

AGENDA

6:00 p.m. Wednesday, August 28, 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 August 14, 2019.

PROCLAMATIONS

P-1 Proclamations presented to Tiny Miss West Deptford 2018, Little Miss West Deptford 2018, Miss West Deptford 2018 and Miss New Jersey's Outstanding Teen 2019. **(To be presented)** (Freeholder Jefferson).

P-2 Proclamation recognizing The Emmanuel Baptist Church Community Outreach Event Celebrating 20 Years (1999-2019) (previously presented) (Freeholder Simmons)

INTRODUCTION OF A REFUNDING BOND ORDINANCE

INTRODUCTION OF A REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF UP TO ALL OF THE COUNTY'S OUTSTANDING CALLABLE GENERAL OBLIGATION BONDS, SERIES 2010, DATED SEPTEMBER 30, 2010; AUTHORIZING THE ISSUANCE OF UP TO \$16,800,000 OF GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, TO FINANCE THE COSTS THEREOF; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

This Refunding Bond Ordinance authorizes the refunding of the County's General Obligation Bonds, Series 2010, to result in interest cost savings to the County. The public hearing and vote for adoption of this Refunding Bond Ordinance will be at the September 18, 2019 Freeholder meeting.

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 AND APPROVING THE BILL LISTS FOR THE MONTH OF AUGUST 2019.

The County Treasurer submits the bill lists for the month of August 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.

A-2 RESOLUTION AUTHORIZING CONTINUANCE OF THE GLOUCESTER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEMS #CK-01-GC AND #16-GL-CP, FOR A JOINT PURCHASING SYSTEM ALLOWING PARTICIPATING MEMBERS TO PURCHASE CONSISTENT WITH CONTRACTS NEGOTIATED BY THE COUNTY FROM OCTOBER 16, 2019 TO OCTOBER 15, 2024.

This Resolution authorizes continuation of the Gloucester County Cooperative Contract Purchasing Systems #CK-01-GC, which allows all municipalities and schools within the County to utilize certain contracts, as well as #16-GL-CP for a Joint Purchasing System, which allows the County to act as lead agent and allowing participating members to purchase consistent with contracts negotiated by the County for the period beginning October 16, 2019 and concluding October 15, 2024.

A-3 RESOLUTION AUTHORIZING PURCHASE OF THE ESET ENDPOINT PROTECTION RENEWAL LICENSE FROM NETWORK SECURITY GROUP FROM SEPTEMBER 16, 2019 TO SEPTEMBER 15, 2022 FOR A TOTAL AMOUNT OF \$18,600.00.

This Resolution authorizes purchase of the ESET Endpoint Protection License, pursuant to N.J.S.A. 40A:11-5(1)(dd), for a standard three-year period from September 16, 2019 to September 15, 2022 for a total amount of \$18,600.00. CAF #19-06940 has been obtained to certify funds.

A-4 RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT AND RELATED SERVICES FROM PLATINUM NETWORKS, LLC FROM AUGUST 28, 2019 TO AUGUST 27, 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00.

This Resolution authorizes the purchase of proprietary camera equipment and related services pursuant to N.J.S.A. 40A:11-5(1)(dd), from Platinum Networks, LLC as the sole authorized dealer for FLIR cameras and networking, which have been installed throughout County offices and buildings.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

B-1 RESOLUTION AUTHORIZING THE PURCHASE OF FURNITURE AND FIXTURES FROM GROUP LACASSE, LLC THROUGH STATE CONTRACT FOR \$19,210.75.

This Resolution will authorize a purchase from Group Lacasse, LLC for furniture for use at the GCPO Child Advocacy Center through State Contract #A81714 for \$19,210.75. CAF #19-06977 was obtained to certify funds.

B-2 RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF LAW AND PUBLIC SAFETY AND ACCEPTING FUNDS FROM THE SFY 2019 OPERATION HELPING HAND GRANT FOR \$100,000.00 FOR GRANT TERM SEPTEMBER 1, 2019 TO AUGUST 31, 2020.

