject employees all testing will be performed in accordance with the provisions set forth in 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

The County will adhere to all required standards of confidentiality. Testing records and results will be released only to those authorized to receive such information.

Typically, administration of breath tests for alcohol will be performed concurrently with urine collections. However, the County reserves the right to administer breath tests separately from urine collections and to administer breath tests and/or urine collections on County premises.

Specimen validity testing will be conducted on all urine specimens provided for testing under DOT authority. Specimen validity testing is the evaluation of the specimen to determine if it is consistent with normal human urine. The purpose of validity testing is to determine whether certain adulterants or foreign substances were added to the urine, if the urine was diluted, or if the specimen was substituted.

For DOT drug and alcohol tests: Refusal to submit means any circumstance outlined in 49 CFR 40.191 and 49 CFR 40.261 as well as 49 CFR 382 and 49 CFR 655; including:

- Failure to provide a breath or urine sample
- Provide an insufficient volume without valid medical explanation
- Adulterate or substitute a specimen
- Failure to appear within a reasonable time
- Leave the scene of an accident without just cause prior to submitting to a test

- Leave the collection facility prior to test completion
- Failure to permit an observed or monitored collection when required. An observed or monitored collection includes following the observer's instructions to raise your clothing above the waist, lower clothing and underpants, and to turn around to permit the observer to determine if you have any type of prosthetic or other device that could be used to interfere with the collection process.
- Possess or wear a prosthetic or other device that could be used to interfere with the collection process.
- Failure to take a second test when required
- Failure to undergo a medical examination when required
- Failure to cooperate with any part of the testing process
- Failure to sign Step 2 of alcohol test form
- Once test is underway, failure to remain at site and provide a specimen
- Verification from the MRO that you provided an adulterated/substituted sample.

For pre-employment tests only, DOT regulations indicate that failure to appear, aborting the collection before the test commences, or failure to remain at the site prior to commencement does not constitute a refusal.

Testing for Controlled Substances:

Drug testing of safety-sensitive employees authorized by DOT regulations is limited to the following substances:

- Marijuana metabolites/THC
- Cocaine metabolites
- Amphetamines, Methamphetamines, MethyleneDioxyMethAmphetamine (MDMA), and Methylenedioxyamphetamine (MDA)
- Opiate metabolites (including codeine, heroin (6-AM), morphine)
- Phencyclidine (PCP)
- Semi-Synthetic Opioids (hydrocodone, oxycodone, hydromorphone, oxymorphone)

Testing for Alcohol:

FMCSA specifically prohibits any driver tested in accordance with the regulations and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 from performing or continue to perform safety-sensitive functions for an employer, including driving a commercial motor vehicle, nor shall an employer permit the driver to perform or continue to perform safety-sensitive functions, until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test. FMCSA regulation prohibits a driver with an alcohol concentration of 0.04 or

greater from performing any safety-sensitive functions until he/she has been evaluated by an SAP and has passed a return-to-duty test.

FTA specifically prohibits any covered employee tested in accordance with the regulations and who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 to perform or continue to perform safety-sensitive functions, until the employee's alcohol concentration measures less than 0.02; or the start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

Role of the Medical Review Officer (MRO):

All urinalysis drug results will be communicated by the laboratory to a specially trained physician serving as MRO. The MRO will report all drug test results to the Employer. If the test is positive, the MRO will contact the employee to discuss the test and determine if the positive result is valid. The MRO reports drug test results and medical information learned as part of the verification process to third parties without the employee's consent if determined, in the MRO's reasonable medical judgment, that: (1) The information is likely to result in the employee being determined to be medically unqualified under an applicable DOT agency regulation; (2) The information indicates that continued performance by the employee of his or her safety-sensitive function is likely to pose a significant safety risk; or (3) when the drug test results in disciplinary action against the employee which is subject to litigation.

The third parties to whom the MRO is authorized to provide information are the employer, a physician or other health care provider responsible for determining the medical qualifications of the employee under an applicable DOT agency safety regulation or as part of an employer-initiated fitness for duty examination, a SAP evaluating the employee as part of the return to duty process (see §40.293(g)), a DOT agency, or the National Transportation Safety Board in the course of an accident investigation.

Role of the Outside Contractor:

The County has engaged a contractor to perform specific services such as arranging collection sites, laboratory testing, chain of custody procedures, etc. The contractor will provide the MRO(s) and BAT(s) in accordance with applicable DOT regulations.

Types of Testing:

The County will perform the following types of drug and alcohol testing:

- Pre-Employment Testing;
- Reasonable Suspicion Testing;
- Post Accident Testing;

- Random Testing;
- Return to Duty Testing;
- Follow-Up Testing;

For those employees subjected to DOT regulations, alcohol and drug testing will be in accordance with and as specified in applicable regulations.

The County of Gloucester adopts, but is not limited to, the safety sensitive definitions as provided by the Federal Motor Carrier Safety Administration and the Federal Transit Agency.

Under FMCSA, safety sensitive function means all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions shall include but are not limited to:

- Driving a commercial motor vehicle which requires the driver to have a commercial driver's license (CDL)
- Inspecting, servicing, or repairing any commercial motor vehicle
- Waiting to be dispatched to operate a commercial motor vehicle
- Performing all other functions in or upon a commercial motor vehicle
- Loading or unloading a commercial motor vehicle, supervising or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments being loaded or unloaded
- Performing driver requirements associated with an accident
- Repairing, obtaining assistance, or remaining in attendance upon a disabled commercial motor vehicle

Under FTA an employee is a safety-sensitive employee if he/she performs any of the following but not limited to:

- Operation of a non-revenue vehicle requiring a CDL
- Contractor employees that stand in the shoes of Transit System employees also have to comply
- Covered employee means a person, including an applicant or transferee, who performs or will perform a safety-sensitive function.
- A volunteer is a covered employee if: The volunteer is required to hold a commercial driver's license to operate the vehicle; or the volunteer performs a safety-sensitive function for an entity subject to this part and receives remuneration in excess of his or her actual expenses incurred while engaged in the volunteer activity.

Furthermore, the County has designated other employees as “safety sensitive” and therefore, those employees are also subject to testing as set forth in the “Employee Categories Subject to Testing” section of this policy.

Pre-Employment Testing

All applicants for employment (Post-Offer, Pre-Employment) or employees being transferred into safety-sensitive positions will be informed of the testing requirements and will undergo pre-employment drug tests. The County will not hire an applicant or transfer an employee to a safety-sensitive position unless the applicant or employee passes the pre-employment drug test.

A positive pre-employment test for drugs shall be considered sufficient grounds to disqualify the applicant from employment with the County or to disqualify an incumbent employee’s application for transfer into a safety-sensitive position. In addition, an incumbent employee whose test result is positive will be subject to the same procedures as for a positive random test.

The County will not hire an applicant that has failed a drug test or who has refused to take the test. Furthermore, the County will not assign an employee who has failed or refused to take a drug test to a safety-sensitive position. If such an applicant later applies for County employment or if such an employee later applies for a safety-sensitive position, the County may, in its sole discretion, administer another drug test. If the employee or applicant passes the second pre-employment test, the County may, in its sole discretion, hire the applicant or assign the employee to work in a safety-sensitive position.

FMCSA Exception: The driver has participated in a controlled substances testing program that meets the requirements of part 382.301 within the previous 30 days; and while participating in that program, either was tested for controlled substances within the past 6 months (from the date of application), or participated in the random controlled substances testing program for the previous 12 months (from the date of application); and no prior employer of the driver, of whom the County has knowledge has records of a violation of this part or the controlled substances use rule of another DOT agency within the previous six months.

FTA requires that employees who have not performed a safety-sensitive function for 90 consecutive calendar days regardless of the reason, and have not been available to participate in the random selection pool during that time, must take a pre-employment drug test with a verified negative result prior to performance of safety sensitive duties.

The exceptions contained in the FMCSA for pre-employment testing are not applicable to individuals applying for non-FMCSA regulated positions.

Reasonable Suspicion Testing

Reasonable suspicion is established if two trained supervisors reasonably conclude based on their observation that an employee has used drugs or misused alcohol. The determination that reasonable suspicion exists shall be based on specific, contemporaneous, articulate observations concerning the appearance, behavior, speech, or body odors of the employees. The reasonable suspicion observations of the supervisor or County official must be documented on HR 7.6 Exhibit M titled Reasonable Suspicion Checklist.

An employee who undergoes reasonable suspicion testing will be removed from service pending the test results. If the test results are negative, the employee will be returned to work and paid for any time lost. If the result is positive, the employee will be subject to discipline, up to and including discharge, as determined by the County. If the employee is not discharged, the employee shall, at a minimum, be subject to the same requirements regarding assessment by an SAP, rehabilitation, and return to work drug and alcohol testing as applied to employees following a positive random drug or alcohol test (see below).

The employee will be transported to and from the testing site by a supervisor to reduce the potential danger to the employee and/or others.

- For employees who perform a *safety-sensitive* function, the County will require the employee to submit to a drug or alcohol test when the County has a reasonable suspicion that the employee is under the influence or has impaired judgment during working hours, while on County premises or while using County property. Employees may undergo reasonable suspicion testing for alcohol only while the employee is performing safety-sensitive functions; just before the employee is to perform safety-sensitive functions; or just after the employee has ceased performing such functions.

If an alcohol test is not administered within two hours following the determination of reasonable suspicion, written documentation will be prepared and maintained on file. This record will detail the reasons the alcohol test was not promptly administered. If an alcohol test is not administered within eight hours following the determination, there will be no more attempts to administer an alcohol test. Written documentation detailing the reasons for not administering the test is required. FMCSA regulations state that if no alcohol test is administered, 24 hours must elapse from the time of original determination before performance of safety sensitive functions.

- For an employee whose job responsibilities are *not* safety-sensitive and are not law enforcement, and whose job performance is affected and impairment is suspected, the first step the Department Head or designee should take is to have

the employee removed from the job. If this occurs during regular weekday hours, the Department Head/designee should contact Human Resources for further guidance.

If this occurs (impairment and job performance is affected) on an evening, night or weekend shift, the Department Head/designee should contact Ambassador Medical Services at (856) 810-0242 unless health and safety is a concern in which case the Department Head/designee should call 911. The Employee Assistance Program (EAP) is available to assist management in handling such situations, 24 hours a day, seven days a week (refer to HR 5.10 for the name and phone number of the County's EAP provider).

The Department Head/designee should document the occurrence including notes on employee's behavior, appearance, and speech as well as any other factors that lead to the suspicion of impairment (see HR 7.6 Exhibit M titled Reasonable Suspicion Checklist). The Department Head should contact Human Resources the next weekday day shift immediately following the occurrence for further direction.

Post-Accident Testing

Testing of drivers and those defined as performing safety sensitive functions, is mandatory as required by DOT regulations following an accident as defined in 49 CFR 382.303 and 49 CFR 655.44.

FMCSA requires post accident alcohol testing as soon as practicable. Tests performed after 2 hours are required to have documentation in the file detailing the reasons the test was delayed. After a delay of eight hours or more, no more attempts will be made and written documentation is required.

FMCSA requires post accident drug testing as soon as possible, but within 32 hours following the accident. After 32 hours, no testing will be made and the file will be provided with written documentation regarding the reason.

FMCSA requires drivers subject to post accident testing to remain available for such testing. Failure to do so may be construed as a refusal to submit to testing. This does not include leaving the scene to receive emergency medical care.

The results of a blood, urine, or breath test for the use of prohibited drugs or alcohol misuse, conducted by Federal, State, or local officials having independent authority for the test, shall be considered to meet the requirements provided that the test results are obtained by the employer. Such test results may be used only when the employer is unable to perform a post-accident test within the required period.

Employees and supervisors should follow the following steps in a post accident situation:

- Treat injuries first;
- Cooperate with local law enforcement officers;
- Explain to employees the need for testing;
- Conduct tests promptly; and
- Collect accident documentation promptly.

Random Testing

Random testing will be conducted for all employees performing a safety-sensitive function at a frequency established by law, the controlling collective bargaining agreement, or County HR policy. Random tests will be spread reasonably throughout the year. There will be no pattern to when random tests will be conducted. Random tests will be unannounced and all employees performing a safety-sensitive function will have an equal chance of being selected for testing from the random pool. Employees shall remain in the pool even after being selected and tested. An employee may therefore be selected for a random test more than once during the year. Employees will be selected anonymously using an identification number having no correlation to actual employee names. The employee must report immediately to the collection site after receiving notification of his/her selection from the random pool.

If the result of a random urinalysis test is positive, the employee will be immediately removed from his or her job. The same applies to a confirmed positive breath test where the employee's BAC is not a level that would warrant immediate discharge without recourse to rehabilitation. The employee may then apply for reinstatement, subject to the Return-to-Duty conditions (described below).

Return-to-Duty Testing

An employee with a verified positive drug test result, an alcohol test result of 0.04 or greater, a refusal to submit to a test or any other activity violating this policy or state or federal law (including DOT regulations) may not return to work until the employee is evaluated by a substance abuse professional and passes a return-to-duty test. The employee must successfully complete the return-to-duty requirements as determined by Part 40. To pass the return-to-duty test, the result must be a verified negative drug test or an alcohol test result of less than 0.02. The substance abuse professional will determine whether the employee needs to participate in a rehabilitation program and whether the employee has followed the recommendations for corrective action.

A return-to-duty test will be performed only after the substance abuse professional has determined that the employee has followed the corrective action recommendations and complied with the recommended treatment and education. The employee must then have a return-to-duty test and the test result must be negative prior to returning to duty.

This policy is not to be interpreted to mean that the return of an employee to duty after compliance with these provisions is mandatory and/or immediate and any return to duty is subject to any disciplinary action taken against an employee.

Follow-Up Testing

In accordance with DOT requirements, employees permitted to return to duty are subject to unannounced follow-up testing for at least 12 months and not more than 60 months. The County will determine the frequency and duration of the follow-up testing in consultation with the substance abuse professional. A minimum of 6 follow-up tests during the first 12 months after the employee has returned to duty will be performed. This follow-up testing is separate from and in addition to the regular random testing program. Accordingly, employees subject to follow-up testing will remain in the standard random pool and will be tested whenever their names come up for random testing, even if it means being tested twice in the same day, week, or month. All testing will meet the requirements detailed in 49 CFR 40, Subpart O, for employees subject to that regulation.

If an employee is subject to follow-up drug tests, the employee may be required to take one or more follow-up alcohol tests and pass with a result of less than 0.04. As previously noted, an employee with an alcohol concentration of 0.02 or greater but less than 0.04 is prohibited from performing or continuing to perform safety-sensitive functions, until the employee's alcohol concentration measures less than 0.02; or the start of the employee's next regularly scheduled duty period, but not less than eight hours following administration of the test.

If the employee is subject to alcohol tests, the employee may be required to take one or more follow-up drug tests with a verified negative result.

The County is responsible for ensuring that the employee is tested according to the SAP's follow-up plan. These tests can be for drugs or alcohol or both. Any positive test result for an employee who is subject to follow-up testing (including the positive result of a safety-sensitive job transfer, random, reasonable suspicion, post-accident, or other test) will be grounds for immediate discharge.

Retesting at the Employee's Request:

DOT regulations provide for a "split sample" procedure which requires a portion of each urine specimen to be retained in a separate, sealed container. The employee whose urine test is positive may request that the split sample be tested at a separate laboratory meeting the required Federal certification. Federal regulations require the request to be made within seventy-two (72) hours.

All costs associated with the re-testing or split sample testing must be prepaid by the employee, including shipping and handling, transportation, testing and reporting to the MRO. If the result of the retest or split sample is negative, these costs will be reimbursed to the employee.

Notification of Convictions:

Pursuant to the requirements of the Drug-Free Workplace Act of 1988 employees must promptly notify the County of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

Consequences for Engaging in Drug and Alcohol Related Conduct:

An employee who tests positive for drugs, refuses to submit to a test, or violates any provisions of this policy must immediately be removed from performing a safety-sensitive position. An employee who tests positive for drugs or refuses to submit to a drug test may not perform a safety-sensitive function until the employee has been evaluated by the substance abuse professional, completed all recommended treatment, and been subject to return-to-duty drug test with a verified negative result, as mandated by 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. The County retains the right to terminate an employee who tests positive for drugs or refuses to submit to a drug test.

An employee who has an alcohol concentration of 0.02 or greater but less than 0.04 may not perform a safety-sensitive function until the employee's alcohol concentration measures less than 0.02.

An employee who has an alcohol concentration of 0.04 or greater may not perform a safety-sensitive function until the employee has been seen by a substance abuse professional, completed all recommended treatment, and passed the return-to-duty test with an alcohol concentration of less than 0.02. The County retains the right to terminate an employee who tests positive for alcohol or refuses to submit to an alcohol test.

The County will review the results of a retest in consultation with laboratory staff and the MRO. If the results of the test are negative, the County reserves the right to require the employee to provide a new urine sample for testing. If the County declines to require a new test, or if the results of this new test are negative, the employee will be reinstated with no loss of seniority and paid back for wages lost.

For DOT subject employees:

- Reports of dilute specimens; dilute positives will be treated as verified positives.
- For dilute negatives, all employees will be required to immediately take another test. Should this second test result in a negative dilute result, the test will be

considered a negative and no additional testing will be required unless directed to do so by the MRO.

- Drug tests that are reported as invalid require that the employee immediately provide a new specimen under direct observation.
- Cancelled drug tests results require the immediate provision of another specimen.

Contact Person:

Federal regulations require that a single contact person be identified to answer questions about this policy. For the purposes of this policy, the contact person will be:

Joann Schneider
County of Gloucester, P.O. Box 337, Woodbury, NJ 08096
856-853-3264

Copies of relevant regulations are also available at this address.

Effects of Alcohol and Drug Addiction:

The Human Resource Manual will provide information concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or a controlled substances problem is suspected, including confrontation, referral to any employee assistance program and or referral to management. Please refer to HR 5.10 titled Employee Assistance Program as well as HR 7.6 Exhibit V titled Commonly Abused Drugs (Source: National Institute on Drug Abuse; National Institutes of Health; U.S. Department of Health and Human Services).

Education and Training:

For, but not limited to, employees performing a safety-sensitive function, the County will provide educational materials explaining the requirements of the Federal Drug and Alcohol Testing Regulations and its policies and procedures. Employees performing a safety-sensitive function will also be provided with training on the effects and indicators of alcohol and drug use in accordance with federal regulations. Employees will be required to sign a form indicating that they have received a copy of the policies and procedures; the form will be filed in employee personnel files.

Shared Responsibility:

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play.

Certificate of Receipt:

Subject employees will be required to sign a statement certifying that he or she has received a copy of these materials described in this section. The County shall maintain the original of the signed certificate.

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**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
DEER CARCASS REMOVAL SERVICE, INC.**

THIS CONTRACT is made effective the 4th day of **February, 2019**, 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 **DEER CARCASS REMOVAL SERVICE, INC.**, with an address of 140 Meirs Road (P.O. Box 328), Cream Ridge, NJ 08514, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the removal of deer carcasses from Countywide roadsides, as per bid **PD-019-010**; 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 February 4, 2019 to February 3, 2021, with the County reserving an option to extend this Contract for one (1) two-year period, or two (2) one-year periods.

2. **COMPENSATION**. Contract shall be for estimated units of service, as set forth in the specifications PD-019-010, at the rate of \$55.00 per carcass, in an amount not to exceed \$31,000.00 per contract year as set forth in Contractor's bid response.

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 for the removal of deer carcasses from Countywide roadsides, as set forth in the Specifications PD-019-010 and Contractor's bid response, 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.** This contract shall consist of this document, the Specifications PD-019-010 and Contractor's bid response. 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 bid response, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the 4th day of **February, 2019.**

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:

DEER CARCASS REMOVAL SERVICE, LLC

**By:
Title:**

**RESOLUTION APPOINTING A FIRE MARSHAL
FOR THE COUNTY OF GLOUCESTER**

WHEREAS, the Board of Chosen Freeholders, by resolution, may designate and appoint qualified individuals to serve in the capacity of Fire Marshal, and Deputy and Assistant Fire Marshals for the County of Gloucester, pursuant to the provisions of N.J.S.A. 40A:14-1.

NOW, THEREFORE, BE IT RESOLVED that due to the retirement of the current County Fire Marshal, the Board of Chosen Freeholders of the County of Gloucester hereby appoints **SHAWN LAYTON** to a three-year term commencing immediately and expiring January 14, 2021; and

BE IT FURTHER RESOLVED that said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION APPOINTING A MEMBER TO THE
NEW JERSEY PINELANDS COMMISSION**

WHEREAS, there exists a position for the Gloucester County representative on the New Jersey Pinelands Commission; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester wish to appoint **DANIEL CHRISTY** as said Gloucester County representative to serve as a Commission member for a three-year term.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that **DANIEL CHRISTY**, is hereby appointed as the Gloucester County representative to serve as a member of the New Jersey Pinelands Commission for a three (3) year term commencing January 29, 2019 and expiring January 28, 2022.

BE IT FURTHER RESOLVED that said appointment is subject to and contingent upon strict compliance by the appointee to all applicable State and County financial/ethical disclosure laws, rules, regulations and requirements.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF
THE WORKERS' COMPENSATION CLAIM OF PETITIONER,
WILLIAM BREWER, CLAIM PETITION #2010-6744**

WHEREAS, the Petitioner, William Brewer filed a claim against the County of Gloucester with the State of New Jersey, Department of Labor, Division of Workers' Compensation; and

WHEREAS, the parties through Legal Counsel have reached a proposed resolution of the matter, said proposal subject to submission to the Court for reasonableness.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that disposition and/or settlement of the claim filed by the herein mentioned Petitioner is hereby authorized as follows:

<u>Claimant</u>	<u>C.P. No(s).</u>	<u>Award Amt.</u>	<u>Event</u>
William Brewer	2010-6744	\$54,030.37 + \$ 7,816.08 fees & costs \$61,846.45	Slip&Fall

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 and/or settlement as set forth hereinabove.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester held on Wednesday, February 20, 2019 in Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING A CONTRACT TO PURCHASE WITH AP PLUMBING & HEATING SUPPLY, LLC FROM MARCH 4, 2019 TO MARCH 3, 2021 IN AN AMOUNT NOT TO EXCEED \$80,000.00 PER YEAR

WHEREAS, the County of Gloucester advertised for bids for the supply and delivery of various plumbing parts and supplies as per PD-019-009, which were received and opened in public on February 6, 2019; and

WHEREAS, after following proper bidding procedure it was determined that AP Plumbing & Heating Supply, LLC with an address of 360 W. Buck Street, Paulsboro, NJ 08066 was the lowest responsive and responsible bidder in an amount not to exceed \$80,000.00 per year from March 4, 2019 to March 3, 2021 per year; and

WHEREAS, the contract shall be for estimated units of service and/or purchases on an as-needed basis, and is therefore open-ended, which does not obligate the County to make any minimum purchase, so that no Certificate of Availability of Funds is required at this time.

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, a contract to purchase with AP Plumbing & Heating, LLC for the supply and delivery of plumbing parts as per their bid response to PD-019-009, in an amount not to exceed \$80,000.00 per year from March 4, 2019 to March 3, 2021, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods; 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 County Treasurer 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, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

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PURCHASE CONTRACT

**BETWEEN
COUNTY OF GLOUCESTER
AND
AP PLUMBING & HEATING SUPPLY, LLC**

THIS PURCHASE CONTRACT is made effective the 20th day of February, 2019 by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as “**County**”, and **AP PLUMBING & HEATING SUPPLY, LLC**, of 360 W. Buck Street, Paulsboro, NJ 08066, hereinafter referred to as “**Vendor**”.

RECITALS

WHEREAS, the County has a need for the supply and delivery of plumbing parts and supplies, as per the specifications set forth in **PD-019-009**; and

WHEREAS, bid responses were publicly received and opened by the County on February 6, 2019 with Vendor being the successful bidder, and representing that it is ready, willing and able to provide the item(s) set forth in the County specifications; and

WHEREAS, this Purchase Contract, hereinafter referred to as “Contract”, is awarded pursuant to and consistent with Gloucester County’s fair and open procurement process and all statutory terms and provisions required for public contracting; and

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 from March 4, 2019 to March 3, 2021, with the County having the option to extend the Contract for one (1) two-year period, or two (2) one-year periods.
2. **COMPENSATION.** Vendor shall be compensated a total contract amount not to exceed \$80,000.00 per year pursuant to and subject to all terms and provisions of the specifications identified as PD-019-009.

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 VENDOR.** The specific product and any delivery details to be provided by

the Vendor are set forth in specifications identified as **PD-019-009**, which are incorporated 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.