This Resolution will authorize the grant application and resulting grant agreement with the NJ Department of Law and Public Safety, and accept grant funds in the amount of \$100,000.00 to be used further efforts to achieve wellness for "at-risk" individuals, and reduce fatal and non-fatal overdoses. Additionally, these efforts will reduce the financial burden of police response, EMS response, hospital stays, incarceration and adjudication, and lesson the fear and emotional distress placed upon the families affected by this crisis. The County Prosecutors Office is committed to establishing a structured and formalized system of intervention that focuses on treatment, recovery, and wellness for our residents who are suffering from addiction.

B-3 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH JERSEY OVERHEAD DOOR COMPANY FROM SEPTEMBER 19, 2019 TO SEPTEMBER 18, 2021, IN AN AMOUNT NOT TO EXCEED \$80,000.00 PER YEAR.

This Resolution awards a Contract to South Jersey Overhead Door Company for the repair and replacement of existing overhead doors and the installation of new doors, as per bid specifications PD-19-044, for an amount not to exceed \$80,000.00 per year, from September 19, 2019 to September 18, 2021, with the option to extend for two (2) one (1) year terms or one (1) two (2) year term. This Contract is open-ended for "as needed" services, and prior to any services being rendered a Certificate of Availability of Funds must be obtained from the Treasurer.

B-4 RESOLUTION AUTHORIZING CHANGE ORDER #1 TO A CONTRACT WITH DUALL BUILDING RESTORATION, INC., INCREASING THE CONTRACT BY \$6,421.60.

This Resolution authorizes Change Order #1 to a Contract with Duall Building Restoration, Inc., in the amount of \$6,421.60; for labor and materials required to caulk holes and seal building joints in various County buildings, resulting in a new Contract amount of \$41,276.60. C.A.F. # 19-07164 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING THE COUNTY TO ASSUME JURISDICTIONAL CONTROL OVER A PORTION OF DELAWARE STREET, COOPER STREET, AND RED BANK AVENUE IN THE CITY OF WOODBURY.

This Resolution authorizes action by the County to assume jurisdictional control of a portion of Delaware Street, Cooper Street and Red Bank Avenue from the City of Woodbury, pursuant to N.J.S.A. 27:16-1(b).

C-2 RESOLUTION AUTHORIZING THE COUNTY TO VACATE A PORTION OF EAST BARBER AVENUE, SOUTH BARBER AVENUE, AND RAILROAD AVENUE IN THE CITY OF WOODBURY.

This Resolution authorizes the County to relinquish control of a portion of East Barber Avenue, South Barber Avenue and Railroad Avenue, to the City of Woodbury, pursuant to N.J.S.A. 27:16-1(g).

C-3 RESOLUTION AUTHORIZING THE COUNTY TO VACATE A PORTION OF PANCOAST ROAD IN THE TOWNSHIP OF WOOLWICH.

This Resolution authorizes the County to relinquish control of a portion of Pancoast Road (CR 672) from Kings Highway (CR 551) to State Highway Route 322, to the Township of Woolwich, pursuant to N.J.S.A. 27:16-1(g).

C-4 RESOLUTION INCREASING THE CONTRACT WITH STANTEC CONSULTING SERVICES, INC. BY \$189,624.64 FOR A NEW TOTAL CONTRACT AMOUNT OF \$688,041.56.

This Resolution will authorize amendment to the contract with Stantec Consulting Services, Inc. for additional professional design services regarding the Rowan University Fossil Park entrance road, extension of CR 676 as per RFP-018-045, and increase the contract by \$189,624.64, for a new total contract amount of \$688,041.56. CAF #18-10971 was obtained to certify funds.

C-5 RESOLUTION AUTHORIZING AMENDMENTS TO THE CONTRACTS WITH MID-ATLANTIC STATES CAREER AND EDUCATION CENTER AND ST. JOHN OF GOD COMMUNITY SERVICES.

The County entered into contracts with Mid-Atlantic States Career and Education Center and St. John of God Community Services to provide various services, from July 1, 2015 to June 30, 2020. On July 25, 2018, the County adopted a resolution amending both contract amounts, due to annual funding fluctuations and the changing of the program parameters as determined by the New Jersey Department of Labor & Workforce Development and the Gloucester County Workforce Development Board. This Resolution extends the July 1, 2018 to June 30, 2019 funding period through November 30, 2019.

C-6 RESOLUTION APPROVING AMENDMENTS TO THE WORKFORCE DEVELOPMENT BOARD LOCAL PLAN, 2017-2020.

This Resolution is requesting that the Board of Freeholders approve the Gloucester County Workforce Development Board 2017-2020, which aligns its self with the statewide talent development initiatives of the NJ Department of Labor and the NJ State Employment and Training Commission (SETC). The Workforce Development Board (WDB) is legislatively mandated to provide planning, policy and performance oversight for the federal and state funding allocated to the Gloucester County workforce area and the Local Area Plan was created in accordance with guidelines established and issued by the SETC. This document describes strategy employed by the Workforce Development Board to assist residents who are seeking employment and employers who are seeking qualified and trained personnel, and describes future actions

C-7 RESOLUTION AUTHORIZING AGREEMENTS WITH SEVEN NONPROFIT AGENCIES FOR PUBLIC SERVICE PROJECTS, FROM SEPTEMBER 1, 2019 TO AUGUST 31, 2020.

Resolution authorizing agreements with seven (7) nonprofit agencies, pursuant to RFP#19-043, as follows:

- 1) **Food Bank of South Jersey, Inc.** for the provision of nutritional programs for children, in an amount not to exceed \$50,000.00.
- 2) **Center for Family Services, Inc.,** for the provision of the "Get Fit!" Program that will offer health assessment services to homeless and at-risk youth, in an amount not to exceed \$15,000.00.
- 3) **Robins' Nest, Inc.,** for the provision of children's mental health services, in an amount not to exceed \$25,000.00.
- 4) **Boys & Girls Clubs of Gloucester County, Inc.,** for the operation of various programs for low income teens at two (2) locations in Paulsboro and Glassboro, in an amount not to exceed \$25,000.00.
- 5) **Tri-County Community Action Agency, Inc. T/A Gateway Community Action Partnership** for the continuance of an 8-week extended Head Start Program at the Williamstown, Glassboro, Paulsboro, and Swedesboro Head Start Centers, in an amount not to exceed \$25,000.00.
- 6) **Joseph's House of Camden, LLC** for the provision of emergency shelter, supportive housing, social services, and mental health services to the homeless, in an amount not to exceed \$25,000.00.
- 7) **Volunteers of America (VOA) – Eleanor Corbett House Supplemental Housing Program** for the provision of emergency short term shelter and case management, and rental assistance to single women and families experiencing homelessness, in an amount not to exceed \$35,000.00.

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

F-1 RESOLUTION ENDORSING THE YOUTH SERVICES COMMISSION 2020 COMPREHENSIVE PLAN UPDATE AND AUTHORIZING APPLICATION TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR STATE/COMMUNITY PARTNERSHIP, AND FAMILY COURT FUNDS TOTALING \$557,805.00, FROM JANUARY 1, 2020 TO DECEMBER 31, 2020.

Pursuant to procedures outlined by the New Jersey Juvenile Justice Commission, the Gloucester County Youth Services Commission ("GCYSC") completed a 2020 comprehensive plan update, updating the current 2018-2020 plan. The goal of the GCYSC is to provide programming for at-risk youth involved in the juvenile justice system from prevention to diversion, detention, disposition, and reentry, under the direction of the Gloucester County Board of Chosen Freeholders. The funding provided by the Juvenile Justice Commission is separated into two categories: Family Court and State Community/Partnership. According to the 2020 YSC approved plan update, Family Court funding will provide assistance for the Family Crisis Intervention Unit and various educational programs through the County. The State/Community Partnership funding will provide assistance for stationhouse adjustments, repeat offenders, sex offender evaluation and counseling, assistance with employment/education, as well as funding for administrative/program management.