4. **FURTHER OBLIGATIONS.** During the performance of this Contract, the Vendor agrees that it:

- A. 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. 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, 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. 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.
- B. will state in all solicitations or advertisements, where applicable, for employees placed by or on behalf of the Vendor, 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.
- C. will send a notice to each labor union with which it has a collective bargaining agreement 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.
- D. Will 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.
- E. will 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 supply the item(s) 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 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 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, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor 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 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 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 any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, 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, 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. **SET-OFF.** Should Vendor either refuse or neglect to perform as required in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. 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 Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that if an installation of equipment is required, 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 Vendor, 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. **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. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor 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 and 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 document, the specifications identified as PD-019-009, and bidder's bid response 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 PURCHASE CONTRACT is made effective this **20th** day of **February, 2019**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, 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:

AP PLUMBING & HEATING SUPPLY, LLC

**By:
Title:**

LASCO						No Bid
STADLER VIEGA			40%			No Bid
GENERIC			40%			No Bid
FIXTURES						
TOTO			40%			No Bid
ACORN			40%			No Bid
AMERICAN STANDARD			40%			No Bid
BRADLEY			40%			No Bid
ELKAY			40%			No Bid
GERBER			40%			No Bid
MANSFIELD			40%			No Bid
KOHLER			40%			No Bid
GENERIC			40%			No Bid
FLUSHOMETERS						
TOTO			40%			No Bid
SLOAN			40%			40%
ZURN			40%			43%
GENERIC			40%			No Bid
FLUXES AND SOLDER						
J.W. HARRIS CO.			40%			No Bid
WILLIAM H. HARVEY CO			40%			No Bid
HERCULES			40%			No Bid
LA-CO			40%			No Bid
OATEY			40%			No Bid
GENERIC			40%			No Bid
GASKETS AND PACKING						
HERCULES			40%			No Bid
GENERIC			40%			No Bid
HAND CLEANER						
FEDERAL PROCESS			40%			No Bid
OATEY			40%			No Bid
HERCULES			40%			No Bid
GENERIC			40%			No Bid
HOSE AND HYDRANTS						

PUTTY AND EPOXIES				
WILLIAM H HARVEY		40%	No Bid	
HERCULES		40%	No Bid	
OATEY		40%	No Bid	
GENERIC		40%	No Bid	
TOILET SEATS				
TOTO		40%	No Bid	
BEMIS		40%	No Bid	
CHURCH		40%	No Bid	
GENERIC		40%	No Bid	
VALVES (BALL,GATE,STOP & WAST)				
BOSTON METAL		40%	No Bid	
BRASS CRAFT		40%	No Bid	
CRANE		40%	No Bid	
LEGEND		40%	No Bid	
IMANSFIELD		40%	No Bid	
WEBSTONE		40%	No Bid	
GENERIC		40%	No Bid	
VALVE (GAS)				
LEGEND		40%	No Bid	
NIBCO		40%	No Bid	
WEBSTONE		40%	No Bid	
GENERIC		40%	No Bid	
VALVE (SHOWER)				
LEONARD		40%	No Bid	
POWERS		40%	35%	
SPEAKMAN		40%	No Bid	
SYMMONS		40%	No Bid	
GENERIC		40%	No Bid	
VALVE (RELIEF)				
WATTS		40%	No Bid	
GENERIC		40%	No Bid	
VALVE (WATER SUPPLY SHUT-OFF)				

BRASS CRAFT GENERIC	40% 40%	No Bid No Bid
WATER HEATERS		
BRADFORD WHITE RHEEM RINNAI STATE GENERIC	40% 40% 40% 40%	No Bid No Bid No Bid No Bid
PIPE INSULATION 1/2" TO 4" ACETYLENE B-BOTTLE MC-BOTTLE	40% 40% 40%	No Bid No Bid No Bid
Variations: (if any)	NONE	20% off Best Plumbing catalog
Will you extend your prices to local government entities within the County	YES	YES
Bid specifications sent to:	Jitu Basena Prime Vendor Onvia Delttek	Bidnet Dmullis Insurance Lightsource
The contract shall be for a two (2) year period with an option to extend for one (1) two year period or two (2) one year periods.		
Based upon the bids received, I recommend AP Plumbing & Heating Supply LLC. be awarded a contract, as the lowest responsive, responsible bidder.		
		Sincerely,
		Kimberly Larter, QPA

**RESOLUTION AUTHORIZING A CONTRACT WITH PATRIOT ROOFING, INC.
FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2021 IN AN AMOUNT NOT TO
EXCEED \$400,000.00 PER YEAR.**

WHEREAS, the County of Gloucester advertised for bids for labor and materials regarding roofing maintenance and repair of County owned buildings as per PD-019-011, which were received and opened in public on February 6, 2019; and

WHEREAS, after following proper bidding procedure it was determined that Patriot Roofing, Inc. of 2083 Jacksonville-Jobstown Road, Jobstown, NJ 08041 was the lowest responsive and responsible bidder in an amount not to exceed \$400,000.00 per year, from February 20, 2019 to February 19, 2021; and

WHEREAS, the contract shall be for estimated units of service and/or purchases on an as-needed basis, and is therefore open-ended, which does not obligate the County to make any minimum purchase, so that no Certificate of Availability of Funds is required at this time.

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, a contract with Patriot Roofing, Inc. for labor and roofing materials as per PD-019-011, in an amount not to exceed \$400,000.00 per year from February 20, 2019 to February 19, 2021, with the County having the option to extend the contract for one (1) two-year period or two (2) one-year periods; 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 County Treasurer 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, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**CONTRACT BETWEEN
THE COUNTY OF GLOUCESTER
AND
PATRIOT ROOFING, INC.**

THIS CONTRACT is made effective the 20th day of February, 2019 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 S. Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as "**County**", and **PATRIOT ROOFING, INC.**, with offices at 2083 Jacksonville-Jobstown Road, Jobstown, NJ 08041, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for roofing maintenance and repair services for various County-owned buildings, as set forth in **PD 19-011**; and

WHEREAS, Contractor represents that it is qualified to perform such 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, County and Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **CONTRACT TERM.** Contract shall be for the two year period from February 20, 2019 to February 19, 2021, and may be extended for one (1) two year term, or two (2) one year terms at the sole discretion of the County.

2. **COMPENSATION.** Contractor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 19-011, in an amount not to exceed \$400,000.00 per year.

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

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 Contractor will supply all labor services for the maintenance and repair of various County-owned buildings per the specifications identified as PD 19-011, which is incorporated by reference 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 of the bid documents. Should there occur a conflict between this form of Contract and the bid documents, the bid documents shall prevail.

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 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 Bid Specifications identified as PD 19-011, 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, 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.** Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and 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 Contract 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. 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. ALTERNATIVE DISPUTE RESOLUTION AND 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 Gloucester 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 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 for any dispute for which mediation is available, 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. [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 (2) 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. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

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 authorized 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.** This Contract consists of this Contract document and the specifications identified as PD-19-011, and the bidder's bid package, all of which are referred to and incorporated herein. 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 dated this 20th day of February, 2019.

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 Vendor 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

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

PATRIOT ROOFING, INC.

BY: _____
DANIEL REILLY, V.P.

<p>PD 019-011 Bid Opening 03/06/2019 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR ROOFING MAINTENANCE AND REPAIR OF COUNTY OWNED BUILDINGS</p>	<p>VENDOR: Patriot Roofing, Inc. 2083 Jacksonville-Jobstown Rd Jobstown, NJ 08041 Daniel Reilly, V.P. 609-723-6688 609-723-6867</p>	
<p>ITEM DESCRIPTION</p>		
<p>1. HOURLY RATE:</p>	<p>\$115.00</p>	
<p>VARIATIONS</p>	<p>None</p>	
<p>This is a 2 year contract with one (1) two (2) year extension or two (2) one (1) year extensions.</p>		
<p>Will you extend your prices to local government entities within the County</p>	<p>No</p>	
<p>Bid specifications sent to:</p>	<p>ConstructConnect Village of Rantoul Detwiler Roofing Construction Journal Onvia Bidnet The Blue Book Building</p>	<p>USA General Contractors Corp. Construction Information Systems FASCO Construction Tech Zone Visual Dodge Data & Analytics Deftek</p>
<p>Based upon the bids received, I recommend Patriot Roofing, Inc., be awarded the contract as the lowest, responsive, responsible bidder.</p>		<p>Sincerely, Kimberly Larter, QPA</p>

RESOLUTION AUTHORIZING MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2020

WHEREAS, the County is eligible for CDBG Entitlement Funds to be used in conjunction with community development programs as specifically set forth in the FY2018 Year 4 Action Plan as submitted to the U.S. Department of Housing and Urban Development, and, as the applicant is responsible for administering the program; and

WHEREAS, the County has provided the required assurances and certifications to HUD and may delegate authority for the implementation of certain activities to the municipalities located within the County pursuant to the application; and

WHEREAS, the municipalities below have proposed the following public facilities projects be carried out with the use of CDBG funds from February 20, 2019 to February 19, 2020:

- **Borough of Clayton** for Storm Water Collection Improvements on Costill Avenue within eligible CT 5015.00 BG1, in the amount of \$39,112.00, which amount shall be charged against line item G-02-18-155-000-21201. C.A.F. 19-01195 has been obtained to certify funds.
- **Township of Deptford** for safety and road improvements to areas within eligible CT 5011.01 BG3 at Kelly Drive (Phase II) from Knollwood to Lakebridge Drive including curbs and crosswalks in the amount of \$50,000.00, which amount shall be charged against line item G-02-18-155-000-21202. C.A.F. 19-01196 has been obtained to certify funds.
- **Township of East Greenwich** for the removal of architectural barriers in 2 areas of Hidden Acres Recreation Complex (Phase II) through the installation of 10 ADA compliant parking spaces in addition to 1600 linear feet of trail improvements 6ft wide to meet Little League Challenger Division requirements in the amount of \$50,000.00, which amount shall be charged against line item G-02-18-155-000-21203. C.A.F. 19-01197 has been obtained to certify funds.
- **Borough of Glassboro** for safety and road improvements to areas within eligible CT 5014.02 BG3 at Oakwood Ave from Ellis to Whitney in the amount of \$49,984.00, which amount shall be charged against line item G-02-18-155-000-21206. C.A.F. 19-01198 has been obtained to certify funds.
- **Township of Mantua** for installation of a new roof and other improvements at the Township Senior Center in the amount of \$50,000.00, which amount shall be charged against line item G-02-18-155-000-21210. C.A.F. 19-01199 has been obtained to certify funds.
- **Township of Monroe** for pedestrian safety and ADA improvements within CT 5016.06 BG2 at Main Street with ADA compliant curbs from Clayton Sicklerville Rd to South Black Horse Pike in the amount of \$50,000.00, which amount shall be charged against line item G-02-18-155-000-21211. C.A.F. 19-01200 has been obtained to certify funds.
- **Borough of Pitman** for pedestrian safety improvements within CT 5013.02 BG1 though the reconstruction of sidewalks with brick pavers along Broadway from Pitman Avenue to Laurel Avenue (Phase II) in the amount of \$50,000.00, which amount shall be charged against line item G-02-18-155-000-21215. C.A.F. 19-01201 has been obtained to certify funds.
- **Township of Washington** for safety and road improvements to areas within eligible CT 5012.06 BG3 at Congress Drive and the associated courts in the amount of \$130,056.00, which amount shall be charged against line item G-02-18-155-000-21218. C.A.F. 19-01202 has been obtained to certify funds.
- **Township of West Deptford** for drainage and road improvements at CT 5002.03 BG 3 at First Avenue from State Route 45 to Manhattan Avenue in the amount of \$50,000.00, which amount shall be charged against line item G-02-18-155-000-21220. C.A.F. 19-01203 has been obtained to certify funds.
- **Borough of Westville** for the removal of architectural barriers through the reconstruction of bathroom facilities at the Athletic Field within CT 5011 BG4 at 216 Chestnut Street in the amount of \$50,000.00, which amount shall be charged against line item G-02-18-155-000-21221. C.A.F. 19-01204 has been obtained to certify funds.

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 is hereby authorized to attest to the agreements with the aforementioned municipalities to administer CDBG funds for a period of one year, from February 20, 2019 to February 19, 2020 in the aforementioned amounts.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

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. 19-01196

ORDER DATE: 02/08/19
REQUISITION NO: R9-15782
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

**S
H
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O**

GLOUC. CO PLANNING DEPARTMENT
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6650 (C. Velazquez)

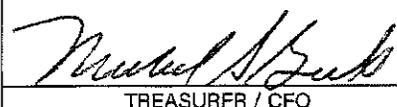
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TOWNSHIP OF DEPTFORD
1011 COOPER STREET
Attn: Dina Zawadski
DEPTFORD, NJ 08096

VENDOR #. TOWNS026

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PY18 Public Facilities Proj. MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2020. Township of Deptford for safety and road improvements to areas within eligible CT 5011.01 BG3 at Kelly Drive (Phase II) from Knollwood to Lakebridge Drive including curbs and crosswalks. IDIS #2994	G-02-18-155-000-21202 Deptford	50,000.0000	50,000.00
			TOTAL	50,000.00

CLAIMANT'S CERTIFICATE & 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 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 _____	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 _____	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  TREASURER / CFO QUALIFIED PURCHASING AGENT

VOUCHER COPY, SIGN AT X AND RETURN FOR PAYMENT

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. 19-01197

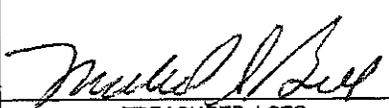
Pg 1 **SHIP TO**
GLOUC. CO PLANNING DEPARTMENT
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6650 (c. velazquez)

ORDER DATE: 02/08/19
REQUISITION NO: R9-15783
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

VENDOR
EAST GREENWICH TWP.
159 DEMOCRAT ROAD
MICKLETON, NJ 08056
VENDOR #. EASTG020

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PY18 Public Facilities Proj. MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2020. Township of East Greenwich for the removal of architectural barriers in 2 areas of Hidden Acres Recreation Complex (Phase II) through the installation of 10 ADA compliant parking spaces in addition to 1600 linear feet of trail improvements 6ft wide to meet Little League Challenger Division requirements. IDIS #2995	G-02-18-155-000-21203 East Greenwich	50,000.0000	50,000.00
			TOTAL	50,000.00

CLAIMANT'S CERTIFICATE & 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 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	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
VENDOR SIGN HERE DATE		 TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. DATE	DEPARTMENT HEAD DATE	QUALIFIED PURCHASING AGENT

VOUCHER COPY SIGN AT Y AND RETURN FOR PAYMENT

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. 19-01198

ORDER DATE: 02/08/19
REQUISITION NO: R9-15784
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

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GLOUC. CO PLANNING DEPARTMENT
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6650 (C. Velazquez)

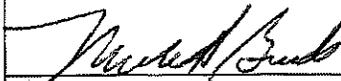
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GLASSBORO, BOROUGH
1 SOUTH MAIN STREET
ATTN: TREASURER
GLASSBORO, NJ 08028

VENDOR #: GLASS110

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PY18 Public Facilities Proj. MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2020. Borough of Glassboro for safety and road improvements to areas within eligible CT 5014.02 B63 at Oakwood Ave from Ellis to Whitney. IDIS #2996	G-02-18-155-000-21206 Glassboro	49,984.0000	49,984.00
			TOTAL	49,984.00

CLAIMANT'S CERTIFICATE & 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 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	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  TREASURER / CFO
VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	QUALIFIED PURCHASING AGENT _____

VOUCHER COPY SIGN AT Y AND RETURN FOR PAYMENT

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. 19-01199

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SHIP TO
GLOUC. CO PLANNING DEPARTMENT
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6650 (C. Velazquez)

VENDOR
MANTUA TOWNSHIP
401 MAIN STREET
MANTUA, NJ 08051
VENDOR #. MANTU010

ORDER DATE: 02/08/19
REQUISITION NO: R9-15785
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PY18 Public Facilities Proj. MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2020. Township of Mantua for installation of a new roof and other improvements at the Township Senior Center. IDIS #2997	G-02-18-155-000-21210 Mantua	50,000.0000	50,000.00
			TOTAL	50,000.00

CLAIMANT'S CERTIFICATE & 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 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>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>[Signature]</i> TREASURER / CFO</p> <p>QUALIFIED PURCHASING AGENT</p>

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

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. 19-01200

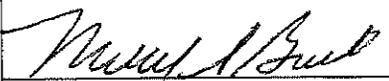
Pg **S H I P T O**
GLOUC. CO PLANNING DEPARTMENT
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6650 (c. velazquez)

ORDER DATE: 02/08/19
REQUISITION NO: R9-15786
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

V E N D O R
MONROE TOWNSHIP
125 VIRGINIA AVENUE
WILLIAMSTOWN, NJ 08094
VENDOR #. MONRO040

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PY18 Public Facilities Proj. MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2020. Township of Monroe for pedestrian safety and ADA improvements within CT 5016.06 BG2 at Main Street with ADA compliant curbs from Clayton Sicklerville Rd to South Black Horse Pike. IDIS #2998	G-02-18-155-000-21211 Monroe Township	50,000.0000	50,000.00
			TOTAL	50,000.00

CLAIMANT'S CERTIFICATE & 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 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	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	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  TREASURER / CFO QUALIFIED PURCHASING AGENT

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY SIGN AT Y AND RETURN FOR PAYMENT

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. 19-01201

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GLOUC. CO PLANNING DEPARTMENT
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6650 (C. Velazquez)

VENDOR # - PITMANBO

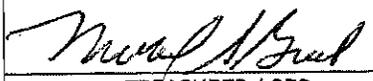
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PITMAN, BORO OF
110 SOUTH BROADWAY
PITMAN, NJ 08071

ORDER DATE: 02/08/19
REQUISITION NO: R9-15789
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PY18 Public Facilities Proj. MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2020. Borough of Pitman for pedestrian safety improvements within CT 5013.02 BG1 though the reconstruction of sidewalks with brick pavers along Broadway from Pitman Avenue to Laurel Avenue (Phase II). IDIS # 2999	G-02-18-155-000-21215 Pitman	50,000.0000	50,000.00
			TOTAL	50,000.00

CLAIMANT'S CERTIFICATE & 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 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	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 _____	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  TREASURER / CFO QUALIFIED PURCHASING AGENT

VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT

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. 19-01202

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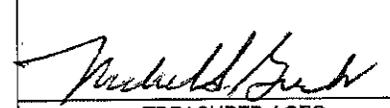
SHIP TO
GLOUC. CO PLANNING DEPARTMENT
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6650 (C. Velazquez)

VENDOR
WASHINGTON TOWNSHIP
ATTN: COLETTE BACHICH
PO BOX 1106
TURNERSVILLE, NJ 08012
VENDOR #. WASHI030

ORDER DATE: 02/08/19
REQUISITION NO: R9-15791
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PY18 Public Facilities Proj. MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2020. Township of Washington for safety and road improvements to areas within eligible CT 5012.06 B63 at Congress Drive and the associated courts. IDIS #2983	G-02-18-155-000-21218 Washington Township	130,056.0000	130,056.00
			TOTAL	130,056.00

CLAIMANT'S CERTIFICATE & 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 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	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 _____	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  TREASURER / CFO QUALIFIED PURCHASING AGENT

VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT

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. 19-01203

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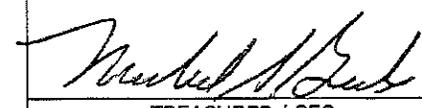
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GLOUC. CO PLANNING DEPARTMENT
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6650 (C. Velazquez)

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WEST DEPTFORD TOWNSHIP
400 CROWN POINT RD.
WEST DEPTFORD, NJ 08086-0089
VENDOR #. WESTD050

ORDER DATE: 02/08/19
REQUISITION NO: R9-15794
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PY18 Public Facilities Proj. MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2020. Township of West Deptford for drainage and road improvements at CT 5002.03 BG 3 at First Avenue from State Route 45 to Manhattan Avenue. IDIS #3000	G-02-18-155-000-21220 West Deptford	50,000.0000	50,000.00
			TOTAL	50,000.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
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VENDOR SIGN HERE _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	QUALIFIED PURCHASING AGENT _____
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____		

VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT

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. 19-01204

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GLOUC. CO PLANNING DEPARTMENT
1200 N. DELSEA DR.
CLAYTON, NJ 08312
856-307-6650 (C. Velazquez)

VENDOR #: BOROWEST

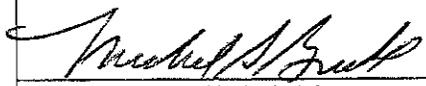
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WESTVILLE, BORO OF
165 Broadway
WESTVILLE, NJ 08093

ORDER DATE: 02/08/19
REQUISITION NO: R9-15795
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PY18 Public Facilities Proj. MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM FEBRUARY 20, 2019 TO FEBRUARY 19, 2020. Borough of Westville for the removal of architectural barriers through the reconstruction of bathroom facilities at the Athletic Field within CT 5011 BG4 at 216 Chestnut Street. IDIS #3001	G-02-18-155-000-21221 Westville	50,000.0000	50,000.00
			TOTAL	50,000.00

CLAIMANT'S CERTIFICATE & 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 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	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 _____	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  TREASURER / CFO QUALIFIED PURCHASING AGENT

VOUCHER COPY SIGN AT X AND RETURN FOR PAYMENT

HUD GRANT NO: B-18-UC-34-0109
AMOUNT: \$39,112.00
GC AGREEMENT NO: CD-18-MP1

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF CLAYTON**

THIS AGREEMENT, made and entered into on the 20th day of February, 2019 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 Borough of Clayton, 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 FY 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 PY2018 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 not later than **February 19, 2020**.

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 and as may be amended, 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 **February 19, 2020**.
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 including 2 CFR part 200 requirements. 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:

BOROUGH OF CLAYTON

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 feed 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)

Borough of Clayton
CT 5015.00 BG1 at points along Costill Ave
Clayton, NJ 08312

GLOUCESTER COUNTY, NEW JERSEY

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

Signature

Typed Name

Date

ATTEST:

Signature of Person Attesting Signature

Typed Name – Person Attesting Signature

Title – Person Attesting Signature

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: **Borough of Clayton**

Activity Name: Storm Water Collection Improvements on Costill Avenue

Activity Number: **CD-18-MPI**

ACTIVITY DESCRIPTION

- The total **PY 2018 CDBG** budget for this activity shall not exceed: **\$39,112**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 19, 2020**. The Agreement is for storm water collection improvements to areas within eligible CT 5015.00 BG1 along Costill Avenue. This activity is funded as a low mod area category benefiting low-moderate income persons.

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.

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

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: _____)
- 51% Low / Mod
- Prevention or elimination of slums or blight
- Urgent Need

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 identified |
| <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 | <input type="checkbox"/> Source & amount of all household income |
| <input type="checkbox"/> Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| <input type="checkbox"/> Follow-up services | <input type="checkbox"/> Job placement information |
| | <input type="checkbox"/> |
| | <input type="checkbox"/> |

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? | | |

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 |
| 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 |
| 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-18-UC-34-0109
AMOUNT: \$50,000
GC AGREEMENT NO: CD-18-MP2

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF DEPTFORD**

THIS AGREEMENT, made and entered into on the 20th day of **February, 2019** 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 **Township of Deptford**, 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 **FY 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 **PY2018** 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 not later than **February 19, 2020**.

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 and as may be amended, 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 **February 19, 2020**.
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 including 2 CFR part 200 requirements. 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:

TOWNSHIP OF DEPTFORD

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)

Township of Deptford
 CT 5011.01 BG3 at Kelly Drive from Knollwood to Lakebridge Dr.
 Deptford, NJ 08096

GLOUCESTER COUNTY, NEW JERSEY

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

Signature

Typed Name

 Date

ATTEST:

Signature of Person Attesting Signature

Typed Name – Person Attesting Signature

Title – Person Attesting Signature

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: **Township of Deptford**

Activity Name: Road Reconstruction & ADA Improvements at Kelly Drive (Phase II) from Knollwood to Lakebridge Dr

Activity Number: **CD-18-MP2**

ACTIVITY DESCRIPTION

- The total **PY 2018 CDBG** budget for this activity shall not exceed: **\$50,000**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 19, 2020**. The Agreement is for safety and road improvements to areas within eligible CT 5011.01 BG3 at Kelly Drive (Phase II) from Knollwood. to Lakebridge Dr. This activity is funded as a low mod area category benefiting low-moderate income clientele.

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.

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

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: _____)
- 51% Low / Mod
- Prevention or elimination of slums or blight
- Urgent Need

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 identified |
| <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 | <input type="checkbox"/> Source & amount of all household income |
| <input type="checkbox"/> Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| <input type="checkbox"/> Follow-up services | <input type="checkbox"/> Job placement information |
| | <input type="checkbox"/> |

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? | | |

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-18-UC-34-0109
AMOUNT: **\$50,000**
GC AGREEMENT NO: CD-18-MP3

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF EAST GREENWICH**

THIS AGREEMENT, made and entered into on the 20th day of **February, 2019** 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 **Township of East Greenwich**, 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 **FY 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 **PY2018** 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 not later than **February 19, 2020**.

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 and as may be amended, 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 **February 19, 2020**.
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 including 2 CFR part 200 requirements. 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:

TOWNSHIP OF EAST GREENWICH

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 feed 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 an 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)

Township of East Greenwich
 Hidden Acres Recreation Complex
 Clarksboro, NJ

GLOUCESTER COUNTY, NEW JERSEY

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

Signature

Typed Name

 Date

ATTEST:

Signature of Person Attesting Signature

Typed Name -- Person Attesting Signature

Title -- Person Attesting Signature

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: Township of East Greenwich

Activity Name: the removal of architectural barriers in 2 areas of Hidden Acres Recreation Complex (Phase II) through the installation of 10 ADA compliant parking spaces in addition to 1600 linear feet of trail improvements 6ft wide to meet Little League Challenger Division requirements

Activity Number: CD-18-MP3

ACTIVITY DESCRIPTION

- The total **PY 2018 CDBG** budget for this activity shall not exceed: **\$50,000**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 19, 2020**. The Agreement is for the removal of architectural barriers in 2 areas of Hidden Acres Recreation Complex (Phase II) through the installation of 10 ADA compliant parking spaces in addition to 1600 linear feet of trail improvements 6ft wide to meet Little League Challenger Division requirements. This activity is funded as a low mod area category benefiting presumed low-moderate income clientele.

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.

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

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: _____)
 - 51% Low / Mod
 - Prevention or elimination of slums or blight
 - Urgent Need

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 identified |
| <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 | <input type="checkbox"/> Source & amount of all household income |
| <input type="checkbox"/> Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| <input type="checkbox"/> Follow-up services | <input type="checkbox"/> Job placement information |
| | <input type="checkbox"/> |
| | <input type="checkbox"/> |

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? | | |

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-18-UC-34-0109
AMOUNT: \$49,984
GC AGREEMENT NO: CD-18-MP4

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF GLASSBORO**

THIS AGREEMENT, made and entered into on the 20th day of **February, 2019** 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 **Borough of Glassboro**, 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 **FY 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 **PY2018** 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 not later than **February 19, 2020**.

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 and as may be amended, 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 **February 19, 2020**.
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 including 2 CFR part 200 requirements. 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:

BOROUGH OF GLASSBORO

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 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)

Borough of Glassboro
 CT 5014.02 BG3 at Oakwood Ave from Ellis to Whitney
 Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

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

Signature

Typed Name

 Date

ATTEST:

Signature of Person Attesting Signature

Typed Name – Person Attesting Signature

Title – Person Attesting Signature

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: **Borough of Glassboro**

Activity Name: for safety and road improvements to areas within eligible CT 5014.02 BG3 at Oakwood Ave from Ellis to Whitney

Activity Number: **CD-18-MP4**

ACTIVITY DESCRIPTION

- The total **PY 2018 CDBG** budget for this activity shall not exceed: **\$49,984**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 19, 2020**. The Agreement is for the for safety and road improvements to areas within eligible CT 5014.02 BG3 at Oakwood Ave from Ellis to Whitney. This activity is funded as a low mod area category benefiting low-moderate income clientele.

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.