F-2 RESOLUTION AUTHORIZING THE COUNTY TO USE COMPETITIVE CONTRACTING TO ADVERTISE REQUEST FOR PROPOSALS TO SERVE AS THE GLOUCESTER COUNTY INTOXICATED DRIVER RESOURCE CENTER FOR 12 HOUR AND 48 HOUR PROGRAMS.

The County of Gloucester, Department of Human Services is requesting proposals to establish the required 12 hour and 48 hour Intoxicated Driver Resource Programs. These programs are required when residents are convicted in court of alcohol related driving offenses. This Resolution authorizes the use of competitive contracting pursuant N.J.S.A. 40A:11-4.1 to obtain contractors for these services.

F-3 RESOLUTION AUTHORIZING A CONTRACT WITH TYLER TECHNOLOGIES, INC. FOR \$19,162.50.

This Resolution authorizes a contract with Tyler Technologies, Inc. for annual licenses, support, and maintenance of the Environmental Data Management System for the Gloucester County Department of Health and Human Services, for \$19,162.50, from July 1, 2019 to June 30, 2020. C.A.F# 19-06888 has been obtained to certify funds.

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

G-1 RESOLUTION AUTHORIZING THE PURCHASE OF A JOHN DEERE 4066 M TRACTOR FROM CENTRAL JERSEY EQUIPMENT, LLC FOR \$28,000.00.

This Resolution authorizes the purchase of one (1) John Deere 4066 M from Central Jersey Equipment, LLC of 670 Rt. 40, Elmer, New Jersey 08318 for use by the County's Golf Course, as per PD-019-047, for \$28,000.00. CAF# 19-07041 was obtained to certify funds.

G-2 RESOLUTION AUTHORIZING THE PURCHASE OF A TRIPLEX MOWER, JACOBSEN GP 400 FROM LAWN AND GOLF SUPPLY CO., INC. FOR \$34,607.00.

This Resolution authorizes the purchase of one (1) Triplex Mower, Jacobsen GP 400 from Lawn and Golf Supply Co., Inc. of 647 Nutt Road, Phoenixville, PA 19460 for use by the County's Golf Course, as per PD-019-045, for \$34,607.00. CAF# 19-06847 was obtained to certify funds.

Old Business

New Business

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

Adjournment

Time ____

MINUTES

6:00 p.m. Wednesday, August 14, 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 July 24, 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

51980 Proclamation honoring Gavin Wagner for reaching the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. (Presented) (Freeholder Lavender)

51981 Proclamation honoring Nathan Matthias for reaching the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. (Presented) (Freeholder Lavender)

51982 Proclamation in honor and memory of Dr. William J. King (12/14/30 – 7/16/19) (Previously presented) (Deputy Director DiMarco)

51983 Proclamation honoring Jason Eisen for reaching the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. (Previously presented) (Freeholder Christy)

51984 Proclamation honoring Brian Huizenga for reaching the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. (Previously presented) (Freeholder Christy)

51985 Proclamation honoring Tyler Weiss for reaching the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America. (Previously presented) (Freeholder Christy)

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

51986 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2019 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

	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

51987 RESOLUTION AUTHORIZING AN OFF-CAMPUS FEDERAL WORK STUDY AGREEMENT WITH ROWAN UNIVERSITY FROM JULY 1, 2019 TO JUNE 30, 2020.

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

Comments: N/A

51988 RESOLUTION AUTHORIZING THE PURCHASE OF TELEPHONE EQUIPMENT AND RELATED SERVICES FROM CORE BTS, INC. THROUGH STATE CONTRACT FROM AUGUST 1, 2019 TO JULY 31, 2020 IN AN AMOUNT NOT TO EXCEED \$100,000.00.

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

Comments: N/A

51989 RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY, ROWAN COLLEGE OF SOUTH JERSEY, AND THE TOWNSHIP OF DEPTFORD, NEW JERSEY CONCERNING THE DEVELOPMENT OF SPECIAL NEEDS HOUSING.

	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

51990 RESOLUTION AUTHORIZING CERTIFICATION OF THE ANNUAL AUDIT FOR THE YEAR 2018.

	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

51991 RESOLUTION AUTHORIZING GRANT APPLICATIONS TO THE NEW JERSEY DEPARTMENT OF LAW & PUBLIC SAFETY FOR THE 2019 STATE BODY ARMOR REPLACEMENT FUND GRANT IN AN AMOUNT TO BE DETERMINED BY THE FUNDING AGENCY FOR FISCAL YEAR 2019.

	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

51992 RESOLUTION AUTHORIZING APPLICATION TO THE STATE OF NEW JERSEY, OFFICE OF THE ATTORNEY GENERAL, DEPARTMENT OF LAW & PUBLIC SAFETY FOR THE FFY17 SEXUAL ASSAULT RESPONSE TEAM/FORENSIC NURSE EXAMINER GRANT IN THE AMOUNT OF \$87,102.00, WITH AN IN-KIND MATCH OF \$95,402.00, FOR A TOTAL PROGRAM AMOUNT OF \$182,504.00, FROM OCTOBER 1, 2019 TO SEPTEMBER 30, 2020.

	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

51993 RESOLUTION AUTHORIZING A CONTRACT WITH THINK PAVERS HARDSCAPING, LLC IN AN AMOUNT NOT TO EXCEED \$100,000.00.

	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

51994 RESOLUTION AUTHORIZING A CONTRACT WITH EB FENCE, LLC FOR \$28,200.00.

	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

51995 RESOLUTION AUTHORIZING CHANGE ORDER #1 TO A CONTRACT WITH HARRING FIRE PROTECTION, LLC, INCREASING THE CONTRACT BY \$9,000.00, RESULTING IN A NEW CONTRACT AMOUNT OF \$73,000.00.

	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

51996 RESOLUTION AUTHORIZING K-9 TRANSFER AGREEMENTS BETWEEN THE COUNTY AND THOMAS ACCOGLIO.

	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**

51997 RESOLUTION INCREASING THE CONTRACT WITH CME ASSOCIATES IN AN AMOUNT NOT TO EXCEED \$12,375.00 FOR A TOTAL AMOUNT NOT TO EXCEED \$71,406.28.

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

Comments: N/A

51998 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR \$1,947,338

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

Comments: N/A

51999 RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH STATE, INC. FOR \$1,014,125.00.

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

Comments: N/A

52000 RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL (DECREASE) TO CONTRACT WITH SOUTH STATE, INC.

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

Comments: N/A

52001 RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL (DECREASE) TO CONTRACT WITH SOUTH STATE, INC.

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

Comments: N/A

52002 RESOLUTION AUTHORIZING CHANGE ORDER #03-FINAL (DECREASE) TO CONTRACT WITH ZONE STRIPING, INC.

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

Comments: N/A

52003 RESOLUTION AUTHORIZING AN AMENDMENT TO THE SHARED SERVICES AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY FROM SEPTEMBER 1, 2019 TO AUGUST 31, 2020.

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

Comments: N/A

52004 RESOLUTION AUTHORIZING THE EXECUTION OF HUD FORM 7015.15 AND ANY OTHER RELATED DOCUMENTS TO USE FY 2017 AND 2018 HOME PROGRAM FUNDS FOR THE CONSTRUCTION OF TWO AFFORDABLE HOUSING UNITS.

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

Comments: N/A

52005 RESOLUTION AUTHORIZING A CONTRACT WITH TRIAD ASSOCIATES, FROM SEPTEMBER 1, 2019 TO AUGUST 31, 2020, IN AN AMOUNT NOT TO EXCEED \$74,120.00.

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

Comments: N/A

52006 RESOLUTION AUTHORIZING A CONTRACT WITH MASER CONSULTING, P.A., FROM SEPTEMBER 1, 2019 TO AUGUST 31, 2020, IN AN AMOUNT NOT TO EXCEED \$60,000.00.