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

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: _____)
- 51% Low / Mod
- Prevention or elimination of slums or blight
- Urgent Need

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 identified |
| <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 | <input type="checkbox"/> Source & amount of all household income |
| <input type="checkbox"/> Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| <input type="checkbox"/> Follow-up services | <input type="checkbox"/> Job placement information |
| | <input type="checkbox"/> |

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? | | |

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-18-UC-34-0109
AMOUNT: **\$50,000**
GC AGREEMENT NO: CD-18-MP5

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF MANTUA**

THIS AGREEMENT, made and entered into on the 20th day of **February, 2019** 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 **Township of Mantua**, 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 **FY 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 **PY2018** 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 not later than **February 19, 2020**.

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 and as may be amended, 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 **February 19, 2020**.
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 including 2 CFR part 200 requirements. 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.

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

TOWNSHIP OF MANTUA

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 an 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)

Township of Mantua
 Mantua Township Senior Center
 Mantua, NJ

GLOUCESTER COUNTY, NEW JERSEY

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

Signature

Typed Name

Date

ATTEST:

Signature of Person Attesting Signature

Typed Name – Person Attesting Signature

Title – Person Attesting Signature

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: **Township of Mantua**

Activity Name **installation of a new roof and other improvements at the Township Senior Center**

Activity Number: **CD-18-MP5**

ACTIVITY DESCRIPTION

- The total **PY 2018 CDBG** budget for this activity shall not exceed: **\$50,000**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 19, 2020**. The Agreement is for the installation of a new roof and other improvements at the Township Senior Center. This activity is funded as a low mod area category benefiting presumed low-moderate income clientele.

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.

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

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: _____)
 - 51% Low / Mod
- Prevention or elimination of slums or blight
- Urgent Need

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 identified |
| <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 | <input type="checkbox"/> Source & amount of all household income |
| <input type="checkbox"/> Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| <input type="checkbox"/> Follow-up services | <input type="checkbox"/> Job placement information |
| | <input type="checkbox"/> |
| | <input type="checkbox"/> |

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? | | |

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-18-UC-34-0109

AMOUNT: **\$50,000**

GC AGREEMENT NO: CD-18-MP6

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF MONROE**

THIS AGREEMENT, made and entered into on the 20th day of **February, 2019** 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 **Township of Monroe**, 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 **FY 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 **PY2018** 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 not later than **February 19, 2020**.

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 and as may be amended, 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 **February 19, 2020**.
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 including 2 CFR part 200 requirements. 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:

TOWNSHIP OF MONROE

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 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)

Township of Monroe
 CT 5016.06 BG2 at Main Street with ADA compliant curbs from Clayton Sicklerville Rd to South Black Horse Pike
 Williamstown, NJ

GLOUCESTER COUNTY, NEW JERSEY

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

Signature

Typed Name

Date

ATTEST:

Signature of Person Attesting Signature

Typed Name – Person Attesting Signature

Title – Person Attesting Signature

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: **Township of Monroe**

Activity Name pedestrian safety and ADA improvements within CT 5016.06 BG2 at Main Street with ADA compliant curbs from Clayton Sicklerville Rd to South Black Horse Pike

Activity Number: **CD-18-MP6**

ACTIVITY DESCRIPTION

- The total **PY 2018 CDBG** budget for this activity shall not exceed: **\$50,000**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 19, 2020**. The Agreement is for pedestrian safety and ADA improvements within CT 5016.06 BG2 at Main Street with ADA compliant curbs from Clayton Sicklerville Rd to South Black Horse Pike. This activity is funded as a low mod area category benefiting low-moderate income clientele.

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.

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

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: _____)
 - 51% Low / Mod
- Prevention or elimination of slums or blight
- Urgent Need

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 identified |
| <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 | <input type="checkbox"/> Source & amount of all household income |
| <input type="checkbox"/> Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| <input type="checkbox"/> Follow-up services | <input type="checkbox"/> Job placement information |
| | <input type="checkbox"/> _____ |

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? | | |

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 |
| | | <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-18-UC-34-0109
AMOUNT: \$50,000
GC AGREEMENT NO: CD-18-MP7

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF PITMAN**

THIS AGREEMENT, made and entered into on the 20th day of February, 2019 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 **Borough of Pitman**, 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 FY 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 PY2018 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 not later than **February 19, 2020**.

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 and as may be amended, 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 **February 19, 2020**.
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 including 2 CFR part 200 requirements. 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:

BOROUGH OF PITMAN

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 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)

Borough of Pitman
 CT 5013.02 BG1 at Broadway from Pitman Avenue to Laurel Ave
 Pitman, NJ

GLOUCESTER COUNTY, NEW JERSEY

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

Signature

Typed Name

 Date

ATTEST:

Signature of Person Attesting Signature

Typed Name – Person Attesting Signature

Title – Person Attesting Signature

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: **Borough of Pitman**

Activity Name pedestrian safety improvements within CT 5013.02 BG1 though the reconstruction of sidewalks with brick pavers along Broadway from Pitman Avenue to Laurel Avenue (Phase II)

Activity Number: **CD-18-MP7**

ACTIVITY DESCRIPTION

- The total **PY 2018 CDBG** budget for this activity shall not exceed: **\$50,000**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 19, 2020**. The Agreement is for pedestrian safety improvements within CT 5013.02 BG1 though the reconstruction of sidewalks with brick pavers along Broadway from Pitman Avenue to Laurel Avenue (Phase II). This activity is funded as a low mod area category benefiting low-moderate income clientele.

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.

SUBGRANTEE 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 subgrantees 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"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Quarterly Reports/Backup | <input type="checkbox"/> Personnel/Volunteer Files | <input type="checkbox"/> Current Budget/Sources&Uses |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Accounting Files & Procedures | |
| <input type="checkbox"/> Previous Monitoring | <input type="checkbox"/> 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: _____)
- 51% Low / Mod
- Prevention or elimination of slums or blight
- Urgent Need

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 identified |
| <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 | <input type="checkbox"/> Source & amount of all household income |
| <input type="checkbox"/> Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| <input type="checkbox"/> Follow-up services | <input type="checkbox"/> Job placement information |
| | <input type="checkbox"/> |

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? | | |

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-18-UC-34-0109

AMOUNT: **\$130,056.00**

GC AGREEMENT NO: CD-18-MP8

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF WASHINGTON**

THIS AGREEMENT, made and entered into on the 20th day of **February, 2019** 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 **Township of Washington**, 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 **FY 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 **PY2018** 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 not later than **February 19, 2020**.

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 and as may be amended, 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 **February 19, 2020**.
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 including 2 CFR part 200 requirements. 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:

TOWNSHIP OF WASHINGTON

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 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 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 I 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)

Township of Washington
CT 5012.06 BG3 at Congress Drive and associated courts
Sewell, NJ

GLOUCESTER COUNTY, NEW JERSEY

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

Signature

Typed Name

Date

ATTEST:

Signature of Person Attesting Signature

Typed Name – Person Attesting Signature

Title – Person Attesting Signature

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: **Township of Washington**

Activity Name: safety and road improvements to areas within eligible CT 5012.06 BG3 at Congress Drive and the associated courts

Activity Number: **CD-18-MP8**

ACTIVITY DESCRIPTION

- The total **PY 2018 CDBG** budget for this activity shall not exceed: **\$130,056**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 19, 2020**. The Agreement is for safety and road improvements to areas within eligible CT 5012.06 BG3 at Congress Drive and the associated courts. This activity is funded as a low mod area category benefiting low-moderate income clientele.

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.

SUBGRANTEE 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 subgrantees 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 Budget/Sources&Uses |
| <input type="checkbox"/> Quarterly Reports/Backup | <input type="checkbox"/> Accounting Files & Procedures | |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Reports Marketing Materials | |
| <input type="checkbox"/> Previous Monitoring | | |

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: _____)
- 51% Low / Mod
- Prevention or elimination of slums or blight
- Urgent Need

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 identified |
| <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 | <input type="checkbox"/> Source & amount of all household income |
| <input type="checkbox"/> Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| <input type="checkbox"/> Follow-up services | <input type="checkbox"/> Job placement information |
| | <input type="checkbox"/> |
| | <input type="checkbox"/> |

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? | | |

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-18-UC-34-0109
AMOUNT: \$50,000.00
GC AGREEMENT NO: CD-18-MP9

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF WEST DEPTFORD**

THIS AGREEMENT, made and entered into on the 20th day of February, 2019 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 **Township of West Deptford**, 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 FY 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 PY2018 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 not later than **February 19, 2020**.

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 and as may be amended, 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 **February 19, 2020**.

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 including 2 CFR part 200 requirements. 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:

TOWNSHIP OF WEST DEPTFORD

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 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)

Township of West Deptford
CT 5002.03 BG3 at First Ave from Rt. 45 to Manhattan Avenue
West Deptford, NJ

GLOUCESTER COUNTY, NEW JERSEY

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

Signature

Typed Name

Date

ATTEST:

Signature of Person Attesting Signature

Typed Name – Person Attesting Signature

Title – Person Attesting Signature

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: **Township of West Deptford**

Activity Name: for drainage and road improvements at CT 5002.03 BG 3 at First Avenue from State Route 45 to Manhattan Avenue

Activity Number: **CD-18-MP9**

ACTIVITY DESCRIPTION

- The total **PY 2018 CDBG** budget for this activity shall not exceed: **\$50,000**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 19, 2020**. The Agreement is for drainage and road improvements at CT 5002.03 BG 3 at First Avenue from State Route 45 to Manhattan Avenue. This activity is funded as a low mod area category benefiting low-moderate income clientele.

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.

SUBGRANTEE 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 subgrantees 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 Budget/Sources&Uses |
| <input type="checkbox"/> Quarterly Reports/Backup | <input type="checkbox"/> Accounting Files & Procedures | |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Reports Marketing Materials | |
| <input type="checkbox"/> Previous Monitoring | | |

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: _____)
 - 51% Low / Mod
- Prevention or elimination of slums or blight
- Urgent Need

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 identified |
| <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 | <input type="checkbox"/> Source & amount of all household income |
| <input type="checkbox"/> Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| <input type="checkbox"/> Follow-up services | <input type="checkbox"/> Job placement information |
| | <input type="checkbox"/> |
| | <input type="checkbox"/> |

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?		

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-18-UC-34-0109
AMOUNT: \$50,000.00
GC AGREEMENT NO: CD-18-MP10

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF WESTVILLE**

THIS AGREEMENT, made and entered into on the 20th day of February, 2019 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 **Borough of Westville**, 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 **FY 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 **PY2018** 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 not later than **February 19, 2020**.

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 and as may be amended, 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 **February 19, 2020**.
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 including 2 CFR part 200 requirements. 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:

BOROUGH OF WESTVILLE

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 I;
 4. Notifying the employee in the statement required by paragraph I 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)

Borough of Westville
CT 5011.00 BG4 at Athletic Fields at 216 Chestnut Street
Westville, NJ

GLOUCESTER COUNTY, NEW JERSEY

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

Signature

Typed Name

Date

ATTEST:

Signature of Person Attesting Signature

Typed Name – Person Attesting Signature

Title – Person Attesting Signature

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: **Township of Westville**

Activity Name: for the removal of architectural barriers through the reconstruction of bathroom facilities at the Athletic Field within CT 5011 BG4 at 216 Chestnut Street

Activity Number: **CD-18-MP10**

ACTIVITY DESCRIPTION

- The total **PY 2018 CDBG** budget for this activity shall not exceed: **\$50,000**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 19, 2020**. The Agreement is for the removal of architectural barriers through the reconstruction of bathroom facilities at the Athletic Field within CT 5011 BG4 at 216 Chestnut Street. This activity is funded as a low mod area category benefiting low-moderate income clientele.

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.

SUBGRANTEE 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 subgrantees 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"/> | <input type="checkbox"/> |
| <input type="checkbox"/> Quarterly Reports/Backup | <input type="checkbox"/> Personnel/Volunteer Files | <input type="checkbox"/> Current Budget/Sources&Uses |
| <input type="checkbox"/> Correspondence | <input type="checkbox"/> Accounting Files & Procedures | |
| <input type="checkbox"/> Previous Monitoring | <input type="checkbox"/> 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: _____)
- 51% Low / Mod
- Prevention or elimination of slums or blight
- Urgent Need

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 identified |
| <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 | <input type="checkbox"/> Source & amount of all household income |
| <input type="checkbox"/> Ethnicity, age, gender of applicant | <input type="checkbox"/> Updated ethnic categories used |
| <input type="checkbox"/> Follow-up services | <input type="checkbox"/> Job placement information |
| | <input type="checkbox"/> _____ |

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? | | |

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]

RESOLUTION AUTHORIZING A CONTRACT TO PURCHASE WITH FLEET ANALYTICS, LLC FROM FEBRUARY 2, 2019 TO FEBRUARY 1, 2021 IN AN AMOUNT NOT TO EXCEED \$43,200.00 PER YEAR

WHEREAS, the County of Gloucester advertised for the receipt of public bids for the supply of web-based GPS software for use by the County, as per specifications set forth in PD-019-006, and bids were publicly received and opened on January 8, 2019; and

WHEREAS, after following proper bidding procedure, it was determined that Fleet Analytics, LLC of 7630 Stratton Pt., Suwanee, GA 30024 was the lowest responsive and responsible bidder for the supply of web-based GPS software in an amount not to exceed \$43,200.00 for each contract year; and

WHEREAS, this contract shall be for a period of two (2) years from February 2, 2019 to February 1, 2021, with the County having the option to extend for two (2) one-year periods or one (1) two-year period. Continuation of the contract beyond December 31, 2019 and December 31, 2020 is conditioned upon the approval of the 2020 and 2021 final County Budgets; and

WHEREAS, the contract shall be for estimated units of service or purchases on an as-needed basis, which does not obligate the County to obtain any service or make any purchase and is therefore open-ended, so that no Certificate of Availability of Funds is required at this time.

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 is authorized to attest to, a contract to purchase with Fleet Analytics, LLC for the provision of web-based GPS software, pursuant to PD-019-006 and the prices set forth within the bid response, from February 2, 2019 to February 1, 2021 in an amount not to exceed \$43,200.00 per year; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer 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, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

PURCHASE CONTRACT

BETWEEN
COUNTY OF GLOUCESTER
AND
FLEET ANALYTICS, LLC

THIS PURCHASE CONTRACT is made effective the 2nd day of February, 2019 by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 S. Broad Street, Woodbury, NJ 08096, hereinafter referred to as "**County**", and **FLEET ANALYTICS, LLC**, of 7630 Stratton Pt., Suwanee, GA 30024, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has a need for the supply and delivery of web-based GPS software, as per the specifications set forth in **PD-019-006**; and

WHEREAS, bid responses were publicly received and opened by the County on January 8, 2019 with Vendor being the successful bidder, and representing that it is ready, willing and able to provide the item(s) set forth in the County's specifications; and

WHEREAS, this Purchase Contract, hereinafter referred to as "Contract", is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and all statutory terms and provisions required for public contracting; and

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 from February 2, 2019 to February 1, 2021, with the County having the option to extend the Contract for one (1) two-year period, or two (2) one-year periods.
2. **COMPENSATION**. Vendor shall be compensated a total contract amount not to exceed \$43,200.00 per year pursuant to and subject to all terms and provisions of the specifications identified as PD-019-006.

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 VENDOR**. The specific product and any delivery details to be provided by

the Vendor are set forth in specifications identified as **PD-019-006**, which are incorporated 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.

4. FURTHER OBLIGATIONS. During the performance of this Contract, the Vendor agrees that it:

- A. 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. 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, 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. 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.
- B. will state in all solicitations or advertisements, where applicable, for employees placed by or on behalf of the Vendor, 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.
- C. will send a notice to each labor union with which it has a collective bargaining agreement 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.
- D. Will 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.
- E. will 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 supply the item(s) 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 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 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, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor 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 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 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 any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, 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, 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. **SET-OFF.** Should Vendor either refuse or neglect to perform as required in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. 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 Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that if an installation of equipment is required, 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 Vendor, 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. **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. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor 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 and 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 document, the specifications identified as PD-019-006, and bidder's bid response 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 PURCHASE CONTRACT is made effective this 2nd day of **February, 2019**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, 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:

FLEET ANALYTICS, LLC

**By:
Title:**

<p>PD 019-006 Bid Opening 07/08/19 10:00am</p>				
<p>SPECIFICATIONS AND PROPOSAL FORM FOR THE PURCHASE OF WEB BASED GPS SOFTWARE (OR APPROVED EQUAL) FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITH THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 18GLCP</p>				
<p>VENDOR:</p>		<p>Fleet Analytics LLC 7630 Stratton Pt Suwanee, GA 30024 Gary Page, President/CEO 770-329-0847 678-947-5408 Fax</p>	<p>VENDOR:</p> <p>LB Technology, Inc. 5100 Poplar Ave, Suite 2104 Memphis, TN 38137 Mike Burkett, VP Sales 901-480-8840 800-284-3705 - Fax</p>	
<p>ITEM</p>	<p>DESCRIPTION</p>	<p>Price Per Unit \$12.00</p>	<p>Price Per Unit \$13.84</p>	
<p>1</p>	<p>1-300 units</p>			
	<p>Variations: (if any)</p>	<p>Roadside Assistance (4 calls per year) - \$50 per vehicle per year</p>	<p>Additional \$39.00 per year per vehicle payable to 3rd party company for roadside assistance.</p>	
	<p>This is a two (2) year contract with the County having the option to extend for one (1) two (2) year period or two (2) 1 (1) year periods.</p>			
	<p>Will you extend your prices to local government entities within the County</p>	<p>Yes</p>	<p>Yes</p>	
	<p>Bid specifications sent to:</p>	<p>GPS Track USA BidOcean Prime Vendor Tech Zone Light Source Unite GPS LLC Transfinder Deltek InfoSpectrum Azuga, Inc.</p>	<p>Seven Outsource Show Service Provider USA Track Star International, Inc. CSO Radio Onvia CJS Group THWilson Bonds Erepublic TKLabs</p>	
	<p>Based upon the bids received, I recommend Fleet Analytics, LLC be awarded the contract as the lowest responsive, responsible bidder.</p>	<p>Sincerely,</p>		
	<p>Kimberly Larter Purchasing</p>			

RESOLUTION AUTHORIZING A CONTRACT WITH DEER CARCASS REMOVAL SERVICE, LLC FROM FEBRUARY 4, 2019 TO FEBRUARY 3, 2021 IN AN AMOUNT NOT TO EXCEED \$31,000.00 PER YEAR

WHEREAS, the County of Gloucester (hereinafter "County") advertised for the receipt of public bids for the removal of deer carcasses from countywide roadsides, as per PD-019-010, and bids were publicly received and opened on January 31, 2019; and

WHEREAS, after proper bidding procedure, it was determined that Deer Carcass Removal Service, LLC of 140 Meirs Road (P.O. Box 328), Cream Ridge, NJ 08514, was the sole bidder at the rate of \$55.00 per carcass, in an amount not to exceed \$31,000.00 per year; and

WHEREAS, the contract shall be awarded for a period of two (2) years, from February 4, 2019 to February 3, 2021, with the County having the option to extend for two (2) one-year periods or one (1) two-year period. Continuation of the contract beyond December 31, 2019 and December 31, 2020 is conditioned upon the approval of the 2020 and 2021 final County Budgets; and

WHEREAS, the contract shall be for services on an as-needed basis and is therefore open-ended, which does not obligate the County to obtain any minimum amount of services, so that no Certificate of Availability of Funds is required at this time.

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 Deer Carcass Removal Services, LLC for deer carcass removal, pursuant to PD-019-010 and the prices set forth within the bid response, from February 4, 2019 to February 3, 2021, in an amount not to exceed \$31,000.00 per year; and

BE IT FURTHER RESOLVED that prior to any service rendered pursuant to the within awarded contract, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purpose 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, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
DEER CARCASS REMOVAL SERVICE, INC.**

THIS CONTRACT is made effective the 4th day of **February, 2019**, 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 **DEER CARCASS REMOVAL SERVICE, INC.**, with an address of 140 Meirs Road (P.O. Box 328), Cream Ridge, NJ 08514, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the removal of deer carcasses from Countywide roadsides, as per bid **PD-019-010**; 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 February 4, 2019 to February 3, 2021, with the County reserving an option to extend this Contract for one (1) two-year period, or two (2) one-year periods.

2. **COMPENSATION**. Contract shall be for estimated units of service, as set forth in the specifications PD-019-010, at the rate of \$55.00 per carcass, in an amount not to exceed \$31,000.00 per contract year as set forth in Contractor's bid response.

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 for the removal of deer carcasses from Countywide roadsides, as set forth in the Specifications PD-019-010 and Contractor's bid response, 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.** This contract shall consist of this document, the Specifications PD-019-010 and Contractor's bid response. 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 bid response, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the 4th day of **February, 2019.**

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:

DEER CARCASS REMOVAL SERVICE, LLC

**By:
Title:**

<p>PD 019-010 Bid Opening 1/31/2019 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR COUNTYWIDE ROADSIDE DEER CARCASS REMOVAL</p>		
<p>VENDOR: DCRS/Deer Carcass Removal Service LLC PO Box 328 Cream Ridge, NJ 08514 George Wilhelm - Owner 800 509-1420 609 259-3798 Fax 1qfwecc@gmail.com</p>		
<p>DESCRIPTION Price per Pickup and Disposal</p>		<p>Amount \$55.00 Per Removal</p>
<p>Variations: (if any)</p>		<p>NONE</p>
<p>Will you extend your prices to local government entities within the County</p>		<p>YES</p>
<p>Bid specifications sent to:</p>		<p>Onvia Construction Journal Prime Vendor</p>
<p>This is a two year contract with the option to extend for 2 one year periods or 1 two year period.</p>		
<p>Based upon the bids received, I recommend DRCs/Deer Carcass Removal Service, LLC be awarded the contract as the lowest responsive, responsible bidder.</p>		
		<p>Sincerely,</p>
		<p>Kimberly Larter, QPA</p>

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH PENNONI ASSOCIATES, INC.

WHEREAS, by Resolution adopted December 18, 2018, the County of Gloucester awarded a contract to Pennoni Associates, Inc. in an amount not to exceed \$30,000.00, for professional engineering services regarding County-wide material testing and inspection of concrete, asphalt and soil, as per RFP-018-027; and

WHEREAS, the County Engineer has recommended an amendment to the contract to increase the contract by \$34,190.50 through June 10, 2019, resulting in a total contract amount not to exceed \$64,190.50, which is necessary for unforeseen additional services; and

WHEREAS, the contract is for estimated units of service or purchases on an as-needed basis, which does not obligate the County to obtain any service or make any purchase and is therefore open-ended, so that no Certificate of Availability of Funds is required at this time; and

WHEREAS, all other terms and provisions of the original contract 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 a contract amendment with Pennoni Associates, Inc. to increase the contract by \$34,190.50 through June 10, 2019, for a new total contract amount not to exceed \$64,190.50.

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer 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 meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
PENNONI ASSOCIATES, INC.**

THIS is an amendment to a Contract entered into on the **18th** day of **December, 2018** by and between the **County of Gloucester**, hereinafter referred to as "**County**", and **Pennoni Associates, Inc.** of 515 Grove Street, Suite 1B, Haddon Heights, NJ 08035, hereinafter referred to as "**Contractor**".

NOW, THEREFORE, in further consideration for the mutual promises made by and between County and Contractor in the above-described contract, the parties hereby agree to an amendment to the contract as follows:

The Contract is amended to increase the contract amount by \$34,190.50 for additional, unforeseen engineering services for county-wide testing and inspection of concrete, asphalt, and soil as per RFP-18-027, for a new total contract amount not to exceed \$64,190.50 through June 10, 2019.

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein that are consistent with this addendum shall remain in full force and effect.

THIS AMENDMENT is effective as of the **20th** day of **February, 2019**.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

PENNONI ASSOCIATES, INC.

**By:
Title:**

RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE) TO CONTRACT WITH ALIANO BROTHERS GENERAL CONTRACTORS, INC.

WHEREAS, the County of Gloucester previously received public bids for concrete step replacement at Redbank Battlefield Park, as per bid specifications #16-15 (hereinafter "Project"); and

WHEREAS, by Resolution adopted on December 5, 2018, a contract for the Project was awarded to Aliano Brothers General Contractors, Inc. as the lowest responsive and responsible bidder for \$221,650.00; and

WHEREAS, the County Engineer has recommended Change Order #01 to increase the contract by \$19,906.00, which is necessary due to a supplemental item for concrete foundations, resulting in a new contract amount of \$241,556.00; and

WHEREAS, a certificate of availability was provided by the County Treasurer certifying funds for \$19,906.00, pursuant to CAF #18-10407.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order #01 is authorized to increase the contract with Aliano Brothers General Contractors, Inc. by \$19,906.00, resulting in a new total contract amount of \$241,556.00, and, that the Director of the Board is authorized to execute said Change Order and any other documents necessary and proper to carry out the objectives of this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 20, 2019 at Woodbury, New Jersey.

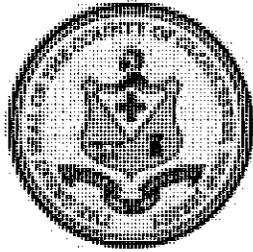


COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



County of Gloucester

***RESOLUTION AUTHORIZING CHANGE ORDER #01 (INCREASE) TO
CONTRACT WITH ALLANO BROTHERS GENERAL CONTRACTORS, INC.***

CERTIFICATION

I, **LAURIE J. BURNS**, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify that: (1) this is a true copy of the above-titled Resolution finally adopted at a meeting of the Board of Chosen Freeholders held on the 20th day of **February, 2019** and duly recorded in my office; (2) that all requirements of law pertaining to the conduct of said meeting and the passage of this resolution were observed; and (3) that I am duly authorized to execute this certificate.

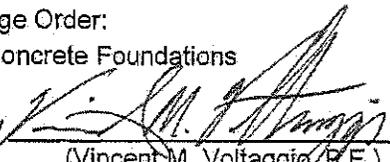
DATED this ____ day of _____, 2019.

LAURIE J. BURNS,
CLERK OF THE BOARD
County of Gloucester

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

- 1. Name & Address of Vendor: Aliano Brothers General Contractors Inc
2560 Industrial Way, Suite A
Vineland, NJ 08360
- 2. Description of Project or Contract: Redbank Battlefield Concrete Step Replacement
- 3. Date of Original Contract: 12/5/2018
- 4. P.O. Number: 18-10407
- 5. Amount of Original Contract: \$221,650.00
- 6. Amount of Previously Authorized Change Order No \$0.00
- 7. Amount of this Change Order No. 1: \$19,906.00
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$241,556.00

9. Need or Purpose of this Change Order:
Supplemental Item for Concrete Foundations

This change order requested by  on 2-7-19
(Vincent M. Voltaggio, P.E.) (Date)

Accepted by  on 02/07/2019
R. Drew Boyer, Project Manager (Date)
Aliano Brothers General Contractors, Inc.

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Laurie J. Burns
Clerk of the Board

By: _____
Robert M. Damminger, 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 Resolution.

D-1

RESOLUTION AUTHORIZING THE RENEWAL OF SHARED SERVICES AGREEMENT AND LEASE RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZATION FOR THE CITY OF WOODBURY

WHEREAS, the provision of emergency medical services to residents and visitors of Gloucester County is an essential, life-saving government function; and

WHEREAS, delivery of such services in a timely and professional manner is a significant obligation of local government; and

WHEREAS, the Gloucester County EMS Exploratory Committee has examined regionalization as a viable option to improving Emergency Medical Services countywide and recommended such option to the municipalities of Gloucester County; and

WHEREAS, to facilitate the delivery of such services in a timely and professional manner, the County of Gloucester has pursued a carefully constructed plan, in partnership with municipalities, for the regionalization of Basic Life Support Emergency Medical Services; and

WHEREAS, the City of Woodbury wishes to continue to designate the Gloucester County Division of Emergency Medical Services as the provider of Basic Life Support Services and enter into a Shared Services Agreement and related Lease Agreement, which will enable the County to provide the services and the municipality to provide support for the Basic Life Support Medical Services; and

WHEREAS, the Shared Services Agreement and Lease Agreement has been approved by the City of Woodbury.

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 a Shared Services Agreement and Lease Agreement with the City of Woodbury in substantially the same form as attached to this resolution; and

BE IT FURTHER RESOLVED, that the Office of the Administrator and the Office of County Counsel are authorized to finalize the language of the documents.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, February 20, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

SHARED SERVICES AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

CITY OF WOODBURY

**FOR THE PROVISION OF BASIC LIFE SUPPORT
EMERGENCY MEDICAL SERVICES**

Dated: _____, __, 201_

Prepared by: Eric M. Campo,
Assistant County Counsel

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SHARED SERVICES AGREEMENT

THIS SHARED SERVICES AGREEMENT ("Shared Services Agreement"), dated this _____ day of _____, 201_, by and between the City of Woodbury, a municipal corporation of the State of New Jersey ("Municipality"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("County").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The City of Woodbury ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 33 Delaware Street, Woodbury, New Jersey 08096;
3. County currently provides Basic Life Support (BLS) services in the municipality;
4. The County wishes to assist the Municipality in dealing with the very significant obligations related to the provision of such services and the significant costs incurred in providing such services;
5. Accordingly, the County has pursued a plan for the regionalization of the provision of such services in areas including the Municipality;
6. Municipality wishes to designate County as the provider of BLS emergency medical services within the Municipality;
7. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements.

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

AGREEMENT

A. DESCRIPTION OF THE PROJECT.

The project shall consist of the provision by the County of BLS emergency medical services within the Municipality.

B. DESCRIPTION OF SERVICES.

The County's services will therefore include, but not necessarily be limited to, the following:

1. Provision, on a 24 hour, 7 days a week basis, of BLS emergency medical services.
2. The BLS emergency medical services to be provided shall be as defined in N.J.A.C. 8:40-1.1 et seq.
3. For purposes of this Agreement, "BLS" shall include both responding to calls for emergency medical assistance and providing medical transportation services, as well as assistance with rescue services for automobile accidents. The amount and type of equipment and number of personnel actually furnished in response to any emergency call shall be determined solely by County and its duly appointed agents, officers, directors, employees or subcontractors, consistent with the applicable provisions of N.J.A.C. 8:40-1.1 et seq.
4. It is expressly understood that in the performance of the obligations undertaken pursuant to this Agreement, County is an independent contractor with the sole right to supervise, manage, control and direct the provision of BLS. Further, Municipality shall look to the County for performance only and shall have no right at any time to direct or supervise the County, its agents, officers, directors, employees or subcontractors. Nothing in this Agreement shall constitute or be construed to create a partnership or a joint venture by and among the parties.
5. County shall make reasonable efforts to maintain reasonable emergency response times for the Service Area on a 24 hour, 7 day a week basis.
6. If personnel and equipment are available, County shall provide standby emergency medical services at community events and activities within the Municipality upon fourteen (14) days written notice of such request to County by Municipality at no additional cost. For purpose of this paragraph only, notice shall be provided to the Chief of Gloucester County Emergency Medical Services (GCEMS).
7. It is the intention of the parties that County shall be responsible for providing BLS emergency medical services as defined in N.J.A.C. 8:40-1.1 et seq.; the Municipality shall not be responsible for providing such BLS emergency medical services. The parties acknowledge that County does not, by this Shared Services Agreement, assume any responsibility to provide any other services, such as police or fire or the like.

C. ESTIMATED COST; NO PAYMENT BY MUNICIPALITY.

The cost of the Project shall be, as far as may be determined at this time, approximately \$8,688,000.00 for the provision of all of County's BLS emergency medical services to all

participant municipalities involved in the regionalization of emergency medical services within the County. The cost of the project for ensuing years is anticipated to be equal to or greater than the cost for the initial year of the project. This estimate is recited as required by the Shared Services Agreement. The parties agree that County shall not be entitled to any payment by Municipality for the provision of these services.

D. PARTICIPATION AND COOPERATION BY MUNICIPALITY.

1. Pursuant to separate Lease Agreements entered into by and between County and Municipality, Municipality will lease to County for the sum of \$1.00 per year all ambulance vehicles and other equipment which it currently owns or will, if acceptable to County, sub-lease to County any such vehicles or equipment which Municipality owns. Maintenance of, insuring of and all other aspects of the operation of the equipment shall be as described in the Lease Agreements.
2. Municipality shall lease to County for \$1.00 per year any ambulance station and/or bays and offices/crew day rooms which it currently owns. Maintenance of, insuring of, and the like will be as described in the building leases made by and between the County and the Municipality. Municipality will make its best effort to encourage any municipal fire district, ambulance squad or other entity, which owns or controls such facilities to lease such facilities to the County on the same terms and provisions.
3. Municipality shall in all regards cooperate with County to any extent necessary to enable the County to submit and process grant applications for funding for the provision of emergency services. In the event that it is necessary, given the requirements of the particular grant program, for the application to be submitted by the Municipality, Municipality agrees that it will take all necessary steps to do so. In the event that such funding is available to the municipality, but not otherwise directly available to the County, then Municipality will take all steps necessary to apply for and where possible obtain such funding and after receipt of such funding and consistent with any applicable law, rule or regulation, pay the proceeds of such funding to the County.

E. THIRD PARTY BILLING.

The parties recognize that County shall be solely entitled to any revenue generated by third party billing, which billing shall be done by County or County's agent. No part of the revenue from such billing shall be paid to Municipality.

F. DURATION OF AGREEMENT.

This Agreement shall be for a period of ten years, commencing January 1, 2019 to December 31, 2028.

Either party may, for cause, terminate this Agreement by notice to the other party. Such notice shall be provided at least 18 months prior to the designated termination date.

G. LIMITATION OF DELEGATION.

To the extent that this Agreement constitutes a delegation of authority by the County, this Agreement shall not be construed to delegate any authority other than the authority to provide the services described in this Agreement, consistent with the terms and provisions of this Shared Services Agreement.

Neither County nor Municipality intends by this Agreement to create any agency relationship other than that which may be specifically required by the Shared Services Agreement Act for the limited purpose of the provision of service by the County pursuant to this Agreement.

H. INDEMNIFICATION.

- (1) The County shall indemnify and shall hold the Municipality, the members of its governing body and its officers, agents and employees harmless against, and County shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the Municipality, the members of its governing body or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services described in this Shared Services Agreement.
- (2) During the term of this Shared Services Agreement, Municipality shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and Municipality shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its, officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services retained by the Municipality and performed by its law enforcement, fire and/or public works personnel or the like in the course of providing necessary support to emergency medical services described in this agreement.
- (3) The County and Municipality agree that the County shall give an authorized Municipality representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Municipality 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.

I. COMPLIANCE WITH LAWS AND REGULATIONS.

County and Municipality 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 the performance of the services described in this Agreement.

J. INSURANCE.

At all times during the term of this Shared Services Agreement, the County 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 Project as the County shall determine to be reasonably required. The County shall be obligated to pay for the cost of all such insurance. All such insurance policies shall name the County as the named insured and the Municipality as an additional insured.

Municipality shall maintain liability insurance, which will be considered secondary insurance, which will include general liability insurance, casualty, all-risk insurance.

K. REMEDIES.

1. **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 Municipality arises during the course of the contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

2. **Contract Performance Pending Mediation.** During mediation proceedings, County shall continue to perform the services described in this Agreement.
3. **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.

4. **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.

5. **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.

6. **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.

7. **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.

L. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any agreement which is contained in this Shared Services Agreement should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

M. NO PERSONAL LIABILITY.

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

N. 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, the Municipality 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.** The Municipality 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.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- O. EFFECTIVE DATE.** This Agreement shall be effective as of this ____ day of _____, 201__, which date shall be considered the commencement date of this Agreement, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Shared Services Agreement.
- P. CONFIRMING STATEMENT.** This Agreement replaces and supersedes all previous agreements between Gloucester County and the municipality for the Provision of Basic Life Support and Emergency Medical Services.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CITY OF WOODBURY

DANEEN FUSS, CITY CLERK

JESSICA FLOYD, MAYOR

LEASE AGREEMENT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

CITY OF WOODBURY

FOR THE LEASE OF PREMISES LOCATED

AT 637 N. BROAD STREET,

WOODBURY, NEW JERSEY 08096

Dated: _____

Prepared by: Eric M. Campo,
Assistant County Counsel

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LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is entered into this ____ day of _____, 201_, by and between the County of Gloucester, a body politic and corporate of the State of New Jersey ("County") and the City of Woodbury, a municipal corporation of the State of New Jersey ("Municipality").

RECITALS

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, NJ 08096;
2. The City of Woodbury ("Municipality") is a municipal corporation of the State of New Jersey with offices located at 33 Delaware Street, Woodbury, New Jersey 08096;
3. County and Municipality have entered into a Shared Services Agreement ("Shared Services Agreement"), which is referred to and incorporated herein. Pursuant to the Shared Services Agreement, the County has agreed to provide to the Municipality Basic Life Support (BLS) Services.
4. Consistent with the terms of that Shared Services Agreement, Municipality has agreed to lease to County its premises, described below which Municipality currently owns;
5. N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, including counties and municipalities, to enter into shared services agreements;
6. Accordingly, County and Municipality wish to enter into this Lease Agreement based on the terms and provisions which are set forth in this Agreement.

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

AGREEMENT TO LEASE

1. **PREMISES RENTED.** The premises rented consists of the land and all improvements located at 637 N. Broad Street, Woodbury, New Jersey 08096.
2. **TERM.** The term of this Lease shall be for a period of ten (10) years commencing January 1, 2019, and concluding December 31, 2028.

It is the intention of the parties that the term of this lease shall be coincident with the term of the Shared Services Agreement. Accordingly, if the Shared Services Agreement between the County of Gloucester and the Municipality is terminated by either party, then this Lease Agreement shall be deemed to be terminated simultaneously.

In addition, the County may, if it deems it appropriate to its continued provision of services pursuant to the Shared Services Agreement, terminate this lease by notice to the Municipality, provided as set forth below, which notice shall be provided at least 18 months prior to the date chosen for termination. The County may therefore terminate this Lease without simultaneously terminating the Shared Services Agreement between the County and the Municipality.

3. **RENT.** As the total rent for the premises for the total term of the lease, County shall pay to Municipality the sum of \$1.00. The parties specifically acknowledge that further significant consideration for the making of this Agreement is the services that shall be provided to the Municipality consistent with the terms and provisions of the Shared Services Agreement, for which services the Municipality is not obligated to pay any compensation.
4. **USE.** County may use the premises to operate a Basic Life Support ambulance service, as that service is further described in the Shared Services Agreement.
5. **WASTE, NUISANCE, OR UNLAWFUL ACTIVITY.** County shall not allow any waste or nuisance on the premises. County shall neither use nor occupy the demised premises or any part thereof for any unlawful, disreputable, or ultra hazardous business purpose nor operate or conduct its business in a manner constituting a nuisance of any kind.

6. EASEMENT, AGREEMENTS OR ENCUMBRANCES. The parties shall be bound by all existing easements, agreements, and encumbrances of record relating to the demised premises. Municipality will notify County of any easements, agreements, or encumbrances of which they have knowledge. Municipality covenants that the premises may legally be used for the operation of the basic life support ambulance service.

7. INSURANCE. The County shall at all times during the term of this Lease maintain hazard insurance and liability coverage insurance on the portion of the premises occupied by the County. Municipality shall be named as an additional insured. Municipality shall maintain hazard insurance and liability insurance on the remainder of the building.

8. COUNTY REPAIRS. The County shall, at its sole cost and expense, maintain and repair all parts of the leased premises which it occupies and for which Municipality is not expressly responsible, and shall maintain the premises in a reasonably good condition. Any structural repairs shall be the responsibility of the Municipality.

9. UTILITIES. Municipality will be responsible for the electric and gas charges where the County reimburses the Municipality for its' pro rata portion for the electric and gas charges, where the proration is based on the percentage of occupancy. County agrees to reimburse the Municipality for its' pro rata portion for the electric and gas charges on a monthly basis. The parties further acknowledge that water and sewer charges for the premises are paid by the Municipality. County will be responsible for the entire cost of the basic internet service to the premises.

10. QUIET ENJOYMENT. The Municipality covenants and agrees that it has the full and unrestricted right and lawful authority to make and enter into this Lease. County, upon paying said rent and other charges herein and otherwise fully and punctually performing all the other terms and conditions imposed on County, shall and may peaceably and quietly have, hold and enjoy the premises hereby demised for the term aforesaid free from disturbance by the Municipality or anyone claiming by, through or under the Municipality.

11. INDEMNITY. County shall indemnify save and hold harmless the Municipality from and against any and all claims or liability for injury or damage to any person or property occurring in or about the premises occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by County, its agents, servants, employees and invitees. Nothing contained herein shall absolve the Municipality for any injuries or damage caused by Municipality's negligence or the negligence of Municipality's agents, servants or employees. The Municipality will maintain appropriate owner's liability insurance and the Municipality shall indemnify save and hold harmless County from and against any and all claims or liability for injury or damage to any person or property occurring during the term of this Lease, when such injury or damage shall be caused in whole or in part by the act, neglect, fault or omission of any duty of same by the Municipality, its agents, servants, employees and invitees and anything associated with the structure of the building.

12. SUBORDINATION. This Lease shall be subject and subordinate at all times to any and all encumbrances created by any bond financing, the purpose and part of which was to acquire or improve the premises.

13. WAIVER. The failure of either of the parties hereto in one or more instances to insist upon strict performance or observance of one or more of the covenants or conditions hereof, or to exercise any remedy, privilege, or operation herein conferred upon or reserved to such party, shall not operate and not be construed as a relinquishment or waiver for the future of such covenant or condition or of the right to enforce the same or to exercise such privilege, option, or remedy, but the same shall continue in full force and effect.

14. ALTERATIONS AND IMPROVEMENTS. Municipality agrees to allow County to make any alterations or improvements to the lease premises necessary to allow County to operate for its intended use with the prior written consent of the Municipality, such consent not to unreasonably withheld.

15. SURRENDER OF POSSESSION. County shall, on the last day of the term, or on earlier termination and forfeiture of the Lease, peaceably and quietly surrender and deliver the demised premises to Municipality free of sub tenancies, including all buildings, additions, and improvements constructed or placed thereon by County, except movable trade fixtures, all in reasonably good condition and repair with regard to those portions of the premises which County has been required to maintain and

repair. County shall, if not in default hereunder, remove its equipment, goods, trade fixtures, and effects and those of all persons claiming by, through or under it, provided that such removal does not cause irreparable damage to the premises.

In the event that pursuant to this Agreement, County makes any improvements to the premises then, upon the termination of this Lease, Municipality shall reimburse County for the prorated value (based on the remaining useful life) of the cost of improvements

16. DAMAGE OR DESTRUCTION. In the event of any damage or destruction to the leased premises not caused by the Municipality or any of its agents, servants, contractors or employees, Municipality shall not be obligated to repair or replace same or any improvements made by County, nor shall Municipality be responsible for any costs associated therewith.

17. NOTICES. All notices to be given with respect to this Lease shall be in writing. Each notice shall be sent by registered or certified mail, postage prepaid and return receipt requested, or by overnight commercial courier service to the party to be notified at the address set forth herein or at such other address as either party may from time to time designate in writing. Notices may also be given by facsimile transmission weekdays (exclusive of County legal holidays) between the hours of 8:30 a.m. and 4:30 p.m. provided that any such transmission shall be promptly confirmed by any of the other permitted means of notice set forth above addressed to the following:

If to the County:

Chad Bruner, County Administrator
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

With copy to:

Thomas G. Campo, County Counsel
County of Gloucester
Two S. Broad Street
Woodbury, NJ 08096

If to City of Woodbury:

City of Woodbury
Jessica Floyd, Mayor
33 Delaware Street
Woodbury, New Jersey 08096

With copy to Solicitor of Municipality:

James P. Pierson, Esquire
70 Euclid Street
Woodbury, New Jersey 08096

Either party may, by notice given as described above, change its address for all subsequent notices. All notices hereunder shall be effective upon receipt or (if by other than personal delivery) first attempted delivery.

18. MAINTENANCE OF LAWNS AND SNOW REMOVAL AND FOR TRASH REMOVAL. Municipality will be responsible for the maintenance of lawns and for snow and trash removal for any stand alone building which is the subject of this Lease Agreement. Municipality shall provide trash pick up services at the premises.

19. DISPUTE RESOLUTION.

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 Municipality 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, County shall continue to perform the services described in this Agreement.

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.

20. TOTAL AGREEMENT; APPLICABLE TO SUCCESSORS. This Lease contains the entire agreement between the Parties and cannot be changed or terminated except by a written instrument subsequently executed by the parties hereto. This Lease and the terms and conditions hereof apply to and are binding upon the successors and assigns of both parties.

21. APPLICABLE LAW. This Lease shall be governed by and construed in accordance with the laws of the State of New Jersey.

22. SEVERABILITY. If any term or provision of this Lease shall to any extent be held to be invalid or unenforceable under the applicable law, the remaining provisions of this Lease shall not be affected thereby but shall remain in full force and effect.

23. ASSIGNMENT. No party may assign this Lease without the written consent of the other, such consent not to be unreasonably withheld.

IN WITNESS HEREOF, Municipality and County have hereunto set their hands and seals, all as of the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CITY OF WOODBURY

DANEEN FUSS, CITY CLERK

JESSICA FLOYD, MAYOR

D-2

RESOLUTION AUTHORIZING A CONTRACT WITH VALUE ADDED VOICE SOLUTIONS, LLC, FROM JANUARY 1, 2019 TO DECEMBER 31, 2019, FOR \$43,396.00

WHEREAS, the County of Gloucester has a need to purchase a maintenance contract; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County can purchase the said contract from Value Added Voice Solutions, LLC, 1111 Shore Drive, Brielle, New Jersey 08730, in the total amount of \$43,396.00 through State Contract #A83908; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$43,396.00, pursuant to C.A.F. # 19-01104, which amount shall be charged against budget line item 9-01-25-250-001-20370.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Qualified Purchasing Agent be authorized to purchase a maintenance contract, covering all tiers of support. VPI Platinum Maintenance and Support between 8:00AM to 5:00PM, Monday to Friday, excluding NYSE holidays maintenance and upgrades with 24/7 remote and onsite support plans for the VPI Voice Recording System from Value Added Voice Solutions, LLC, through State Contract #A83908, in the total amount of \$43,396.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

Value Added Voice Solutions LLC

1111 Shore Drive
 Brielle, NJ 08730

Invoice

Date	Invoice #
10/26/18	GCI1945

Bill To
Gloucester County- 911 1200 N. Delsea Drive Clayton, NJ 08312

Ship To
Gloucester County- 911 1200 N. Delsea Drive Clayton, NJ 08312

P.O. No.	Terms	Project
	Net 30	

Description	Qty	Rate	Amount
VAVS- Maintenance Covers ALL Tiers of Support. VPI Platinum Maintenance and Support between 8:00 AM to 5:00 PM, Monday to Friday excluding NYSE Holidays. Contract Effective January 1st, 2019 through December 31st, 2019.	1	43,396.00	43,396.00

Total		\$43,396.00
Payments/Credits		\$0.00
Balance Due		\$43,396.00

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. 19-01104

ORDER DATE: 02/07/19
REQUISITION NO: R9-15455
DELIVERY DATE:
STATE CONTRACT: A83908
ACCOUNT NUM:

Pg

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

**V
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D
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R**

VALUE ADDED VOICE SOLUTIONS
LLC
1111 SHORE DRIVE
BRIELLE, NJ 08730

VENDOR #. VALUE085

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	VAVS - maintenance contract covers ALL Tiers of support. VPI platinum Maintenance & support between 8:00 am to 5:00 PM, Monday-Friday excluding NYSE Holidays. Contract effective January 1, 2019 - December 31st, 2019	9-01-25-250-001-20370 Equipment Svc Maintenance Agreements	43,396.0000	43,396.00
			TOTAL	43,396.00

CLAIMANT'S CERTIFICATE & 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 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>TREASURER / CFO <i>Kimberly [Signature]</i> QUALIFIED PURCHASING AGENT</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING A CONTRACT WITH PROPHOENIX CORPORATION, FOR \$190,221.41

WHEREAS, the County has a need to contract for annual support and maintenance of Computer Aided Dispatch (CAD), Police and Fire Records Management (RMS) and various interfaces; and

WHEREAS, the Gloucester County Department of Emergency Response has recommended that said services be provided by ProPhoenix Corporation, 502 Pleasant Valley Avenue, Suite 1, Moorestown, New Jersey 08057; and

WHEREAS, the contract is for a total amount of \$190,221.41; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$190,221.41, pursuant to C.A.F. # 19-00925, which shall be charged against budget line item 9-01-25-250-001-20370; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to computer systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of contract with ProPhoenix Corporation for annual support and maintenance of Computer Aided Dispatch (CAD), Police and Fire Records Management (RMS) and various interfaces, for \$190,221.41.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 20, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

Laurie J. Burns, Clerk of the Board

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PROPHOENIX CORPORATION**

THIS CONTRACT is made effective the 20th day of February, 2019, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **PROPHOENIX CORPORATION**, with a mailing address of 502 Pleasant Valley Avenue, Suite 1, Moorestown, New Jersey 08057, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County has a need to contract for annual support and maintenance of Computer Aided Dispatch (CAD), Police and Fire Records Management (RMS) and various interfaces; and

WHEREAS, the supplies and services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing computer systems in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to 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 Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The contract shall be for the period of one year, from January 1, 2019 to December 31, 2019.
2. **COMPENSATION**. Vendor shall be compensated in a total contract amount of \$190,221.41, as per Vendor's Invoice dated November 7, 2018.

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.

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 Vendor shall be considered a release in full of claims against the County arising out of, or by reason, the work done and materials furnished under this Contract.

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be as set forth in Vendor's Invoice, attached hereto as Attachment A, which is incorporated in its entirety and made a part of this contract. 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 any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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 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 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. 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.

B. 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.

C. 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.

D. 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.

E. 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, and 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 personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. 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. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

10. **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 carriers 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.

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.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

12. **NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party 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 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. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

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

18. **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.

19. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

20. **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.

21. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is effective as of the 20th day of February, 2019.

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 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:

PROPHOENIX CORPORATION

**BY:
TITLE:**

ATTACHMENT A

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: ProPhoenix Corporation

Signed: *Jeffrey Reit* Title: Executive Vice President
Print Name: Jeffrey Reit Date: February 4, 2019

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

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. 19-00925

Pg

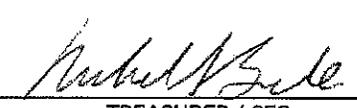
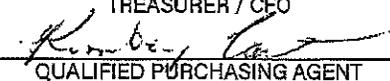
SHIP TO
GLOUC. CO COMMUNICATION CENTER
1200 N. DELSEA DR., BUILDING B
CLAYTON, NJ 08312
856-307-7100

VENDOR
PROPHOENIX CORPORATION
502 PLEASANT VALLEY AVE
SUITE 1
MOORESTOWN, NJ 08057
VENDOR #: PROPHO20

ORDER DATE: 02/01/19
REQUISITION NO: R9-15200
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Phoenix Annual mainenance and Support - CAD, RMS, Mobile, Fire RMS	9-01-25-250-001-20370	175,012.4800	175,012.48
1.00	New Jersey Fire Code - 5 books	9-01-25-250-001-20370	843.2400	843.24
1.00	NJ Dex interface	9-01-25-250-001-20370	3,156.1900	3,156.19
1.00	Google Map subscription	9-01-25-250-001-20370	8,427.0000	8,427.00
1.00	WDA App server licensing	9-01-25-250-001-20370	795.0000	795.00
1.00	ComTekk Toner Interface	9-01-25-250-001-20370	1,987.5000	1,987.50
	Maintenance period 1/1/2019-12/31/19			
	proprietary software			
			TOTAL	190,221.41

CLAIMANT'S CERTIFICATE & 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 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	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	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  TREASURER / CEO  QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING A CONTRACT WITH EVERBRIDGE, INC., FROM
JANUARY 1, 2019 TO DECEMBER 31, 2019 FOR \$49,012.00**

WHEREAS, the County of Gloucester has a need to for computer software and support services for the Mass Notification System; and

WHEREAS, the Gloucester County Office of Emergency Response has recommended that said services be provided by Everbridge, Inc., with offices at 155 North Lake Avenue, Suite 900, Pasadena, California 91101, for the total contract amount of \$49,012.00, from January 1, 2019 to December 31, 2019; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of \$49,012.00, pursuant to CAF #19-00909, which amount shall be charged against budget line item #9-01-25-250-001-20370; and

WHEREAS, the service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract was awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

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 between the County of Gloucester and Everbridge, Inc., for a total contract amount of \$49,012.00, from January 1, 2019 to December 31, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 20, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
EVERBRIDGE, INC.**

THIS CONTRACT is made effective the 20TH day of February, 2019, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **EVERBRIDGE, INC.**, with offices at 155 North Lake Avenue, Suite 900, Pasadena, California 91101, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has a need to for computer software and support services for the Mass Notification System; and

WHEREAS, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; 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 Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. The contract shall be for the period of one year, from January 1, 2019 to December 31, 2019.
2. **COMPENSATION**. Vendor shall be compensated pursuant to Attachment A, attached hereto, in the total contract amount of \$49,012.00.