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

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

52007 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO PHYSIO-CONTROL, INC., FOR \$34,756.20.

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

Comments: N/A

52008 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO PHYSIO-CONTROL, INC., FOR \$185,584.76.

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

Comments: N/A

52009 RESOLUTION AUTHORIZING MEMBERSHIP IN AN INTERCOUNTY MUTUAL AID AND ASSISTANCE AGREEMENT BETWEEN PARTICIPANT UNITS.

	Motion	Second	AYE	NAY	Abstain	Absent
Deputy Director DiMarco			X			
Freeholder Barnes			X			
Freeholder Christy	X		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**

52010 RESOLUTION AUTHORIZING MUNICIPAL AGREEMENTS TO FUND DRUG AND ALCOHOL PREVENTION SERVICES WITHIN GLOUCESTER COUNTY FROM JULY 1, 2019 TO JUNE 30, 2020.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

52011 RESOLUTION AUTHORIZING A TWO YEAR EXTENSION OF CONTRACT WITH RON JAWORSKI'S RIVERWINDS GOLF & TENNIS, FROM MAY 6, 2019 TO MAY 5, 2021, AT NO COST TO THE COUNTY.

	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: 6:25

In Recognition Of
Madison Lasecki
Tiny Miss West Deptford 2018

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Madison Lasecki for winning the title of "Tiny Miss West Deptford 2018"; and

WHEREAS, eight-year-old Madison Lasecki is a West Deptford resident, daughter to Matt and Michelle Lasecki. Madison will be entering third grade at Greenfields Elementary School this 2019 school year. Madison enjoys playing Field Hockey and participating in Cheerleading and Dance. She enjoys horses, reading a good book and playing outside with her new puppy, Bella. In her free time she swims with her sister and her cousin; and

WHEREAS, at the 2018 West Deptford Pageant, Madison received the Interview Award for the Talent competition. The West Deptford Pageant 2018, platform was "Suicide Prevention Awareness" that Madison worked throughout the year to support. During West Deptford Family Fun Day there was a display on Mental Health Awareness and donations were collected to be distributed to support awareness programs in the area; and

WHEREAS, Madison throughout the year has participated in numerous community events through Gloucester County. These events include Woodbury Fall Parade, RiverWinds Spookypalooza, RiverWinds Kids Christmas Party, Gloucester County Autism Walk, Pitman Christmas Parade, Swedesboro Christmas parade, West Deptford Jr. Women's Club Breakfast with Santa, Woodbury Santa Parade and Tree Lighting, West Deptford Committee on the Disabled Down Syndrome Awareness Sock Project, West Deptford Jr. Women's Club Princess Tea, West Deptford Eagle Egg Scramble and West Deptford Library Book Fair..

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 recognize Madison Lasecki for winning the title "Tiny Miss West Deptford 2018".

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 28th day of August, 2019.

Robert M. Damminger
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed.D
Freeholder

Heather Simmons
Freeholder

Attest: _____
Laurie J. Burns
Clerk of the Board

In Recognition Of
Annaztasia Monte Carlo
Little Miss West Deptford 2018

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize **Annaztasia Monte Carlo** for winning the title of "Little Miss West Deptford 2018" at the at 2018 Miss West Deptford pageant; and

WHEREAS, ten-year-old **Annaztasia**, is a resident of West Deptford and daughter to Michael and Nancy Monte Carlo. **Annaztasia** will be a fifth grader this fall at West Deptford Middle School. She enjoys playing soccer and softball, participates on a competitive dance team and is a member of the Girls Scouts of America. She is currently pursuing and learning to play the violin. In her free time she like to do crafts and baking; and

WHEREAS, at the 2018 West Deptford Pageant, **Annaztasia** received the Interview Award for the Talent competition. The West Deptford Pageant 2018, platform was "Suicide Prevention Awareness" that **Annaztasia** worked throughout the year to support. During West Deptford Family Fun Day there was a display on Mental Health Awareness and donations were collected to be distributed to support awareness programs in the area; and