Vendor shall be paid in accordance with this Contract document upon date 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 Vendor shall be considered a release in full of claims against the County arising out of, or by reason, the work done and materials furnished under this Contract.

3. DUTIES OF PARTIES. The specific duties of the Vendor shall be as set forth in Attachment A, *Everbridge Quotation Number Q-17469*, dated July 18, 2018, which is attached hereto and made a part of this Contract.

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 vendor's proposal.

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 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 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. 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.

B. 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.

C. 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. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the

goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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 carriers 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.

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 either party is prevented from performing this Contract by circumstances beyond its control, then any obligations owing such party to the other party shall be suspended without liability for the period during which the party is so prevented.

11. **NON-WAIVER.** The failure by either party to enforce any particular provision of this Contract, or to act upon a breach of this Contract, the other party shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

12. **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.

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order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

14. **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.

15. **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.

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17. **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.

18. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

19. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is effective as of the 20th day of February, 2019.

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 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:

EVERBRIDGE, INC.

Name:
Title:

ATTACHMENT A



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Jay Jones
Gloucester County, NJ
1200 N Delsea Dr
Clayton NJ 08312-1000
United States
Ph: (856) 307-7915
Fax: (856) 863-5893
Email: jjones@co.gloucester.nj.us

Quote #: Q-17469
Date: 7/18/2018
Expires On: 12/31/2018
Confidential

Salesperson: Matt Severance
Phone:
Email: matt.severance@everbridge.com

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	1/1/2019
Contract End Date:	12/31/2019

Contact Summary:

Household Count:	117,782
Employee Count:	

Qty	Description	Price
1	Mass Notification Pro	USD 49,012.00
1	Everbridge CAD Package	USD 0.00

Pricing Summary:

Year One Fees:	USD 49,012.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 49,012.00

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of ~~Business~~ Entity: Everbridge, Inc.
Signed: *Phillip E. Huff* Title: Chief Accounting Officer
Print Name: Phillip E. Huff Date: January 4, 2019

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than \$17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):

Date	Amount	Recipient's Name
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	NONE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Everbridge, Inc.
Signed: *Phillip E. Huff* Title: Chief Accounting Officer
Print Name: Phillip E. Huff Date: January 4, 2019

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

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. 19-00909

SHIP TO
 Pg GLOUC. CO COMMUNICATION CENTER
 1200 N. DELSEA DR., BUILDING B
 CLAYTON, NJ 08312
 856-307-7100

VENDOR
 VENDOR #. EVERB010
 EVERBRIDGE, INC.
 ATTN: ACCOUNTS RECEIVABLE
 155 NORTH LAKE AVE., SUITE 900
 PASADENA, CA 91101

ORDER DATE: 02/01/19
 REQUISITION NO: R9-15194
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Mass Notification Pro Quote # Q-17469 Approved by resolution Contract on File	9-01-25-250-001-20370 Equipment Svc Maintenance Agreements	49,012.0000	49,012.00
			TOTAL	49,012.00

CLAIMANT'S CERTIFICATE & 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 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	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  TREASURER / CFO
VENDOR SIGN HERE _____ DATE _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	 QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

D-5

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO ACTION UNIFORM CO., LLC, FROM FEBRUARY 3, 2019 TO FEBRUARY 2, 2022, IN AN AMOUNT NOT TO EXCEED \$180,000.00 PER YEAR

WHEREAS, the County, after due notice and advertisement, received sealed bids for the supply and delivery of the uniform components for the Gloucester County Departments of Emergency Response; and

WHEREAS, after following proper public bidding procedure, it was determined that Action Uniform Co., LLC, with offices at 3164 Fire Road, Egg Harbor Township, New Jersey 08234 was the lowest responsive and responsible bidder to perform said services, in an amount not to exceed \$180,000.00 per year, from February 3, 2019 to February 2, 2022, as more specifically described in the bid specifications PD-019-007; and

WHEREAS, bids were publicly received and opened on January 11, 2019; 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 purchase being made and/or services being 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 the contract with Action Uniform Co., LLC, for the supply and delivery of the uniform components for the Gloucester County Departments of Emergency Response, in an amount not to exceed \$180,000.00 per year, from February 3, 2019 to February 2, 2022; 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, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
ACTION UNIFORM CO., LLC
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 20TH day of **February, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **ACTION UNIFORM CO., LLC**, of 3164 Fire Road, Egg Harbor Township, New Jersey 08234, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the supply and delivery of uniform components for the Gloucester County Department of Emergency Response; 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, for a term of three years, from February 3, 2019 to February 2, 2022.
2. **COMPENSATION.** Vendor shall be compensated in an amount not to exceed \$180,000.00 per year, as per PD-019-007.

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-019-007, 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-019-007, 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 20th day of February, 2019.

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:

ACTION UNIFORM CO., LLC

**By:
Title:**

PD 019-007 Bid Opening 01/11/18 10:00am										
SPECIFICATIONS AND PROPOSAL FORM FOR THE SUPPLY AND DELIVERY OF UNIFORM COMPONENTS FOR THE GLOUCESTER COUNTY DEPARTMENTS OF EMERGENCY RESPONSE AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP										
ITEM	DESCRIPTION	PART NUMBER	COLOR	VENDOR:	VENDOR:	VENDOR:	VENDOR:	COST PER EACH	COST PER EACH	
EMT's										
1	Short sleeve uniform shirt-Men's	Eibeco 3319N	French blue	Galls, LLC	American Uniform Sales, Inc.	Some's Uniforms, Inc.	Action Uniform Co.LLC	\$54.25	\$51.83	\$54.00
2	Long sleeve uniform shirt-Men's	Eibeco 319N	French blue	1340 Russell Cave Road	8348 State Road, Unit #6	314 Main Street	3164 Fire Road	\$57.75	\$55.34	\$56.00
3	Short sleeve uniform shirt-Women's	Eibeco 9319LCN	French blue	Lexington, KY 40505	Philadelphia, PA 19136	Hackensack, NJ 07601	Egg Harbor Twp., NJ 08234	\$54.25	\$57.83	\$54.00
4	Long sleeve uniform shirt-Women's	Eibeco 9819LCN	French blue	Michael Wessner, CEO	Michael Oberholtzer, General Mgr.	James Some, Director of Sales	Rick Zelig, President	\$57.75	\$55.34	\$56.00
5	Uniform trousers-Men's	Eibeco E5704R	Midnight navy blue	800-876-4242	215-333-5763	201-843-1199	609-573-5462	\$48.25	\$56.93	\$48.00
6	Uniform trousers-Women's	Eibeco E5714LC	Midnight navy blue	877-914-2557 - Fax	215-333-6640 - Fax	201-843-3014-Fax	609-568-6054 - Fax	\$48.25	\$56.93	\$48.00
7	Uniform Jacket-Outer	Eibeco SH3404						\$219.90	\$166.61	\$219.00
8	Uniform Jacket-Inner	Eibeco SH3504						\$112.25	\$104.93	\$112.00
9	Uniform "Job" Shirt	Eibeco 3370	Midnight navy blue	Reg length-\$70.00; Long Length-\$80.00				\$6.00	\$76.23	\$69.00
10	Wool Cap		Black					\$5.50	\$8.50	\$4.00
11	Uniform Socks		Black					\$18.90	\$12.50	\$18.00
12	Basket weave 1 3/4 inch garrison belt		Black							
	EMT's Total			\$753.05	\$763.05				\$710.97	\$742.00
PST's										
1	Short sleeve uniform polo shirt-Men's	Eibeco K5138	Grey					\$48.00	\$44.08	\$41.00
2	Long sleeve uniform polo shirt-Men's	Eibeco K5148	Grey					\$54.00	\$49.57	\$44.00
3	Short sleeve uniform polo shirt-Women's	Eibeco K5178LC	Grey					\$48.00	\$44.08	\$41.00
4	Long sleeve uniform polo shirt-Women's	Eibeco K5188LC	Grey					\$54.00	\$49.57	\$44.00
5	Short sleeve uniform polo shirt-Men's	Eibeco K5131	Black					\$48.00	\$44.08	\$41.00
6	Long sleeve uniform polo shirt-Men's	Eibeco K5141	Black					\$54.00	\$49.57	\$44.00
7	Short sleeve uniform polo shirt-Women's	Eibeco K5171LC	Black					\$48.00	\$44.08	\$41.00
8	Long sleeve uniform polo shirt-Women's	Eibeco K5181LC	Black					\$54.00	\$49.57	\$44.00
9	Uniform trousers-Men's	Eibeco E5700R	Black					\$48.25	\$57.03	\$44.00
10	Uniform trousers-Women's	Eibeco E5710LC	Black					\$48.25	\$57.03	\$44.00
11	Uniform trousers-Men's	Eibeco E820RN	Black					\$46.00	\$57.03	\$46.00
12	Uniform trousers-Women's	Eibeco E980LC	Black					\$46.00	\$57.03	\$46.00
13	Uniform Jacket-Soft Shell	Eibeco SH3500						\$107.00	\$156.59	\$107.00
14	Uniform "Job" Shirt	Eibeco 3370	Midnight navy blue	Reg Length-\$72.00; Long Length-\$84.00				\$38.00	\$73.71	\$107.00
15	Fleece Jacket	Port Authority F217						\$6.00	\$29.76	\$6.00
16	Wool Cap		Black					\$5.50	\$8.50	\$4.00
17	Uniform Socks		Black					\$18.90	\$12.50	\$4.00
18	Basket weave 1 3/4 inch garrison belt		Black							\$8.00
	PST's Total			\$843.90	\$855.90				\$891.78	\$770.00
	Total EMT's and PST's			\$1596.95	\$1618.95				\$1,602.75	\$1,512.00
	Variations: (if any)			Will deliver 14 business days after measurements are complete.					Substituted items see attached	None

<p>Will you extend your prices to local government entities within the County</p>																		
<p>This is a three (3) year contract.</p>																		
<p>Bid specifications sent to:</p>	<p>M.A.S.E. Concepts Orvia</p>	<p>ABCD Ltd DMI Textiles Elbcco Inc. Delfek</p>	<p>Zotique Towels and Scrubs Susans Religious Articles American Uniform Sales Family Screening Printing & Embroidery</p>	<p>Mag and Son Clothing Prime Vendor</p>														
<p>Based upon the bids received, I recommend Action Uniform, Co. LLC, be awarded the contract as the lowest responsive, responsible bidder.</p>																		

Sincerely,

Kimberly Larter, QPA

F-1

RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS SERVICE PROVIDERS FROM JANUARY 1, 2019 TO DECEMBER 31, 2019

WHEREAS, the County seeks to provide various services to address the diverse needs of the senior population in the County and has requested proposals from interested providers through RFP-19-040, consistent with the authorizing Resolution dated June 27, 2001 for competitive contracts and the terms and provisions of N.J.S.A. 40A:11-4.1 and N.J.A.C. 5:34-4.1; and

WHEREAS, the majority of the funds provided for these Contracts are State Area Plan Grant funds, the amounts of which are listed herein along with any applicable local match and estimated client donation; and

WHEREAS, based on the evaluation of the proposals submitted by the service providers, the Purchasing Department has recommended the awards of contracts as follows:

1. Glassboro Housing Authority for the provision of the Housekeeping for GHA Residents Program (#036) in the amount not to exceed \$52,194.00 (Grant Funds: \$52,094.00 (III B); Estimated Client Donation: \$100.00).
2. South Jersey Legal Services, Inc. to provide a Legal Services Program (#004) for seniors in an amount not to exceed \$11,540.00 (Grant Funds: \$10,000 (III B); Local Private Match: \$1,440.00; Estimated Client Donations: \$100.00).
3. Gloucester County Division of Human Services and Disability Services 115 Budd Boulevard, West Deptford, N.J. 08096, for the provision of the Blind/Visually Impaired Program (#070) in an amount not to exceed \$49,000.00 (Grant Funds \$36,600.00 (SSBG); Local Public Match \$12,200.00; Estimated Client Donations \$200.00);
4. Gloucester County Division of Social Services, for the provision of the Adult Protective Services Program (#065) in an amount not to exceed \$139,374.00 (Grant Funds \$136,904.00 (APS Share); Local Public Match \$2,470.00);
5. Rowan College at Gloucester County, , for the provision of the RSVP Friendly Visitor Focusing on Reading and Writing Program (#081) in an amount not to exceed \$5,620.00 (Grant Funds: \$2,500.00 (III B); Local Public Match: \$3,020.00; Estimated Client Donations: \$100.00).
6. Rowan College at Gloucester County, for the provision of the RSVP Assistance to Wellness Program (#034) in an amount not to exceed \$8,320.00 (Grant Funds: \$5,300.00 (III B); Local Public Match: \$2,920.00; Estimated Client Donations: \$100.00)
7. Rowan College at Gloucester County, for the provision of the RSVP Evidence Based Stress Busting for Family Caregivers (#010) in an amount not to exceed \$24,546.00 (Grant Funds: \$16,394.00 (III D); Local Public Match: \$8,052.00, Estimated Client Donations: \$100.00)
8. Borough of Glassboro for the provision of a Municipal Centers Program (#021) for seniors in an amount not to exceed \$124,100.00 (Grant Funds: \$11,500 (III B); Local Public Match: \$112,500.00; Estimated Client Donations: \$100.00).
9. All About Care LLC for the provision of a Housekeeping / Chore Services Program (#087) in the amount not to exceed \$10,000.00 (Grant Funds: \$10,000.00 (FFP Funds); and

WHEREAS, the Contracts shall be for the period commencing January 1, 2019 and concluding December 31, 2019, and shall be contingent upon grant funding under the Area Plan Grant awarded by the State of New Jersey Department of Human Services Division of Aging Services for the year 2019; and

WHEREAS, the Contracts shall be for estimated units of service and are open-ended which does not obligate the County to make any purchases and, therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is authorized to execute, and the Clerk of the Board is authorized to attest to the Area Plan Grant Contracts including retroactive authority, as applicable, for the period January 1, 2019 to December 31, 2019; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the Contracts, if applicable, and a copy of this Resolution and the Contracts are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The

aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law; and

BE IT FURTHER RESOLVED, that the County Administrator and County Counsel are hereby authorized to negotiate the final terms of the Contracts authorized by this Resolution, if necessary, provided that the Contracts in final form are substantially the same as approved by this Resolution.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 004 DATE 1/1/2019

APPROPRIATION CODE _____

PROJECT LEGAL SERVICES

GRANTEE South Jersey Legal Services Inc.

745 Market Street

Camden, NJ 080102

GRANT AGREEMENT PAGES 1 THROUGH 21

RECEIVED

DEC 18 2018

GLOUCESTER COUNTY PURCHASING

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

INDEX TO PROVISION

GENERAL PROVISIONS OF GRANT AGREEMENT

1. Term of Agreement
2. Compliance
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13. Assignability
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ASSURANCES

ATTACHMENTS: I- Gloucester County Administrative Code to Mandate Minimum Hourly Rates of Pay, And Health Care Benefits For Certain Non-County Employees

ATTACHMENTS A - Scope of Services

B - Approved Budget

**C - Method of Payment and Reporting Requirements
Monitoring Schedule and Limitations of Contract**

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

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.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT "C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THIS CONTRACT MAY BE TERMINATED AS FOLLOWS:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES,

OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

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.

The County may terminate this Contract any time, without cause and for convenience, 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.

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.

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.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, SOUTH JERSEY LEGAL SERVICES INC. SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

**SUPPLEMENTARY PROVISIONS
(PROVISIONS NUMBERED 18 AND FOLLOWING)**

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED THROUGH A GRANT NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, 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 ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO SOUTH JERSEY LEGAL SERVICES INC. FOR THE EVENT OF A LEGAL SERVICES PROGRAM FOR SENIORS ON JANUARY 1, 2019 UNTIL DECEMBER 31, 2019.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.**
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.

- a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
- b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
- c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
- d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

***NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.**

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.
10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.
11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.
12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2019 RFP TO PROVIDE SERVICES THROUGH THE 2019 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 004

The County of Gloucester has implemented a "living wage" resolution to be utilized in all Gloucester County contracts. This was enacted under the Gloucester county administrative code, article, pur-4, purchasing procedures. (Dated august 1, 2001, amended January 2, 2018).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage of \$8.60; currently \$12.90 per hour. **The Gloucester County "Living Wage" is subject to increase in conjunction with any and all Federal and State Minimum Wage increases as they may occur.**

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to paragraph a., of this administrative code section" currently \$3.22 per hour, the total living wage equal to \$16.12 per hour.

A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 004

SCOPE OF SERVICES

In accordance with the ABA Standards for Providers of Civil Legal Services to the Poor, G.C. Legal Service Program will provide legal advice, assistance, and/or representation to the elderly of the county in order to protect and secure their rights.

In fulfilling its obligations, Provider shall provide direct legal services to beneficiaries by means of individual case representation and advice or by impact litigation of class action litigation on issues affecting important rights or benefits of the elderly in accordance with the priorities specified below.

Provider shall provide, or refer to an expert individual or agency for provision, legal service as needed in the following civil matters, in descending order of priority:

1. Protective Services, including priority services of abuse/neglect and representation of ward in involuntary guardianship or conservator ship proceedings.
2. Health Care, including priority services of nursing home/boarding home care & resident rights.
3. Public Benefits, including priority services of Social Security, Supplemental Security Income, Medicaid, Medicare.
4. Housing/Utilities, including priority services of evictions, rent disputes, tenant issues, and utility shut offs.
5. Other Civil Cases, for beneficiaries in the greatest economic and social need, except that legal services shall not be provided in fee-generating cases unless adequate private legal representation is unavailable.

NO CRIMINAL CASE MAY BE TAKEN UNDER THIS GRANT.

Provider shall attempt to serve the target and sub-target populations by addressing topics of concern to them, by making issues of concern to them a program priority, and by conducting legal education programs and outreach at sites which are convenient to them; nursing homes, boarding homes, and, in particular, at the Paulsboro, Woodbury and Glassboro Meal Sites.

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 004

SCOPE OF SERVICES CON'T

Provider shall develop and adhere to written procedures with regard to case acceptance. These written procedures must be established so that a case not having legal merit, even if it falls into a priority issue area would not be automatically accepted. These procedures should determine the circumstances and criteria under which cases are or are not accepted.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

Provider shall develop and adhere to a referral system to govern all referrals to the private bar which should give preference to those providing services free or at a reduced rate.

Provider shall attempt to coordinate its services with Legal Services Corporation recipients located in the service area in order to concentrate legal services funded under this Agreement on older persons with greatest economic or social need.

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 004

SCOPE OF SERVICES CON'T

Provider shall provide other services to beneficiaries as follows:

1. **Community education and training** on the legal rights of older persons to groups of older persons; advocates for older persons; and providers of social services to older persons, including the preparation and distribution of materials to these groups. Provider agrees to give at least one educational program per quarter for seniors attending a congregate meal site or residing in a nursing home or other locations where vulnerable or at-risk seniors would likely be found.
2. **Long-term care ombudsman support**. Provider agrees to coordinate its efforts with the efforts of the Long Term Care Ombudsman's Office.
3. **Information/referral**. Provider shall provide information on, and referrals to, other agencies to assist beneficiaries with non-legal problems, and referrals to the private bar to assist beneficiaries with fee-generating cases. Provider shall adopt a written referral system to govern all referrals to the private bar, which referral system shall give preference to any groups or individuals within the private bar that furnish legal services to older persons on a pro bono or reduced fee basis.

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

4. **Outreach**. The services described in the Scope of Services will be provided at locations that are accessible to the most economically and socially needy beneficiaries, including low-income minority individuals, the homebound, the institutionalized and isolated beneficiaries. Provider shall schedule at least one session per quarter for the purpose of conducting intake interviews at locations such as nursing homes, boarding homes, senior housing projects, etc.

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 004

SCOPE OF SERVICES CON'T

METHODOLOGY FOR PROVISION OF LEGAL SERVICES

South Jersey Legal Services will locate a lawyer in the Gloucester County Division of Senior Services offices at the Budd Boulevard Complex one day per week for three hours. A reduced fee of \$100 will be paid through the Legal Service Program. More in-depth representation will be charged at a reduced rate and will be billed to the Legal Service Program. THERE WILL BE NO CHARGE TO THE CLIENT. However, approval by the Executive Director of the Division of Senior Services will be required for each \$500.00 increment charged to this grant.

Referrals will be made to South Jersey Legal Services by Office on Aging AAA/ADRC staff. Client will then call SJ Legal Services Intake. If a client is unable to come to the office because of a disability, an assigned lawyer will interview them in their home. A SJ Legal Services intake staff member will complete an intake application form to be used to compile the client profile information necessary to complete the PSST reporting requirements of the State of New Jersey.

A lawyer will screen phone calls or in-person appointments from senior citizens requesting legal advice or assistance. While adhering to the established case acceptance procedure, the attorney will take the necessary steps to satisfy the legal needs of the client and will:

1. Immediately address the legal needs of those clients requiring simple advice.
2. Prioritize those cases requiring more in depth service and then:
 - (a) refer to the outside agency or individual that has the expertise needed to address the client's legal problem;
 - (b) refer to a lawyer of South Jersey Legal Services Inc. that has the expertise needed to address the client's legal problem.
 - (c) represent the client personally when they have the expertise needed to address the client's legal problem.

The lawyer will complete a **service provision form** to be used to compile the service profile information necessary to complete the legal service reporting requirements of the State of New Jersey.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 004

SCOPE OF SERVICES

GRANTEE: South Jersey Legal Services Inc.

PROJECT TITLE: Legal Services

POPULATION TO BE SERVED: Residents of the county who are 60 years of age or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider:

42 clients below poverty	(60% of 70)
28 clients low income minority	(40% of 70)
28 clients frail/disabled	(40% of 70)

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:

To provide at least 285 units of Legal Service to a minimum of 70 elderly clients. Clients from the targeted population will receive at least 33% of the 285 units

SERVICE DEFINITION: **SERVICE TAXONOMY:** 325

Legal advice, assistance, and/or representation provided by or under the supervision of a lawyer, in order to protect and secure the rights of older persons

AMOUNT: \$ 11,540.

UNITS OF SERVICE: 233 (Unit = 1 hour)

CLIENT COUNT: 70

UNIT COST: \$ 49.53

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 004

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	11,540	-0-	11,540
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	-0-	-0-	-0-
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	11,540	-0-	11,540
		LESS:	
		Client Income	100
		USDA	-0-
		NET BUDGETED COST	11,440

III B	\$ 10,000	87%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Private	1,440	13%
Client Income	100	0%
TOTAL	\$ 11,540	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 004

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

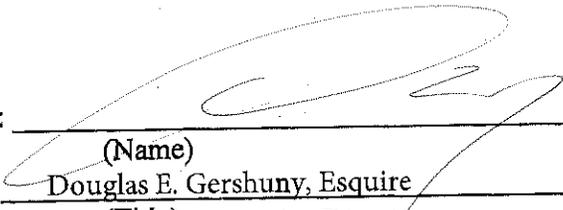
ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED

SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 004 CONSISTS OF 21 PAGES NUMBERED CONSEQUENTLY.

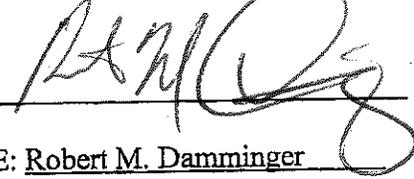
IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE South Jersey Legal Services Inc.
745 Market Street
Camden, NJ 08102

BY:  Date 12/18/2018
(Name)
Douglas E. Gershuny, Esquire
(Title) Executive Director

Denise M. Williams
Sworn to and subscribed before me this 18th day of Dec., 2018
Notary Public of New Jersey
My Commission Expires 1/8/2019
I.D. No: 2159355

GRANTOR:
COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY:  Date _____
NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT is dated this 19 day of December, 2018

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 087 DATE 1/1/2019

APPROPRIATION CODE _____

PROJECT HOUSEKEEPING SERVICE

GRANTEE All About Care, LLC.

435 Mantoloking Road

Brick, N.J. 08723

GRANT AGREEMENT PAGES 1 THROUGH 19

RECEIVED
DEC 21 2018
GLOUCESTER COUNTY PURCHASING

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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GENERAL PROVISIONS OF GRANT AGREEMENT

1. Term of Agreement
2. Compliance
3. Other Funds
4. Scope of Services
5. Compensations
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7. Books & Records
8. Reports and Submissions
9. Travel Expenses
10. Personal Property
11. Unexpended Fund Balances
12. Changes
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ATTACHMENTS: I- Gloucester County Administrative Code to Mandate Minimum Hourly Rates of Pay, And Health Care Benefits For Certain Non-County Employees

A - Scope of Services

B - Approved Budget

C - Method of Payment and Reporting Requirements
Monitoring Schedule and Limitations of Contract

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT HOUSEKEEPING SERVICE

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2019, BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE All About Care, LLC.

870 Mantoloking Road

Brick, N.J. 08723

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2019 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2019.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

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.”

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT " C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT

TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY

PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, ALL ABOUT CARE, LLC. SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED AOA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AOA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, 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 ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO ALL ABOUT CARE, LLC. FOR THE EVENT OF THE HOUSEKEEPING SERVICE PROGRAM FOR SENIORS ON JANUARY 1, 2014 UNTIL DECEMBER 31, 2014.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN, WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 087

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended January 2, 2018).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage of \$8.60; currently \$12.90 per hour. **The Gloucester County "Living Wage" is subject to increase in conjunction with any and all Federal and State Minimum Wage increases as they may occur.**

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$3.22 per hour, the total Living Wage equal to \$16.12 per hour.

A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided.

Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 087

SCOPE OF SERVICES

After determining that services are needed due the fact that there is no family member or other responsible informal caregiver available or capable of providing such services, Housekeeping Service would allow 19 hours of service for those **homebound** seniors 60 and over who are unable to care for their home environment. Under extraordinary cases of exceptional NEED, extensions would be considered. It cannot, however, be used as a weekly accommodation.

The prime requirement is need as determined by a condition detrimental to the health of the client. Age, infirmity, severe disability, bed-fast illness (prolonged), blindness are all possible reasons for the service.

Housekeeping Service includes any combination of the following general, light services necessary to maintain a healthful condition of the living quarters for the client:

- Tidy client's living quarters
- **Sort, wash, dry, fold, store Client's Laundry**
- **Client Meal preparation**
- Monitor personal care and make appropriate referrals
- Assist with personal care

The "Caregiver" will conduct ongoing monitoring to detect changes in the client's condition, and provide referral, if necessary, to establish a linkage with the appropriate agency.

The grantee will reach the low income and minority target populations by networking with other social service providers, through referrals from the Outreach Program and by advertising in locations accessible to the target population. All clients will be from the frail or disabled target population. Doctors, hospitals or other medical sources will refer most.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 087

SCOPE OF SERVICES

GRANTEE: All About Care, LLC.

PROJECT TITLE: Housekeeping Service

POPULATION TO BE SERVED: Residents of the county who are 60 years or older who are ill or infirm. A concerted effort will be made to target the low- income minority population in at least the same proportion of older individuals of the area served by the provider

10 Total clients	
5 clients low-income	(50% of 10)
5 clients minority	(50% of 10)
10 clients frail/disabled	(100% of 10)
9 clients vulnerable	(90% of 10)

SERVICE AREA: The entire geographical area of Gloucester County, attempting to target, identify, assess, and service those consumers eligible for services.

OBJECTIVE:

To provide basic routine housekeeping service for the ill, infirm elderly.

SERVICE DEFINITION:

SERVICE TAXONOMY: 212

A service provided by a volunteer or paid staff person for routine basic upkeep and management of homes, for the purpose of enabling older persons to maintain themselves in their place of residence by removing housekeeping barriers. Determining that services are needed due to the fact that there is no family member or other responsible informal caregiver available or capable of providing such services.

AMOUNT: \$10,000.

UNITS OF SERVICE: 475 Unit = 1 hour

CLIENT COUNT: 10

UNIT COST: \$ 21.05

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 087

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	10,000.	-0-	10,000.
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	10,000.	-0-	10,000.
<u>LESS:</u>			
		Client Income	-0-
		Grantee Match	-0-
		NET BUDGETED	
		COST	\$10,000.

FFP Funds	\$10,000.	100%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Grantee Match	-0-	-0-%
Client Income	-0-	-0%
TOTAL	\$10,000.	100%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 087

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I)** OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), *THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.*
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), *THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.*
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), *THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING*

SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

***NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.**
8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.

11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2019 RFP TO PROVIDE SERVICES THROUGH THE 2019 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 087 CONSISTS OF 19 PAGES NUMBERED
CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE All About Care, LLC.

435 Mantoloking Road

Brick, N.J. 08723

BY:  Date 12/18/18
(Name) EVELYN DANIELS
MANAGING MEMBER.
(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY:  Date _____
NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:


CLERK OF THE BOARD

THIS AGREEMENT dated this 27 day of December, 2018.



ALLABOU-01

MKOEHNE

CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YYYY)
12/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Stanton Insurance Group 60 Berlin Road Cherry Hill, NJ 08034	CONTACT NAME: PHONE (A/C, No, Ext): (856) 795-7500 FAX (A/C, No): (856) 795-9877 E-MAIL ADDRESS: cstanton@SIGprotection.com
	INSURER(S) AFFORDING COVERAGE
INSURED All About Care LLC 435 Mantoloking Road Brick, NJ 08723	INSURER A: General Star Indemnity
	INSURER B: Wesco Insurance Co
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PER SUBJECT <input type="checkbox"/> LOC OTHER:		IJA350646	6/23/2018	8/23/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WNC3322947	12/27/2017	12/27/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Prof. Liability		IJA350646	6/23/2018	6/23/2019	Occ 1,000,000 / Agg 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

County of Gloucester
 Board of Chosen Freeholders
 It's Department & Agencies et al
 P.O. Box 337
 Woodbury, NJ 08096

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Michael M. Koehne

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 081 DATE 1/1/2019

APPROPRIATION CODE _____

PROJECT Friendly Visitor focusing on Reading & Writing Program

GRANTEE Rowan College at Gloucester County

R.S.V.P. SENIOR CORPS/COMMUNITY SERVICE CORPS PROGRAM

115 Budd Boulevard (Program office space location)

West Deptford, NJ 08096

GRANT AGREEMENT PAGES 1 THROUGH 17

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GLOUCESTER COUNTY PURCHASING

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

GRANT AGREEMENT

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**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT Friendly Visitor focusing on Reading & Writing

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2019 BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Rowan College at Gloucester County
R.S.V.P. Senior Corps/Community Service Corps Program
1400 Tanyard Road
Sewell, NJ 08080

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2019 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2019.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

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.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT "C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAN ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT

THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

- (C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;
- (D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;
- (E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;
- (F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;
- (G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;
- (H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;
- (I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, ROWAN COLLEGE AT GLOUCESTER COUNTY SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.

B. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AOA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.

C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AOA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, 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 ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE ROWAN COLLEGE AT GLOUCESTER COUNTY R.S.V.P. PROGRAM FOR THE EVENT OF FRIENDLY VISITING READING AND WRITING PROGRAM FOR SENIORS ON JANUARY 1, 2019 UNTIL DECEMBER 31, 2019.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDED OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE

PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.

4. *PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.*
5. *PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.*
6. *EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.*
7. *FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.*
 - a. *PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.*
 - b. *IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.*
 - c. *SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.*
 - d. *ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.*

**NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.*
8. *IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND*

POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.

9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.
10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.
11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.
12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2019 RFP TO PROVIDE SERVICES THROUGH THE 2019 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT

TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 081

SCOPE OF SERVICES

VOLUNTEER ACTIVITIES: R.S.V.P. will conduct the following Friendly visits reassurance telephone calls to 30 isolated and homebound senior residents.

Assistance in reading and writing, and client referrals.

Participants: 30 Gloucester County residents from targeted segments of society, such as homebound, isolated, and vulnerable seniors.

Participant outcomes: Data collection to determine long term accomplishments and impact, as well as, referrals and satisfaction.

Reporting: Quarterly reports to be completed in a timely fashion with supporting documentation available upon request.

The anticipated number of clients to receive friendly visitor assistance through R.S.V.P. for grant year 2019 will be 30 seniors. The priority groups will be the impoverished, minority, frail, and vulnerable seniors residing in Gloucester County.

Volunteers will be covered by R.S.V.P. insurance and receive mileage for these visits.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 081

SCOPE OF SERVICES

GRANTEE: Rowan College at Gloucester County - Retired & Senior Volunteer Program

PROJECT TITLE: Friendly Visitor focusing on Reading & Writing

POPULATION TO BE SERVED: Residents of the county who are 60 years or older. A concerted effort will be made to target the low- income minority population in at least the same proportion of older individuals of the area served by the provider

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE: To provide 15 friendly visitors to administer reading / writing assistance to 30 Gloucester County isolated and homebound seniors. This program will be facilitated to promote self-improvement, enhancement of the quality of life, and improvement of self-care, advocacy, protection, and dignity.

SERVICE DEFINITIONS:

SERVICE TAXONOMY: 209

Friendly Visiting 209: An organized service that provides regular visits to socially and/or geographically isolated older individuals for purposes of providing companionship and social contact.

Amount: \$5,620.00

UNITS OF SERVICE:

1124 (unit = each visit)

CLIENT COUNT:

30

UNIT COST:

\$5.00 (per contact)

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 081

	CASH	IN-KIND	TOTAL
Personnel	- 0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	\$3,020	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	\$2,600.	-0-	-0-
TOTAL BUDGET COST	\$2,600.	\$3,020	\$5,620
		LESS:	
		Client Income	100
		USDA	-0-
		NET BUDGETED COST	\$5,520

III B	\$ 2,500	44%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-
Local Public	\$3,020	54%
Client Income	100	2%
TOTAL	\$ 5,620	100 %

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 081

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

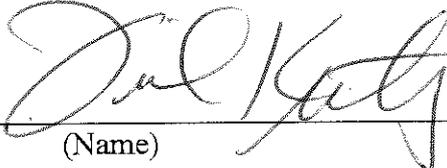
CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

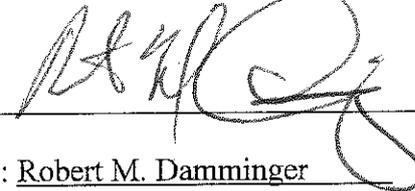
THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 081 CONSISTS OF 17 PAGES NUMBERED
CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Rowan College at Gloucester County
1400 Tanyard Road
Sewell, NJ 08080

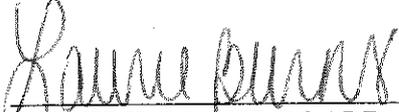
BY:  Date 12/18/18
(Name)
PRESIDENT
(Title)

GRANTOR:
COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY:  Date _____
NAME: Robert M. Damminger

TITLE DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:


CLERK OF THE BOARD

THIS AGREEMENT made on this 27 day of December, 2018

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES

(Area Agency on Aging)

INTER-AGENCY/DEPARTMENTAL AGREEMENT

AGREEMENT NUMBER 070 DATE 1/1/2019

APPROPRIATION CODE _____

PROJECT BLIND/VISUALLY IMPAIRED PROGRAM

GRANTEE:

Gloucester County Division of Human and Disability Services

115 Budd Boulevard

West Deptford, NJ 08096

INTER-AGENCY/DEPARTMENTAL AGREEMENT PAGES 1 THROUGH 10

RECEIVED

DEC 18 2018

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GLOUCESTER COUNTY DIVISION OF SENIOR SERVICES
(Area Agency on Aging)

**INTER-AGENCY/DEPARTMENTAL AGREEMENT
GENERAL PROVISIONS**

The Gloucester County Division of Senior Services (Area Agency on Aging)
and the

Gloucester County Division of Human and Disability Services

agree to the terms outlined within the "Scope of Services-Attachment A, the "Approved Budget-Attachment B", the "Method of Monitoring, and Reports Required-Attachment C", and the following:

The program shall be administered in accordance and consistent with the Code of Federal Regulations, Administration of Grants, Title 45, Part 74.

The program must give preference to those with greatest economic or social need. Service providers may use methods such as locations of services and specialization in the types of services most needed by these groups to meet this requirement. No service provider may use a means test.

Each client must be given an opportunity to contribute to the service being provided. All contributions must be accounted for and must be used by the service provider for the expansion of the service.

Any books, reports, pamphlets, papers or articles receiving support under Title III must contain an acknowledgement of that support.

A sign shall be displayed in all facilities used by, or in conjunction with, the program stating that the program is funded by Title III of the Older Americans Act, as amended, through a grant by the State of New Jersey Department of Human Services.

The budget in this agreement means the approved financial plan to carry out the purpose of the agreement. This plan is the financial expression of the program as approved during the budget application.

The program agrees to produce programmatic and fiscal reports to the Division of Senior Services within the required time frame. It is understood that submission of programmatic and fiscal reports are required as a prerequisite of continued funding.

The Division of Senior Services may request changes, which are mutually agreed upon, in the "Scope of Services-Attachment A" to be performed hereunder. Revisions

and modifications of this contract may be requested by the project and approved by the Division of Senior Services in writing. The program shall inform the Division of Senior Services of any conditions, which affect the program objectives as soon as they become known.

The Division of Senior Services shall monitor the program to assure that the "Scope of Services-Attachment A" is being satisfactorily met. This monitoring may include unannounced visitation, inspections and audits. The program agrees to make available to the Division of Senior Services any pertinent accounting records, books, documents or papers as may be necessary to monitor and audit the program's operations.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A sign shall be displayed in all facilities used by or in conjunction with the program stating the grievance policy and procedures.

Funding for the program for the duration of the agreement period is contingent upon continued funding of the Division of Senior Services from federal, state, and local sources, and is subject to termination if the Division of Senior Services loses funding from these sources.

The program may incur costs only during the period set forth below as the term of the agreement. Expenditures made before or after these dates shall be disallowed. Funds obligated but not disbursed at the end of this contract period shall be liquidated as soon as possible after the close of the contract period. Within 30 days after completion of final audits, all unexpended funds shall be returned to the county Division of Senior Services.

This agreement shall be effective as of the 1st day of **January, 2019** and shall terminate no later than the 31st day of **December, 2019**.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 070

SCOPE OF SERVICES

Blind/Visually Impaired Program addresses the need for adequate emotional adjustment and skills required to maintain independent functioning among eligible blind or visually impaired persons in Gloucester County. Counseling and case management services will be provided by a social worker in the client's home or the agency's office. Support activities in the form of seminars and a peer-counseling telephone program assist this program.

Supportive counseling allows a client to enhance their problem-solving ability, strengthen their ability to cope and adapt new attitudes and ways of performing activities of daily living which assist in adjustment to loss of sight. These factors have a positive effect on a client's ability to continue to live independently in the community. In addition, supportive counseling may be necessary for family members who are also struggling with their own adjustment issues regarding their loved one's loss of sight. As a result, the family member can become more beneficial in the ways he/she assists the client.

Care management services, also provided by the social worker, link clients with other appropriate community services and include follow-up to insure that the client receives these services.

The social worker will also be making weekly phone calls to the most isolated and vulnerable clients. This call checks on the mental and physical status of the individual as well as providing some social interaction.

SERVICE COMPONENTS of Care Management, as defined by the State Taxonomy:
Service activities should include:

- Completing a comprehensive evaluation or assessment to determine an individual's functional status.
- Determining the most appropriate type of counseling.
- Providing guidance in areas such as retirement planning, financial management, mediation, employment assistance or other types of informal counseling services.
- In the absence of a Housing Assistant, guidance in housing options such as Home sharing/Matching, reverse mortgage and other housing options.
- Providing information about other programs and services for which the client may be eligible and referring the client to proper services as necessary.
- Maintaining accurate client records describing the situation, counseling provided, and results achieved.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

**ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 070
SCOPE OF SERVICES**

GRANTEE: Gloucester County Division of Human and Disability Services

PROJECT TITLE: Blind/Visually Impaired Program

POPULATION TO BE SERVED: Blind or visually impaired county residents age 60 years or older with concerted efforts to target low income minority population in at least the same proportion as found in the population of older individuals of Gloucester County.

17 clients (at or below 100% poverty level) of which 7 are minority.
8 clients vulnerable (16% of 50)
50 clients frail/disabled (100.00% of 50)
9 clients low income minority (18% of 50)

SERVICE AREA: All of Gloucester County

OBJECTIVE: To provide supportive counseling and case management services to blind/visually impaired clients to improve their coping skills, problem solving techniques and develop a more positive outlook toward sight loss.

**SERVICE DEFINITION: SERVICE TAXONOMY: 105, 329, 212
Care Management – (105) The development of a coherent care plan for arranging and coordinating the delivery of multiple services to vulnerable and/or functionally impaired older individuals. Unit = 1/2 hr**

Supportive Counseling- (329) - Services designed to assist older persons by advising them or providing them with specific information so that they can make appropriate decisions and/or choices in the arrangement for or delivery of needed services. Unit = 1hr

Housekeeping – (212) A service provided by a volunteer or paid staff person for routine basic upkeep and management of homes, for the purpose of enabling older persons to maintain themselves in their place of residence by removing housekeeping barriers. Determining that services are needed due to the fact that there is no family member or other responsible informal caregiver available or capable of providing such services.
Unit = 1 hr

<u>AMOUNT:</u>	<u>*329</u> \$ 23,440	<u>*105</u> \$23,440	<u>212</u> \$2,120	<u>Total</u> \$49,000
<u>UNITS OF SERVICE:</u>	341	681	94	
<u>CLIENT COUNT:</u>	50	50	10	
<u>UNIT COST:</u>	\$68.74	\$34.42	\$ 22.55	

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 070

	CASH	IN-KIND	TOTAL
Personnel	\$43,990	-0-	\$43,990
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	400	-0-	400
Equipment	-0-	-0-	-0-
Other	4,610	-0-	4,610
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	\$49,000	-0-	\$49,000
<u>LESS:</u>		Client Income	200
		USDA	-0-
		NET BUDGETED	\$ 48,800
		COST	

SSBG	\$ 36,600	75 %
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Public	\$ 12,200	25 %
Client Income	\$ 200	-0-
TOTAL	\$ 49,000	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO AGREEMENT NUMBER 070

METHOD OF MONITORING AND REPORTS REQUIRED

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2019 RFP TO PROVIDE SERVICES THROUGH THE 2019 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**

5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.**
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.
***NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.**
8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR

THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR
COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.

11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 070 CONSISTS OF 10 PAGES NUMBERED
CONSEQUENTLY.

GRANTEE Gloucester County Division of Human and Disability Services

115 Budd Boulevard

West Deptford, NJ 08096

BY: *Sam A. Army* Date 12/18/18
TITLE: Director

FUNDING AGENCY

AREA AGENCY ON AGING: Gloucester County Division of Senior Services

BY: *Sam A. Army* Date 12/18/18
TITLE: Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: *Robert M. Damminger* Date _____
NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

Kaune Burns
CLERK OF THE BOARD

THIS AGREEMENT is dated this 19 day of December, 2018

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
INTER-AGENCY/DEPARTMENTAL AGREEMENT

GRANT AGREEMENT NUMBER 065 DATE 1/1/2019

APPROPRIATION CODE _____

PROJECT Adult Protective Services (APS)

GRANTEE Gloucester County Division of Social Services

400 Hollydell Drive

Sewell, NJ 08080

GRANT AGREEMENT PAGES 1 THROUGH 18

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DEC 21 2018

GLOUCESTER COUNTY PURCHASING

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS**

GRANT AGREEMENT

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GENERAL PROVISIONS OF GRANT AGREEMENT

1. Term of Agreement
2. Compliance
3. Other Funds
4. Scope of Services
5. Compensations
6. Method of Payment
7. Books & Records
8. Reports and Submissions
9. Travel Expenses
10. Personal Property
11. Unexpended Fund Balances
12. Changes
13. Assignability
14. Discrimination Prohibited
15. Availability of Funds
16. Termination
17. Insurance

SUPPLEMENTARY PROVISIONS

18.thru 22

ASSURANCES

ATTACHMENTS A - Scope of Services

B - Approved Budget

C - Method of Payment and Reporting Requirements
Monitoring Schedule and Limitations of Contract

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT: ADULT PROTECTIVE SERVICES (APS)

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2019,

BY AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Gloucester County Division of Social Services

400 Hollydell Drive

Sewell, NJ 08080

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2019 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2019.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM. 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."

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT " C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY

PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:
- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
 - B. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
 - C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.
19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.
20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, 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 ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES FOR THE ADULT PROTECTIVE SERVICES PROGRAM FOR SENIORS ON JANUARY 1, 2019 UNTIL DECEMBER 31, 2019.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDED OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF

THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION.
SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:

- a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I)** OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), *THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.*
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), *THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.*
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), *THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.*
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
- a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**

- c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
- d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

***NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.**

- 8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
- 9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.
- 10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.
- 11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.
- 12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 065

SCOPE OF SERVICES

Service Requirements for Providers

ADULT PROTECTIVE SERVICES (APS) grantee shall provide or arrange for the provision of voluntary or court-ordered social, legal, financial, medical or psychiatric services as are necessary to safeguard the rights and resources of vulnerable adults (age 18 years and above) and to protect vulnerable adults from abuse, neglect, and exploitation in accordance with the requirements of the Adult Protective Services Act, any regulations promulgated pursuant thereto, and the terms and provision of this agreement.

Protective services shall include, but not be limited to:

- evaluating the need for services;
- providing or arranging for appropriate services;
- obtaining financial benefits to which a person is entitled;
- arranging for guardianship;
- other legal actions;
- the establishment and maintenance of an emergency cash fund for special client needs such as:
 1. medical expenses not reimbursable under other programs;
 2. environmental modifications necessary for safety;
 3. special house cleaning and extermination services;
 4. transportation expenses not reimbursable under other programs;
 5. and temporary housing for a period not to exceed six months

The following services may also be provided by the grantee, but are not required. They include:

- use of physician, nurse, or psychiatric consultant(s) for functional assessments;
- after hours phone coverage for emergencies

The grantee shall maintain a minimum working day of seven hours in order to receive reports of abuse, neglect, and exploitation except on weekends and holidays.

Referrals shall be evaluated by the grantee's Adult Protective Services worker(s) directly and not through a subcontract.

Protective services should be used as a **short-term** intervention for a client's situation. If necessary, at the resolution of the crisis, a referral for long-term care management should be made to the appropriate agency.

Administrative Responsibilities

The grantee shall provide Division representatives with timely access to all files, materials, and records reasonably related to compliance with the requirements contained herein to enable such representatives to carry out their monitoring responsibilities.

The grantee shall submit a completed Client Registration Form (APS-2) for each referral accepted by the grantee with 30 days following the end of the month in which the referral was received. A completed Client Termination Form (APS-3) shall be submitted to the State Coordinator, Adult Protective Services Program, Division of Senior Affairs, for each client terminated from services within 30 days following the end of the month in which the case was closed. The Adult Protective Services Transmittal Form (APS-4) shall serve as a cover document for the Client Registration and Client Termination Forms being forwarded.

The grantee shall maintain accurate fiscal records regarding program expenditures as provided or in this agreement. The grantee shall submit fiscal and program information as may be deemed necessary by the Division to maintain accountability.

All records and communications pertaining to any report, evaluation, or service provided in the Adult Protective Services Program shall be confidential. All third party information, together with the identity of reporters, witnesses and adults allegedly in need of protective services shall be confidential, except disclosures which may be necessary to enable the grantee to perform its duties and to support any findings that may result from the evaluation of a report. All grantee staff, aides, volunteers and students shall maintain confidentiality in all matters pertaining to the APS Program. Information may only be released when:

1. The disclosure of information is necessary for the Adult Protective Services provider to perform its responsibilities as set forth in regulation;
or
2. court of competent jurisdiction directs disclosure.

The grantee shall establish a system to ensure the security of confidential information concerning clients and others. A confidential system shall be required for both written and computer files.

Staffing - Minimum Standard

The grantee shall ensure that staff engaged in carrying out the mandates of the Adult Protective Services Program meets the following standards:

- Possession of a bachelor's degree from an accredited college or university or graduation as a registered nurse from an accredited institution.
- Experience in social services may be substituted on a year-by-year basis for a college or university degree.

- Completion of the 90-hour mandatory basic training program offered by the Division.

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 065

SCOPE OF SERVICES

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2019 RFP TO PROVIDE SERVICES THROUGH THE 2019 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

A sign shall be displayed in all facilities used by or in conjunction with the program stating the grievance policy and procedures.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 065

SCOPE OF SERVICES

GRANTEE: Gloucester County Division of Social Services

PROJECT TITLE: Adult Protective Services (APS)

POPULATION TO BE SERVED: Vulnerable Adults, age 18 years and above, who reside in Gloucester County in a community setting, who are subject to abuse, neglect or exploitation and due to mental or physical disabilities lack sufficient understanding or capacity to make and/or carry out decisions concerning their well-being

SERVICE AREA: Gloucester County with a concerted effort to serve areas where low income minority population may be located.

OBJECTIVE: To provide or arrange for the provision of voluntary or court ordered social, legal, financial, medical, or psychiatric services as are necessary to safeguard the rights and resources of vulnerable adults and to protect vulnerable adults from abuse, neglect, and exploitation in accordance with the requirements of the Adult Protective Services Act.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 324

Voluntary or court ordered social, legal, financial, medical, or psychiatric services as are necessary to safeguard the rights and resources of vulnerable adults and to protect vulnerable adults from abuse, neglect, and exploitation.

Units of Service = Contact

AMOUNT: \$139,374.

UNITS OF SERVICE: 3000 (UNIT= EACH CONTACT)

CLIENT COUNT: 150

UNIT COST: \$ 46.46

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 065

	CASH	IN-KIND	TOTAL
Personnel	\$103,054	-0-	\$103,054
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	\$36,320	-0-	\$36,320.
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	\$139,374.	-0-	\$139,374.
 <u>LESS:</u>			
		Client Income	\$2,470.
		USDA	-0-
		NET BUDGETED COST	\$136,904.

Federal Share	-0-	-0-%
APS Share	\$136,904	98 %
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	\$2,470.	2%
TOTAL	\$ 139,374.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 065

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 065 CONSISTS OF 18 PAGES NUMBERED
CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Gloucester County Division of Social Services

400 Hollydell Drive

Sewell, NJ 08080

BY: Rin Jang Date 12/17/18
(Name)
DIRECTOR
(Title)

FUNDING AGENCY

**AREA AGENCY ON AGING: DEPARTMENT OF HEALTH AND HUMAN
SERVICES, DIVISION OF SENIOR SERVICES.**

BY: Leo M. ... Date 12/17/2018

TITLE : Executive Director

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: [Signature] Date _____
NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

[Signature]
CLERK OF THE BOARD

THIS AGREEMENT dated this 27 day of December, 2018.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 036 DATE 1/1/2019

APPROPRIATION CODE _____

PROJECT GHA HOME SUPPORT

GRANTEE Glassboro Housing Authority

181 Delsea Manor Drive

Glassboro, NJ 08028

GRANT AGREEMENT PAGES 1 THROUGH 18

RECEIVED

DEC 31 2018

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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17. Insurance

SUPPLEMENTARY PROVISIONS

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ASSURANCES

ATTACHMENTS: I- Gloucester County Administrative Code to Mandate Minimum Hourly Rates of Pay, And Health Care Benefits For Certain Non-County Employees

A - Scope of Services

B - Approved Budget

C - Method of Payment and Reporting Requirements
Monitoring Schedule and Limitations of Contract

THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

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."

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.
8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT " C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.
9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.
10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.
11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS

AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY

THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE GLASSBORO HOUSING AUTHORITY SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED THROUGH A GRANT BY NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, 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 ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL AND STATE FUNDING FOR THE AREA PLAN.

22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GLASSBORO HOUSING AUTHORITY FOR THE EVENT OF THE G.H.A HOME SUPPORT PROGRAM FOR SENIORS ON JANUARY 1, 2016 UNTIL DECEMBER 31, 2016

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE

UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

- c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I)** OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), *THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.*
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), *THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.*
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), *THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.*
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

***NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.**

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.
10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.
11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.
12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2019 RFP TO PROVIDE SERVICES THROUGH THE 2019 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

LIVING WAGE AGREEMENT, GRANT NUMBER - 036

The County of Gloucester has implemented a "living wage" resolution to be utilized in all Gloucester County contracts. This was enacted under the Gloucester county administrative code, article, pur-4, purchasing procedures. (Dated august 1, 2001, amended January 2, 2018).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less

than one and one half times the State of New Jersey minimum wage of \$8.60; currently \$12.90 per hour. **The Gloucester County "Living Wage" is subject to increase in conjunction with any and all Federal and State Minimum Wage increases as they may occur.**

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to paragraph a., of this administrative code section" currently \$3.22 per hour, the total living wage equal to \$16.12 per hour.

A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations. Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement. These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 036

SCOPE OF SERVICES

GHA Home Support will provide services to preserve and strengthen the daily life of senior citizens who reside in Glassboro Housing Authority Developments. A large number of these residents are low income, minority, frail and/or disabled. Many are chronically ill, physically handicapped, emotionally disturbed, and temporarily incapacitated.

Services will be provided Monday through Friday, 8:30 a.m. to 4:30 p.m. and after hours on an emergency basis by the Social Services Department. The Service Coordinator (Tenant Relations Assistant) and two (2) Home Service Workers will provide care management and housekeeping services.

Service delivery will include supplementary care by taking over some of the general household management duties as the situation necessitates, such as meal preparation, shopping, laundry, light cleaning, and coordination of health services. Housekeeping services will be provided in a manner to ensure that the primary management responsibility for the home remains with the individual being served. A care plan will be developed, implemented, and monitored and the extent of the level of care determined as minimal, moderate or extensive based on the assessment conducted for each client.

The staff will link tenants with the resources available in the County and State in order to maintain and improve their health and well-being. Interpreters are obtained from Rowan College and the Farm Workers Association when needed. Social service field officers are located at each site making transportation unnecessary. The program workers make regularly scheduled home visits to serve clients and to update assessments.

A combination of evaluation methods will be used to assess program objectives including:

- Statistical charts, showing number of persons serviced in each stated service components.
- Individual client case records provide progress information.
- Written questionnaires and in-person interviews will be conducted.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 036
SCOPE OF SERVICES**

GRANTEE: Glassboro Housing Authority

PROJECT TITLE: GHA HOME SUPPORT

POPULATION TO BE SERVED: Residents of one of the Glassboro Housing Authority public housing developments age 60 years or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider.

SERVICE AREA: Glassboro Housing Authority public housing developments in Gloucester County

OBJECTIVE: To provide Housekeeping & Home Support services to preserve and strengthen the daily life of senior citizens who reside in Glassboro Housing Authority Developments.

SERVICE DEFINITION:

SERVICE TAXONOMY: 212

Housekeeping -A service provided by a volunteer or paid staff person for routine basic upkeep and management of homes, for the purpose of enabling older persons to maintain themselves in their place of residence by removing housekeeping barriers. Determining that services are needed due to the fact that there is no family member or other responsible informal caregiver available or capable of providing such services.

AMOUNT: \$ 52,194
UNITS OF SERVICE: 2281 (unit= hour)
CLIENT COUNT: 85
UNIT COST PER HOUR: 22.88

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 036

	CASH	IN-KIND	TOTAL
Personnel	52,094	-0-	52,094
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	100	-0-	-0-
Indirect Cost	-0-	-0-	100
			-0-

TOTAL BUDGET COST	52,194	-0-	52,194
LESS:			
	Client Income		100
	USDA		-0-
	NET BUDGETED COST		\$ 52,094

III B	\$ 52,094	100%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Client Income	100	-0-%
TOTAL	\$ 52,194	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 036

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE OR FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER THE AREA PLAN, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS WILL SUBMIT A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

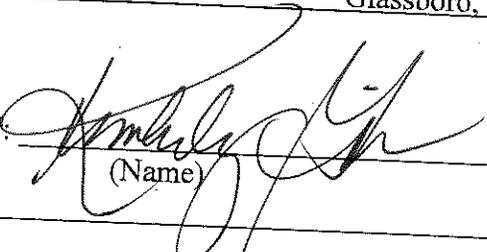
THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 036 CONSISTS OF 18 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Glassboro Housing Authority

181 Delsea Manor Drive

Glassboro, NJ 08028

BY: 
(Name)

Date 12/27/18

(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY:  Date 1/23/19

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:


CLERK OF THE BOARD

THIS AGREEMENT made on this 23 day of January,
2019.

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

**PROJECT ASSISTANCE TO R.S.V.P. SENIOR CORPS/COMMUNITY
SERVICE CORPS WELLNESS PROGRAM**

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan 034

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2019 BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Rowan College at Gloucester County

1400 Tanyard Road

Sewell, NJ 08080

RECEIVED

DEC 20 2018

HEREINAFTER REFERRED TO AS THE "GRANTEE" WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2019 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2019.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER,

THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

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.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT "C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY,

ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973,
AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF

INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE GLOUCESTER COUNTY COLLEGE SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED A_oA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT A_oA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, 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 ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GLOUCESTER COUNTY COLLEGE FOR THE EVENT OF THE RETIRED AND SENIOR VOLUNTEER PROGRAM (R.S.V.P.) WELLNESS PROGRAM FOR SENIORS ON JANUARY 1, 2019 UNTIL DECEMBER 31, 2019.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH

THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING.

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING**

SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

***NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.**
8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR

THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR
COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD
RETENTION AND CLIENT CONTRIBUTION POLICIES.

11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT
ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY
AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO
MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON
REQUEST.

LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY
EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE
PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE
PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED.
SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF
SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST
NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE
PROVIDER MAY USE A MEANS TEST.

CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT
MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE
BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND
MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE
SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE
RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS
POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2019 RFP
TO PROVIDE SERVICES THROUGH THE 2019 AREA PLAN CONTRACT. THE
UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT
TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS
SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 034

SCOPE OF SERVICES

VOLUNTEER ACTIVITIES:

Volunteers in RSVP can be trained in various programs to augment staff so more clients could be serviced by the programs. Volunteers work in stations needing training, i.e.:

Meal Sites - serving food, cleaning up after the meal, taking reservations

Libraries - checking books in and out, shelving books, answering phones, cataloging

Schools - Teacher's Aide for reading, math (CED), research assistant, helping children who have difficulties, after school hobby classes

Children's Agencies - Teacher's Aide, crafts, helping prepare meals, clerical duties

Hospitals - working in Admissions, in-take in Emergency, gift shop attendants, mail delivery

Counseling Agencies - hotline, women's services, men's services, transporting patients, serving refreshments

Senior Agencies & Homes - shop for and visit senior patients, deliver meals to the housebound, clerical, read to clients, write letters for clients

Volunteers in the Serv-A-Tray Program are reimbursed for travel within the program. This grant will reimburse other volunteers when their station of service warrants it.

The value of the service performed by volunteers is a commodity highly valued and therefore, there is an annual recognition luncheon where awards are presented.

WELLNESS:

There will be a series of workshops with an average of 30 participants at each. Topics will include information on health insurance, diet, medications, productive use of leisure time as well as exercise instruction by trained volunteers. Workshops will be held throughout the county at sites of convenience for low income minority individuals.

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 034

SCOPE OF SERVICES

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURE.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 034

SCOPE OF SERVICES

GRANTEE: Rowan College at Gloucester County

PROJECT TITLE: Assistance to RSVP Senior Corps/ Community Service Corps Wellness Program.

POPULATION TO BE SERVED: Residents of the county who are 60 years or older. RSVP, includes those who volunteer their services for Wellness Education, and those attending the prescribed workshops for the program. A concerted effort will be made to target the low income minority population in at least the same proportion of older individuals of the area served by the provider.

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:

One hour Courses / Workshops for Wellness conducted by trained volunteers for 250 clients to total 250 hours of Education.

SERVICE DEFINITION:

SERVICE TAXONOMY: 331

Formally structured classes, lectures or seminars which provide older persons and/or their caregivers with opportunities to acquire knowledge and skills suited to their interests.

AMOUNT: \$8,320

UNITS OF SERVICE: 278 (unit=1 hour)

CLIENT COUNT: 278

UNIT COST: \$ 29.93

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 034

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	2,920	2,920
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	5,400.	-0-	5,400.
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	5,400.	2,920	8,320.
LESS:		Client Income	100
		USDA	-0-
		NET BUDGETED	
		COST	8,220

III B	\$5,300	64%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	\$2,920	35%
Client Income	\$100	1%
TOTAL	\$ 8,320	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 034

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

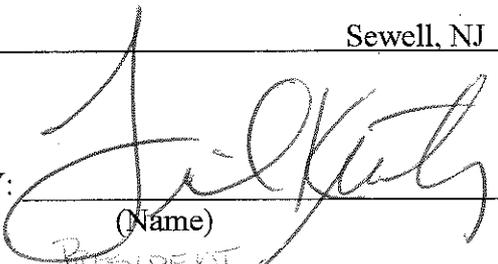
CLIENT SURVEY

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

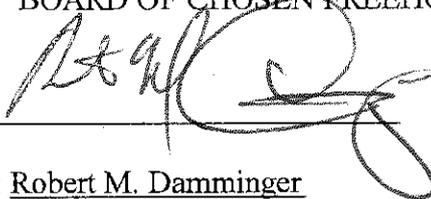
THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 034 CONSISTS OF 18 PAGES NUMBERED
CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Rowan College at Gloucester County
1400 Tanyard Road
Sewell, NJ 08080

BY: 
(Name)
PRESIDENT
(Title) Date 12/18/18

GRANTOR:
COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY:  Date _____
NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT made on this 27 day of December,
2018.

R.374-18

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GRANT AGREEMENT

GRANT AGREEMENT NUMBER 021 DATE 1/1/2019

APPROPRIATION CODE _____

PROJECT ASSISTANCE TO MUNICIPAL CENTERS

GRANTEE Borough of Glassboro

1 South Main Street

Glassboro, NJ 08028

GRANT AGREEMENT PAGES 1 THROUGH 17

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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9. Travel Expenses
10. Personal Property
11. Unexpended Fund Balances
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15. Availability of Funds
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B - Approved Budget

C - Method of Payment and Reporting Requirements
Monitoring Schedule and Limitations of Contract

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT: ASSISTANCE TO MUNICIPAL CENTERS

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2019 BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"
AND:

GRANTEE Borough of Glassboro
1 South Main Street
Glassboro, NJ 08028

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2019 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2019.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

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.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT " C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT

TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION

HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE BOROUGH OF GLASSBORO SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED A_oA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT A_oA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, 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 ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE BOROUGH OF GLASSBORO FOR THE EVENT OF ASSISTANCE TO MUNICIPAL CENTERS PROGRAM FOR SENIORS ON JANUARY 1, 2019 UNTIL DECEMBER 31, 2019.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

- b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I)** OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), *THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.*
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), *THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.*
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III)**, OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), *THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.*
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
- a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN

CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

***NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.**

8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.

9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.

11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2019 RFP TO PROVIDE SERVICES THROUGH THE 2019 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 021

SCOPE OF SERVICES

Leisure time activities are offered at the Glassboro Senior Citizen Center five days a week to any resident of the county who is 60 years of age or older.

Some of the programs offered include an arts & crafts class, physical fitness program, square dancing, chorus, bingo, and aerobics. There are also a number of day trips planned throughout the year.

The Center is well staffed and has people well equipped to instruct the various activities offered.

A newsletter is published monthly, with a full calendar of events listed. The Center is also one of the Congregate Meal Sites serving between 50 and 100 meals a day.

The Center is located in an area where many seniors from the targeted populations reside. In addition, the service provider will attempt to reach the targeted populations in other locations by advertising and posting flyers in those areas.

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 021

SCOPE OF SERVICES

GRANTEE: Borough of Glassboro Parks & Recreation

PROJECT TITLE: Assistance to Municipal Centers

POPULATION TO BE SERVED: Residents of the county who are 60 years of age or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider

60 clients minority (12% of 500)
13 clients frail or vulnerable (2.5% of 500)

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:
To provide the service of Socialization/Recreation to a minimum of 500 unduplicated clients.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 333

Planned and structured activities and programs provided to well and functionally impaired older persons to facilitate social contact, reduce isolation, and improve personal life satisfaction

AMOUNT: \$124,100.

UNITS OF SERVICE: = 500

CLIENT COUNT: 500

UNIT COST:

\$248.20 per unit/ client

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 021

	CASH	IN-KIND	TOTAL
Personnel	79,000.	-0-	79,000.
Consultants	-0-	-0-	-0-
Travel	39,000.	-0-	39,000.
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	5,000.	-0-	5,000.
Equipment	-0-	-0-	-0-
Other	1100.	-0-	1100.
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	124,100.	-0-	124,100.
<u>LESS:</u>			
		Client Income	100
		USDA	-0-
		NET BUDGETED COST	124,000.00

III B	\$ 11,500	9%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Public	112,500.	91%
Client Income	\$100	-0-%

TOTAL \$ 124,100. 100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 021

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION

ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 021 CONSISTS OF 17 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

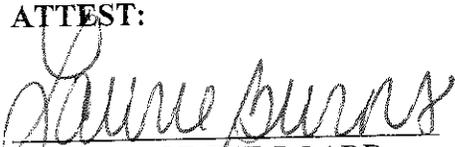
GRANTEE Borough of Glassboro
1 South Main Street
Glassboro, NJ 08028

BY:  Date 12/27/2018
(Name)
Mayor
(Title)

GRANTOR:
COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY:  Date 1/23/19
NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT made on 23 day of January 2019

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT ASSISTANCE TO R.S.V.P. SENIOR CORPS/COMMUNITY
SERVICE CORPS- "STRESS BUSTING FOR CAREGIVERS"

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan 0110

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2019 BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"
AND:

GRANTEE Rowan College at Gloucester County
1400 Tanyard Road
Sewell, NJ 08080

RECEIVED

DEC 20 2018

HEREINAFTER REFERRED TO AS THE "GRANTEE" WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2019 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2019.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER,

THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

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.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT "C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALLY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALLY, INCLUDING EQUIPMENT, COSTING MORE THAN ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY,

ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973,
AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF

INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE GLOUCESTER COUNTY COLLEGE SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY NJ DEPARTMENT OF HUMAN SERVICES, DIVISION OF AGING SERVICES.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, 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 ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. 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.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED. THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GLOUCESTER COUNTY COLLEGE FOR THE EVENT OF THE RETIRED AND SENIOR VOLUNTEER PROGRAM (R.S.V.P.) "STRESS BUSTING FOR CAREGIVERS" ON JANUARY 1, 2019 UNTIL DECEMBER 31, 2019.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH

THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING.

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE AAA AGREES TO INCLUDE THE FOLLOWING REQUIREMENTS IN ALL SUB-CONTRACTS, INTER-AGENCY AND INTRA-AGENCY AGREEMENTS WITH ALL PARTIES UTILIZING AREA PLAN FUNDING UNDER THIS CONTRACT:

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS AND POLICIES.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER THAT WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THE FOLLOWING CONDITIONS SHALL APPLY:
 - a) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - b) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - c) FUNDS PROVIDED UNDER THIS AGREEMENT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED NOW, OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. **PURSUANT TO SECTION 306(A)(4)(A)(II)(I) OF THE OLDER AMERICAN ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(I), THE PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.**
4. **PURSUANT TO SECTION 306(A)(4)(A)(II)(II), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026(A)(4)(A)(II)(II), THE PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.**
5. **PURSUANT TO SECTION 306(A)(4)(A)(II)(III), OF THE OLDER AMERICANS ACT, 42 U.S.C. § 3026 (A)(4)(A)(II)(III), THE PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING**

SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS RECEIVED OR EXPENDED BY SUCH AGENCY TO PROVIDE SERVICES TO OLDER INDIVIDUALS SHALL BE DISCLOSED TO DOAS OR THE COMMISSIONER FOR THE DEPARTMENT OF HUMAN SERVICES UPON REQUEST.
7. FOR AAAS PROVIDING NAPIS REGISTERED SERVICES, THE FOLLOWING SUBCONTRACT LANGUAGE SHALL BE REQUIRED TO RECEIVE FUNDING THROUGH THE AREA PLAN CONTRACT.
 - a. PROVIDER AGENCY SHALL USE SAMS FOR ALL AREA PLAN CONTRACT DATA REPORTING AND CLIENT TRACKING AS DIRECTED BY THE AAA.
 - b. IF APPLICABLE, AN ADRC PARTNER SHALL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, **RECORDING SERVICE DELIVERY AND CLIENT CHARACTERISTICS, AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.**
 - c. SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL COMPLY WITH DOAS CONFIDENTIALITY PROVISIONS.
 - d. ALL PROVIDER AGENCIES, SUB-GRANTEES OR THIRD PARTIES HAVING ACCESS TO SAMS SHALL NOTIFY THE AAA, NO LATER THAN THE END OF THE NEXT WORKING DAY, WHEN A SAMS USER NO LONGER REQUIRES ACCESS TO SAMS TO CONDUCT BUSINESS FOR AREA PLAN CONTRACT PURPOSES, SUCH AS WHEN THE USER HAS BEEN REASSIGNED JOB FUNCTIONS, SEPARATES FROM EMPLOYMENT OR CEASES PROVIDING SERVICES.

****NOTE: IF THE SUB GRANTEE IS NOT GOING TO ENTER DATA INTO SAMS IT IS THE RESPONSIBILITY OF THE AAA TO ENTER ALL SUB GRANTEE DATA INTO THE SAMS DATABASE.***
8. IN ADDITION TO ANY APPLICABLE HIPAA REQUIREMENTS, IF REQUIRED BY LAW OR REQUESTED BY DOAS, THE SUB-GRANTEE OR THIRD PARTY, OR INDIVIDUALS WORKING FOR OR WITH A SUB-GRANTEE OR THIRD PARTY, SHALL MAINTAIN THE CONFIDENTIALITY OF EACH PARTICIPANT'S PERSONAL AND CONFIDENTIAL INFORMATION AND SHALL NOT DISCLOSE SUCH INFORMATION EXCEPT WHERE DISCLOSURE IS CONSISTENT WITH APPLICABLE LAW AND DOAS REQUIREMENTS AND POLICIES, AND THE DISCLOSURE IS MADE TO THE PARTICIPANT; TO THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY UPON THE INFORMED WRITTEN CONSENT OF THE PARTICIPANT OR THE PARTICIPANT'S LEGAL REPRESENTATIVE; TO A PARTY PURSUANT TO A COURT ORDER; OR IF DISCLOSURE IS MADE FOR PROGRAM MONITORING BY AUTHORIZED FEDERAL, STATE OR LOCAL MONITORING AGENCIES.
9. EACH SUB-GRANTEE SHALL HAVE A BUSINESS CONTINUITY PLAN THAT WILL BE ACTIVATED IN THE EVENT OF AN EMERGENCY. THE PLAN SHALL ADDRESS WAYS IN WHICH CRITICAL SERVICES ARE MAINTAINED FOR

THE PARTICIPANT AND A DESCRIPTION OF THE METHODS FOR
COMMUNICATING ABOUT SERVICE CONTINUATION.

10. EACH SUB-GRANTEE SHALL UTILIZE ITS AAA'S GRIEVANCE, RECORD RETENTION AND CLIENT CONTRIBUTION POLICIES.

11. EACH SUB-GRANTEE SHALL REQUIRE ITS WORKERS TO COMPLETE GRANT ALLOCATION TIMESHEETS FOR PERSONNEL ALLOCATION PURPOSES.

12. PROVIDERS ARE REQUIRED TO MAINTAIN SIGNED CONFIDENTIALITY AGREEMENTS FOR SAMS USERS FOR THE LENGTH OF THE CONTRACT AND TO MAKE THESE SIGNED DOCUMENTS AVAILABLE FOR REVIEW BY THE MA UPON REQUEST.

LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

CLIENT CONTRIBUTIONS AND GRIEVANCE POLICY.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

BY ACCEPTING THIS CONTRACT, THE UNDERSIGNED ACKNOWLEDGES THE RECEIPT OF UPDATED CLIENT GRIEVANCE AND CLIENT DONATIONS POLICIES AND PROCEDURES, AS AN ATTACHMENT WITHIN THE 2019 RFP TO PROVIDE SERVICES THROUGH THE 2019 AREA PLAN CONTRACT. THE UNDERSIGNED HEREBY AGREES TO BE BOUND WITHIN THIS CONTRACT TO FOLLOW ALL PROVISIONS OF THESE POLICIES AND PROCEDURES, AS SET FORTH WITH REGARDS TO ANY AND ALL APC CONTRACT FUNDING.

ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 034

SCOPE OF SERVICES

"STRESS BUSTING FOR CAREGIVERS":

A program of multi components, with a series of groups that will each meet 90 minutes/week for 9 weeks with an average of 8 participants in each group. State trained and certified RSVP volunteers and staff will facilitate the program and will teach stress management techniques, relaxation and coping strategies to the caregivers of persons afflicted with Alzheimer's disease or Dementia.

OTHER VOLUNTEER ACTIVITIES:

Volunteers in RSVP can also be trained in various programs to augment staff so more clients could be serviced by the various programs. Volunteers work in stations needing training, i.e.:

Meal Sites - serving food, cleaning up after the meal, taking reservations

Libraries - checking books in and out, shelving books, answering phones, cataloging

Schools - Teacher's Aide for reading, math (CED), research assistant, helping children who have difficulties, after school hobby classes

Children's Agencies - Teacher's Aide, crafts, helping prepare meals, clerical duties

Hospitals - working in Admissions, in-take in Emergency, gift shop attendants, mail delivery

Counseling Agencies - hotline, women's services, men's services, transporting patients, serving refreshments

Senior Agencies & Homes - shop for and visit senior patients, deliver meals to the housebound, clerical, read to clients, write letters for clients

Volunteers in the Serv-A-Tray Program are reimbursed for travel within the program. This grant will reimburse other volunteers when their station of service warrants it.

The value of the service performed by volunteers is a commodity highly valued and therefore, there is an annual recognition luncheon where awards are presented.

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 034

SCOPE OF SERVICES

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURE.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 010

SCOPE OF SERVICES

GRANTEE: Rowan College at Gloucester County

PROJECT TITLE: Assistance to RSVP Senior Corps/ Community Service Corps
"Stress Busting for Caregivers".

POPULATION TO BE SERVED: Residents of the county who are 60 years or older. RSVP, includes those who volunteer their services for Wellness Education, and those attending the prescribed "Stress Busting for Caregivers" program. A concerted effort will be made to target the low income minority population in at least the same proportion of older individuals of the area served by the provider.

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE: a series of groups that will each meet 90 minutes/week for 9 weeks with an average of 8 participants in each group. State trained and certified trainers will facilitate the program and will teach stress management techniques, relaxation and coping strategies to the caregivers of persons afflicted with Alzheimer's disease or Dementia.

SERVICE DEFINITION:

SERVICE TAXONOMY: 331

Formally structured classes, lectures or seminars which provide older persons and/or their caregivers with opportunities to acquire knowledge and skills suited to their interests.

AMOUNT: \$24,546.

UNITS OF SERVICE: 216 unit = one session per participant.

CLIENT COUNT: 32

UNIT COST: \$ 113.64

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 010

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	8052.	8,052.
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	16,494.	-0-	16,494
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	16,494.	8,052	24,546.
LESS:			
		Client Income	100
		USDA	-0-
		NET BUDGETED COST	\$24,446.

III D	\$16,394.	67%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	\$8,052.	33%
Client Income	\$100	0%
TOTAL	\$ 24,546.	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 010

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

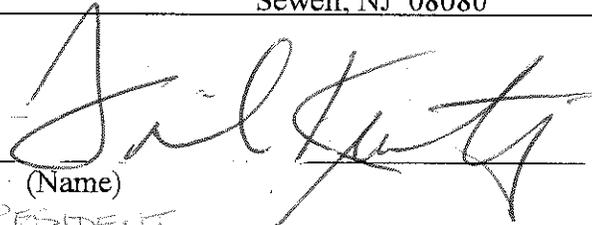
CLIENT SURVEY

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

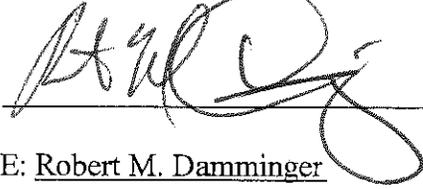
THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 010 CONSISTS OF 18 PAGES NUMBERED
CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Rowan College at Gloucester County
1400 Tanyard Road
Sewell, NJ 08080

BY: 
(Name)
RESIDENT
(Title) Date 12/10/18

GRANTOR:
COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY:  Date _____
NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT made on this 27 day of December,
2018.

**RESOLUTION AUTHORIZING A PROJECT AGREEMENT
BETWEEN THE COUNTY OF GLOUCESTER
AND THE CORIELL INSTITUTE FOR MEDICAL RESEARCH**

WHEREAS, the County of Gloucester is the lead agency of the combined Gloucester-Camden-Salem Office of the Medical Examiner, and wishes to join with the Coriell Institute (together, the “parties”) in a medical research project on the genomics of opioid addiction, treatment and recovery; and

WHEREAS, the goals of the project are to prevent opioid addiction by identifying those at high risk based on genetic and non-genetic factors; improve treatment of opioid addiction by integrating genetics into current standards of care; conduct research into genetic mechanisms of addiction and recovery response; and create a state-wide overdose fatality registry and genomic repository; and

WHEREAS, under the Project Agreement, the Office of the Medical Examiner will collect, upon consent of next-of-kin, biological specimens from Gloucester decedents who have died from opioid overdose and provide samples to Coriell researchers for storage in Coriell’s biobank, to create a first-in-the-nation, state-wide opioid overdose biobank and registry to develop a comprehensive toxicology assay; and

WHEREAS, the Project Agreement identifies the duties and services to be provided by and between the parties to the Agreement; and

WHEREAS, the parties further agree that Coriell will reimburse the County for demonstrable cost increases or other incremental expenses, including insurance premium increases, resulting from expanded services provided by the Office of the Medical Examiner, or other costs directly attributable to the services provided by the Office of the Medical Examiner under the Project Agreement.

NOW THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director be and is hereby authorized and directed to execute and the Clerk of the Board be and is hereby authorized to attest to the execution of all documents necessary to effectuate the above described Project Agreement between the County of Gloucester and the Coriell Institute for Medical Research.

ADOPTED, at a regular meeting of the Gloucester County Board of Chosen Freeholders, held on Wednesday, February 20, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**PROJECT AGREEMENT
BY AND BETWEEN
THE COUNTY OF GLOUCESTER, NEW JERSEY
AND
CORIELL INSTITUTE FOR MEDICAL RESEARCH, CAMDEN, NEW JERSEY
FOR THE PROVISION OF CERTAIN SERVICES
IN SUPPORT OF A COMPREHENSIVE RESEARCH PROJECT ON THE GENOMICS OF
OPIOID ADDICTION, TREATMENT AND RECOVERY**

FOR THE PERIOD FROM FEBRUARY 1, 2019 TO JANUARY 31, 2021

DATED: FEBRUARY 1, 2019

**PROJECT AGREEMENT
BY AND BETWEEN
THE COUNTY OF GLOUCESTER
AND
THE CORIELL INSTITUTE FOR MEDICAL RESEARCH
FOR THE PROVISION OF CERTAIN SERVICES
IN SUPPORT OF A COMPREHENSIVE RESEARCH PROJECT
ON THE GENOMICS OF OPIOID ADDICTION, TREATMENT AND RECOVERY**

RECITALS

THIS PROJECT AGREEMENT (hereinafter "Agreement") is made by and between the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter "Gloucester") and the **Coriell Institute for Medical Research**, Camden, New Jersey (hereinafter "Coriell"), together the "parties."

I. PROJECT DESCRIPTION.

This Agreement is to identify the duties and services to be provided by and between the parties in support of a research project (hereinafter "Project") on the genomics of opioid addiction, treatment and recovery, undertaken by Coriell, with the cooperation of the combined Gloucester-Camden-Salem Office of the Medical Examiner. The goal of the Project is to create a first-in-the-nation, state-wide opioid overdose biobank and registry, through the collection of biological specimens from individuals who have died from opioid overdose.

The aims of the Project are to:

- Prevent opioid addiction by identifying those at high risk based on genetic and non-genetic factors
- Improve treatment of opioid addiction by integrating genetics into current standards of care
- Conduct discovery research into genetic mechanisms of addiction and recovery response
- Create a state-wide overdose fatality registry and genomic repository

Specimen Collection

Under the direction and supervision of the Medical Examiner, and with consent of next-of-kin, biological specimens, which may include blood and saliva samples and brain and liver tissue, will be collected from Gloucester County residents dying from opioid abuse. Such specimens will be made available to designated Coriell researchers studying opioid use disorder, to develop a comprehensive toxicology assay to characterize the genetics of individuals who have died as a result of opioid overdose. Anonymized and de-identified specimen samples from decedents will be collected for registry shortly after the time of death, to be processed and stored in Coriell's biobank.

A. DESCRIPTION OF SERVICES BY GLOUCESTER. As permitted pursuant to N.J.S.A. 52:17B-83, Gloucester, as administrator and lead agency of the combined Office of the Medical Examiner, will provide the below-stated services to Coriell in furtherance of Project goals.

Upon intake of a Gloucester decedent, the Office of the Medical Examiner will:

- notify authorities of any death that appears to be opioid related
 - notify authorities of any suspected Gloucester opioid fatality scheduled for autopsy & timing of procedure
 - collect biological specimens from Gloucester decedents, under protocols as established and
-

- agreed with Coriell, after receipt of written consent from next-of-kin
- provide decedent specimens, per established clinical or medical guidelines, to designated Coriell researchers
- maintain/archive next-of-kin biological collection consent records for Gloucester decedents
- secure and maintain decedent specimens until transferred to Coriell or authorized designees
- proceed in its normal capacity in the absence of timely receipt of next-of-kin collection consent forms

It is expressly understood between the parties that Gloucester shall provide all biological specimens collected under this Agreement to Coriell or authorized designees, and will not preserve any collected materials.

B. CORIELL INSTITUTE PROJECT OBLIGATIONS. Under this Agreement, in furtherance of Project goals, Coriell will:

- upon notification of an opioid related death, attempt to reach law enforcement to confirm that initial notification of death has been given to next-of-kin
- retain responsibility for contacting next-of-kin of the deceased to discuss the biobank research project and obtain formal consent for the Medical Examiner's Office to proceed with project related specimen collection
- provide biological specimen collection consent forms to the Medical Examiner's Office for their use and records
- provide specimen collection kits/ tubes/ labels/ and other needed supplies, as required, to the Office of the Medical Examiner for their use
- provide office equipment to the Office of Medical Examiner, as needed, to produce requested documents and effectuate Project goals
- provide a medically approved freezer unit for temporary biological specimen storage by the Office of the Medical Examiner
- provide appropriately certified medical courier services for specimen sample transport from Office of the Medical Examiner to pre-identified research facilities
- pay for and provide expanded toxicology results for donors whose next-of-kin have provided written consent. These results will be shared with the Medical Examiner's Office to replace the NMS Basic tests regularly completed.

D. REIMBURSEMENT FOR INCREMENTAL COSTS INCURRED. The parties agree that Coriell will reimburse Gloucester for demonstrable cost increases or other incremental expenses, including insurance premium increases, resulting from expanded services provided by the Office of the Medical Examiner, or directly attributable to expanded services provided by the Office of the Medical Examiner under this Agreement or relating to any service provided by Gloucester police, fire, emergency and/or other personnel provided in furtherance of Project goals.

E. TERM OF AGREEMENT. This Agreement shall be for two (2) year period commencing February 1, 2019 and concluding January 31, 2021. Either party to this Agreement may terminate without cause, upon 120 days written notice. .

F. INSURANCE AND INDEMNIFICATION. Gloucester and Coriell shall each maintain policies of general liability insurance providing coverage in the minimum amount of one million (\$1,000,000) dollars, for claims against the Medical Examiner's Office relating to any activity associated with the services provided by Gloucester under this Agreement. Gloucester and Coriell shall name each other as additional insured for the term of this Agreement. Coriell or subcontractor, where applicable, shall be

responsible for, shall keep, save and hold the County of Gloucester harmless from, and 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), sustained in connection with this Agreement which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, from Coriell's performance or failure to perform its duties and obligations pursuant to the terms and provisions of this Agreement. Coriell'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.

No provision of this Agreement shall be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend Gloucester and Coriell, and any other insured party which may be named in such policy or insurance, in connection with any claims, suits or actions which are covered by the terms of such policy.

Gloucester and Coriell further agree as follows:

- (i) The parties shall give each other prompt written notice of the filing of each such claim and the institution of each such suit or action.
- (ii) Neither party shall, without the prior written consent of the other party, adjust, settle or compromise any such claim, suit or action with respect to services provided under this Agreement by the Office of the Medical Examiner.

G. REPORT OF SERVICES. Upon request, the Medical Examiner shall provide a written report detailing the activities and services performed under this Agreement. Said report shall be provided in a timely fashion.

H. LIMITATION OF DELEGATION. This Agreement shall not be construed to delegate any authority other than the authority to conduct duties provided for by this Agreement in furtherance of Project goals.

Neither Gloucester nor Coriell intends by this Agreement to create any agency relationship other than that which may be specifically required by the duties of the parties for the limited purposes of this Agreement and Project goals.

I. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER. In the event that any covenant, term, or condition contained in this Agreement should be breached by either party, and thereafter such breach shall be waived by the consent of the parties, any such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

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

K. MISCELLANEOUS.

1. **Amendment.** This 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 Agreement shall inure to the benefit of and shall be binding upon Gloucester and Coriell, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this 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. **Entire Agreement.** This 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.
5. **Further Assurances and Corrective Instruments.** Gloucester and Coriell 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 services to be provided under this Agreement or to correct any inconsistent or ambiguous terms thereof.
6. **Headings.** The Article and Section headings in this Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.
7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this 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 Agreement.
8. **Governing Law.** The terms of this Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within the State, including all matters of enforcement, validity and performance.

L. **EFFECTIVE DATE.** This Agreement shall be deemed to be effective as of February 1, 2019, which date shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CORIELL INSTITUTE FOR MEDICAL RESEARCH

DR. MICHAEL CHRISTMAN, PRESIDENT

F-3

**RESOLUTION AMENDING THE CONTRACT WITH THE WOUNDED HEALER, INC.
D/B/A MY FRIEND'S HOUSE TO DECREASE THE CONTRACT BY \$10,000.00,
RESULTING IN A TOTAL AMOUNT NOT TO EXCEED \$18,100.00, THROUGH
DECEMBER 31, 2019**

WHEREAS, the County awarded a Contract on February 3, 2016, per RFP# 016-014 to providers for various programs and services for eligible residents of Gloucester County for a term from January 1, 2016 to December 31, 2018, with the County reserving an extension option; and

WHEREAS, the County's Department of Health and Human Services has recommended exercising the option to extend the Contract for a (1) one year period through December 31, 2019 with The Wounded Healer, Inc. d/b/a My Friend's House and to amend the contract to decrease the amount by \$10,000.00, resulting in a new contract amount not to exceed \$18,100.00; and

WHEREAS, 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 Contracts, 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 County budget from which said funds will be paid; and

WHEREAS, all other terms and provisions of the original Contract 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 Freeholder Director is hereby authorized to execute, and the Clerk of the Board to attest to the above Contract amendment and extension.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday February 20, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**AMENDMENT TO CONTRACT BETWEEN
THE WOUNDED HEALER, INC. D/B/A
MY FRIEND'S HOUSE
AND
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 3rd day of **February, 2016** (Per RFP #016-014), by and between The Wounded Healer, Inc. d/b/a My Friend's House, Inc. and the County of Gloucester.

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

The Contract is amended for additional contract specified services to benefit Gloucester County Residents. This amendment will decrease the maximum contract amount by \$10,000.00, resulting in a maximum contract amount of \$18,100.00; and

The extension of one (1) year period from January 1, 2019 to December 31, 2019.

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein that are consistent with this addendum shall remain in full force and effect.

THIS AMENDMENT is effective as of the 20th day of **February, 2019**.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**THE WOUNDED HEALER, INC. D/B/A
MY FRIEND'S HOUSE**

**MR. MIKE DULUDE,
CFO**

2019-THE WOUNDED HEALER (DBA- MY FRIEND'S HOUSE) 1/17/19

SUMMARY For Gloucester County Contracting (2016-2018 With Option to Extend for a One Year Term, two times, depending on the availability of funds)

THIS IS A CONTRACT EXTENSION YEAR- Extension #1= 2019

Location/ Address:

The Wounded Healer, Inc. (DBA- My Friend's House)
371 Glassboro Road
Woodbury Heights, NJ 08097
Phone # (856) 669-6900 or (856) 366-3265

Executive Director: Rita Jeanne Jacobs-Culp

Contract Amount CY 2019: \$18,100

Term of Contract: THIS IS A CONTRACT EXTENSION YEAR- Extension #1= 2019

January 1, 2016 through December 31, 2018 (Option to extend for a one-year term, two times, dependent on the availability of funds).

Duties/Other Conditions of Contract /Made Part of Contract:

Attachment A, "Program Specifications" , and Attachments C, D, and E

Professional Services: TOTAL - \$18,100

- 1) Outpatient Treatment (ASAM Level I) and Intensive Outpatient Treatment ASAM Level II.1; -(\$14,500)
- 2) Service Eliminated- Assessments/Evaluations and/or Prevention/Motivational Counseling for Youth within Detention Center and/or as Referred by Family Court and/or Juvenile Probation -(\$0,000)
- 3) Transportation for Clients eligible for the NJDMHAS' SJI Funding - (\$3,600)

Attachments: The Wounded Healer "Attachments" A;B;C;D

THE WOUNDED HEALER (DBA- MY FRIEND'S HOUSE)

PROGRAM SPECIFICATIONS AND BUDGET ---TOTAL \$18,100

[For Services -- Outpatient and Intensive Outpatient Treatment (\$14,500);
Juvenile Probation Assessments/Evals Services Eliminated (\$0,000);
and SJI Transportation (\$3,600)]

Utilizing Service Proposal submitted in 2015 for RFP #16-014- for services 2016-18 (+ possible extension for 1 year - 2 times) Agency Service Proposal Has Been Modified per Availability of Funds and County Need

OUTPATIENT TREATMENT --ASAM Level I and INTENSIVE OUTPATIENT TREATMENT -- ASAM Level II.1

as defined by NJ DAS and included as a part of this Contract as Attachment D.

Also, when delivering Treatment the Licensing Standards and Regulations of the NJDHS/ Div. of Mental Health and Addiction Services shall apply.

***NOTE: These Funds Are Not To Be Used For Clients Who Meet Criteria For Funding Eligibility Through The NJ DMHAS-SJI Funding Or Any Other of NJDMHAS' Fee-For-Service Initiative Funding Sources

1) Outpatient Treatment --ASAM Level I and Intensive Outpatient Treatment -- ASAM Level II.1 -- (\$14,500)

Provide outpatient and intensive outpatient treatment services. Reimbursement will be made on a fee for service basis. As Follows:

Breakdown- Approximation of Targeted/ Services Dollars:

1. Outpatient and Intensive Outpatient Treatment- -----Total =\$14,500

Breakdown of Outpatient Includes as follows:

- a) Assessment/Evals-----(\$105/each client)
- b) Intensive Outpt. Treatmt. (IOP) at \$75/session
- c) Outpatient Treatmt.-Regular-(OP at \$35/session
- d) Individual and Family Counseling----- at \$85/session
- e) Urine Drug/Alcohol Screening---- at \$25 per screening

PROGRAM SPECIFICATIONS AND BUDGET - Cont'd

- 2) This Service Eliminated -Juvenile Detention/Probation Population Assessments/Evaluations and/or Prevention and Motivational Counseling -- (\$0,000)
-

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NJ DEPARTMENT OF COMMUNITY AFFAIRS FOR RECEIPT OF THE LOW INCOME HOME ENERGY ASSISTANCE (LIHEAP) CWA ADMINISTRATION GRANT FROM OCTOBER 1, 2018 TO SEPTEMBER 30, 2019 IN THE AMOUNT OF \$8,799.00

WHEREAS, the NJ Department of Community Affairs provides grand funds through the Low Income Home Energy Assistance Program (LIHEAP) to assist with the administrative costs of administering the intake and eligibility determination of prospective beneficiaries of LIHEAP, including the accurate input of verified client information into the Family Assistance Management Information System; and

WHEREAS, the County has been awarded a LIHEAP CWA Administration grant in the amount of \$8,799.00; and

WHEREAS, receipt of the grant is subject to execution of Grant Agreement #2019-05139-0400-00 with the New Jersey Department of Community Affairs for LIHEAP CWA Administration Fiscal Year 2019 (October 1, 2018, through September 30, 2019), in the amount of \$8,799.00; and

WHEREAS, the grant will be administered by the County Division of Social Services.

NOW, THEREFORE, BE IT RESOLVED by the Board of the 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 hereby authorized to attest to Grant Agreement #2019-05139-0400-00 with New Jersey Department of Community Affairs for the Low Income Home Energy Assistance Program for CWA Administration Fiscal Year 2019 in the amount of \$8,799.00; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority, and shall utilize the funds pursuant to the terms of said agreement for the hereinabove purposes; and

BE IT FURTHER RESOLVED that the Gloucester County Division of Social Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 20, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 051
TRENTON, NJ 08625-0051

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

December 18, 2018

[Via Email: rdamminger@co.gloucester.nj.us]

The Honorable Robert M. Damminger
Freeholder Director, Gloucester County
2 South Broad Street
Woodbury, NJ 08096-4604

Dear Freeholder Director Damminger:

On behalf of governor Philip D. Murphy and the New Jersey Department of Community Affairs, I am pleased to inform you that Gloucester County will receive a LIHEAP CWA Administration grant of \$8,799. This award will provide funds to administer the intake and eligibility determination of prospective beneficiaries of the LIHEAP program, including the accurate input of verified client information into the Family Assistance Management Information System.

Provision of such financial assistance is subject to appropriate execution of a grant/loan agreement with the Department and compliance by Gloucester County with the terms, conditions and requirements set forth therein. Expenditures incurred prior to receipt of the executed grant agreement are incurred solely at the risk of the grant recipient should funding not be available to support this award. If you have any questions regarding this funding, please do not hesitate to contact the Department of Community Affairs' Division of Housing and Community Resources at (609) 984-6670.

I would like to extend my best wishes for this most worthwhile project and its successful completion.

Sincerely,

Sheila Y. Oliver
LT. Governor



**GRANT/LOAN AGREEMENT:
PROGRAM: LIHEAP CWA Administration 2019
GRANTEE: Gloucester County**

Scope of Services

1. The County of Gloucester, through its County Welfare Agency, (hereafter, the Grantee) shall administer and perform the obligations set forth in this grant agreement with the New Jersey Department of Community Affairs (hereafter, the Department) in accordance with the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq. (EDECA or the Act).
2. The Grantee shall use up to \$8,799.00 of grant funds provided under this agreement to:
 - a. Process all requests for Low Income Home Energy Assistance (LIHEAP) check replacements generated through the Family Assistance Management Information System (FAMIS).
 - b. Respond to Client Inquiries regarding the Low Income Energy Assistance Program (LIHEAP) and the Universal Service Fund (USF) and refer clients to the local Community Based Organization administering the Universal Assistance Program Home Energy Assistance program (USFHEA) when updates to the USFHEA database system files are needed.
 - c. Encode the FAMIS document of each applicant for Heating Living Arrangement (a benefits scale that takes into consideration the household's fuel type, income, size, and geographic heating region), including the utility company and account number.
 - d. Review the LIHEAP/USF non-select report, which provides a list of active FAMIS recipients who do not meet the selection criteria for automatic consideration for benefits, generated before the USF season for accuracy and, if file documentation indicates the case was inappropriately non-selected, correct the FAMIS case prior to the first USF automatic processing run.
3. A 100% advance payment of grant funds shall be released to the County upon execution of this agreement.
4. An annual report of activities, collected from the USF/HEA system, will be compiled from the previous year data for the purpose of determining each agency's allocation.

VIEW/EDIT GRANT INFORMATION

Instructions: Please complete the information below. For further instructions, please click the Help icon in the upper right hand corner of the page.

[Go to Application Menu](#)

[Go to Grant Status History](#)

Grant Information	Grant Number: 2019-05139-0400-00
Grantee: Gloucester County	Grant Term: 10/1/2018 - 9/30/2019
Vendor #: 216000660-99	Award Amount: \$8,799.00
Program: LIHEAP CWA Administration 2019	GO's: View
Program Year: 2019	
High-Risk Status: View	

Contacts	Work Plan	Report Periods	Contract Information	Grant Conditions	Edit
General Information	Grant Information				
Grant Title	2019 Gloucester County LIHEAP CWA Administration				
Grant Description	to administer the intake and eligibility determination of prospective beneficiaries of the LIHEAP program, including the accurate input of verified client information into the Family Assistance Management Information System.				
Complete this sentence: This award will provide funds...					
Term Begin Date	10/1/2018				
Term End Date	9/30/2019				
Legal Approval Required?	No				
Legal Approval Date					

[Return to Application Menu](#) [Scope Of Services](#)

Instructions: Please complete the information below. For further instructions, please click the **Help** icon in the upper right hand corner of the page. **Scope Of Services** should be specific, measurable, attainable, realistic, and time oriented.

Application Program Description Objectives **Scope Of Services** Show Comments

Current Scope Of Services:

Scope Of Service

- 1. The County of Gloucester, through its County Welfare Agency, (hereafter, the Grantee) shall administer and perform the obligations set forth in this grant agreement with the New Jersey Department of Community Affairs (hereafter, the Department). 2. The Grantee shall use grant funds provided under this agreement to:
 - a. Process all requests for Low Income Home Energy Assistance Program (LIHEAP) check replacements generated through the FAMIS system. b. Respond to Client Inquiries regarding the Low Income Energy Assistance Program (LIHEAP) and the Universal Service Fund (USF). c. Encode the FAMIS document of each applicant for Heating Living Arrangement, including the utility company and account number. d. Review the LIHEAP non-select report generated before the LIHEAP season for accuracy and, if file documentation indicates the case was inappropriately non-selected, correct the FAMIS case prior the first LIHEAP automatic processing run. 3. A 100% advance payment of grant funds shall be released to the County upon execution of this agreement.

Show Comments

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NJ DEPARTMENT OF
COMMUNITY AFFAIRS FOR RECEIPT OF THE UNIVERSAL SERVICE FUND CWA
ADMINISTRATION GRANT FOR THE PROGRAM YEAR 2019 FOR \$5,626.00**

WHEREAS, the State of New Jersey created the Universal Service Fund program to help make energy bills more affordable for low income customers; and

WHEREAS, the New Jersey Department of Community Affairs has informed the County that it will receive the Universal Service Fund - CWA Administration Grant in the amount of \$5,626.00; and

WHEREAS, the Grant provides funds for the County, through its Division of Social Services, to administer the intake and eligibility determination of prospective beneficiaries of the Fund, including the accurate input of verified client information into the Family Assistance Management Information System; and

WHEREAS, receipt of the funds requires the execution of Grant/Loan Agreement #2019-05134-0378-00 for the CWA Administration Program Year 2019 (July 1, 2018, through June 30, 2019), in the amount of \$5,626.00; and

WHEREAS, the Division of Social Services has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to sign, and the Administrator/Clerk of the Board is hereby authorized to attest to, any documents necessary to enter into the Grant/Loan Agreement #2019-05134-0378-00 with the New Jersey Department of Community Affairs for receipt of the Universal Service Fund CWA Administration Grant for the Program Year 2019 in the amount of \$5,626.00; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that it will comply with all applicable terms, conditions and requirements of the granting authority as set forth above and shall provide any necessary additional assurances as may be required; and

BE IT FURTHER RESOLVED that the Division of Social Services will be responsible for implementation of the funding.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 20, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**GRANT/LOAN AGREEMENT:
PROGRAM: USF CWA Administration 2019
GRANTEE: Gloucester County**

Scope of Services

1. The County of Gloucester, through its County Welfare Agency, (hereafter, the Grantee) shall administer and perform the obligations set forth in this grant agreement with the New Jersey Department of Community Affairs (hereafter, the Department) in accordance with the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq. (EDECA or the Act).
2. The Grantee shall use up to \$5,626.00 of grant funds provided under this agreement to:
 - a. Process all requests for Low Income Home Energy Assistance (LIHEAP) check replacements generated through the Family Assistance Management Information System (FAMIS).
 - b. Respond to Client Inquiries regarding the Low Income Energy Assistance Program (LIHEAP) and the Universal Service Fund (USF) and refer clients to the local Community Based Organization administering the Universal Assistance Program Home Energy Assistance program (USFHEA) when updates to the USFHEA database system files are needed.
 - c. Encode the FAMIS document of each applicant for Heating Living Arrangement (a benefits scale that takes into consideration the household's fuel type, income, size, and geographic heating region), including the utility company and account number.
 - d. Review the LIHEAP/USF non-select report, which provides a list of active FAMIS recipients who do not meet the selection criteria for automatic consideration for benefits, generated before the USF season for accuracy and, if file documentation indicates the case was inappropriately non-selected, correct the FAMIS case prior to the first USF automatic processing run.
3. A 100% advance payment of grant funds shall be released to the County upon execution of this agreement.
4. An annual report of activities, collected from the USF/HEA system, will be compiled from the previous year data for the purpose of determining each agency's allocation.



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 051
TRENTON, NJ 08625-0051

PHILIP D. MURPHY
Governor

LT. GOVERNOR SHEILA Y. OLIVER
Commissioner

December 18, 2018

[Via Email: rdamminger@co.gloucester.nj.us]
The Honorable Robert M. Damminger
Freeholder Director, Gloucester County
2 South Broad Street
Woodbury, NJ 08096-4604

Dear Freeholder Director Damminger:

On behalf of governor Philip D. Murphy and the New Jersey Department of Community Affairs, I am pleased to inform you that Gloucester County will receive a Universal Service Fund - CWA Administration grant of \$5,626. This award will provide funds to administer the intake and eligibility determination of prospective beneficiaries of the Universal Service Fund, including the accurate input of verified client information into the Family Assistance Management Information System.

Provision of such financial assistance is subject to appropriate execution of a grant/loan agreement with the Department and compliance by Gloucester County with the terms, conditions and requirements set forth therein. Expenditures incurred prior to receipt of the executed grant agreement are incurred solely at the risk of the grant recipient should funding not be available to support this award. If you have any questions regarding this funding, please do not hesitate to contact the Department of Community Affairs' Division of Housing and Community Resources at (609) 984-6670.

I would like to extend my best wishes for this most worthwhile project and its successful completion.

Sincerely,

Sheila Y. Oliver
LT. Governor



[Return to Application Menu](#) **Scope Of Services**

Instructions: Please complete the information below. For further instructions, please click the Help icon in the upper right hand corner of the page. **Scope Of Services** should be specific, measurable, attainable, realistic, and time oriented.

Application Program Description Objectives **Scope Of Services**

Current Scope Of Services:

- 1. The County of Gloucester, through its County Welfare Agency, (hereafter, the Grantee) shall administer and perform the obligations set forth in this grant agreement with the New Jersey Department of Community Affairs (hereafter, the Department). 2. The Grantee shall use grant funds provided under this agreement to:
 - a. Process all requests for Universal Service Fund check replacements generated through the FAMIS system.
 - b. Respond to Client Inquiries regarding the Low Income Energy Assistance Program (LIEAP) and the Universal Service Fund (USF). c. Encode the FAMIS document of each applicant for Heating Living Arrangement, including the utility company and account number. d. Review the LIEAP non-select report generated before the LIEAP season for accuracy and, if file documentation indicates the case was inappropriately non-selected, correct the FAMIS case prior to the first LIEAP automatic processing run. 3. A 100% advance payment of grant funds shall be released to the County upon execution of this agreement.

Show Comments

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Grant Information

Grantee: Gloucester County
 Vendor #: 21600660-99
 Program: Universal Service Fund - CWA Administration 2019
 Program Year: 2019
 High-Risk Status: [View](#)

Grant Number: 2019-05134-0378-00
 Grant Term: 7/1/2018 - 6/30/2019
 Award Amount: \$5,626.00
 GO's: [View](#)

Contacts

General Information

Grant Information

Grant Title

Grant Description
 Complete this sentence:
 This award will provide funds...

Term Begin Date

Term End Date

Legal Approval Required?

Legal Approval Date

Grant Conditions

2019 Universal Service Fund CWA Administration

to administer the intake and eligibility determination of prospective beneficiaries of the Universal Service Fund, including the accurate input of verified client information into the Family Assistance Management Information System.

7/1/2018

6/30/2019

No

Contract Information

Report Periods

Work Plan

[Edit](#)