WHEREAS, **Annaztasia** throughout the year has participated in numerous community events through Gloucester County. These events include Woodbury Fall Parade, RiverWinds Spookypalooza, RiverWinds Kids Christmas Party, Gloucester County Autism Walk, Pitman Christmas Parade, Swedesboro Christmas parade, West Deptford Jr. Women's Club Breakfast with Santa, Woodbury Santa Parade and Tree Lighting, West Deptford Committee on the Disabled Down Syndrome Awareness Sock Project, West Deptford Jr. Women's Club Princess Tea, West Deptford Eagle Egg Scramble and West Deptford Library Book Fair..

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 recognize **Annaztasia Monte Carlo** for winning the title "Little Miss West Deptford 2018".

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 28th day of August, 2019.

Robert M. Damminger
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed.D
Freeholder

Heather Simmons
Freeholder

Attest: _____
Laurie J. Burns
Clerk of the Board

Recognizing Emalee Weber Miss West Deptford 2018

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Emalee Weber for winning the title of "Miss West Deptford 2018" at the at 2018 Miss West Deptford pageant; and

WHEREAS, eighteen-year-old Emalee Weber is a resident of a West Deptford and the daughter of Steven and Carrie Weber. Emalee graduated from Gloucester County Institute of Technology in Cosmetology and is pursuing an online degree in Psychology at Columbia Southern University. Emalee is employed as an assistant manager for Pro Image Sports and enjoys snowboarding, camping, hiking and cooking; and

WHEREAS, at the 2018 West Deptford Pageant, Emalee received the Interview Award and a \$1,050.00 scholarship for continuing education. As reigning Miss West Deptford 2018, Emalee's platform was "Suicide Prevention Awareness" a topic very close to her heart. During West Deptford Family Fun Day Emalee promoted her platform by educating residents with a display on Mental Health Awareness and collecting donations to be distributed to support awareness programs in the area; and

WHEREAS, Emalee throughout the year has participated in numerous community events through Gloucester County. These events include Woodbury Fall Parade, RiverWinds Spookypalooza, RiverWinds Kids Christmas Party, Gloucester County Autism Walk, Pitman Christmas Parade, Swedesboro Christmas parade, West Deptford Jr. Women's Club Breakfast with Santa, Woodbury Santa Parade and Tree Lighting, West Deptford Committee on the Disabled Down Syndrome Awareness Sock Project, West Deptford Jr. Women's Club Princess Tea, West Deptford Eagle Egg Scramble and West Deptford Library Book Fair.

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 recognize Emalee Weber for winning the title of "Miss West Deptford 2018".

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 28th day of August, 2019.

Robert M. Damminger
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed.D
Freeholder

Heather Simmons
Freeholder

Attest: _____
Laurie J. Burns
Clerk of the Board

In Recognition Of
Brynn McKinney
Miss New Jersey's Outstanding Teen 2019

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize Brynn McKinney for winning the title of "Miss New Jersey's Outstanding Teen 2019"; and

WHEREAS, fifteen-year-old Brynn, is a resident of Sewell and attends Gloucester Catholic High School. Her post high school ambition is to obtain a clinical doctorate degree in Psychology. She has been an avid Contemporary, Ballet, Lyrical, Jazz and Tap dancer for the last 13 years and a Dance Company Member at Tricia Sloan Dance Center for the past 5 years. She is a vocal student and performed "Don't Rain on My Parade" as her talent in the Miss New Jersey's Outstanding Teen 2019 pageant; and

WHEREAS, Brynn's personal platform issue at the 2019 Miss New Jersey Outstanding Teen, was "You and Me Worry Free....Fighting Anxiety". To promote and advocate for her cause, Brynn shares her personal story of living with anxiety and has created a series of educational videos and a YouTube Channel to talk with her peers about stress and anxiety. She collaborated with GoZen informational program to educate youth about anxiety and positive coping skills, lobbied for NJ Bills-2861, requiring health curriculum for public school students in grades kindergarten through 12th to include instruction on mental health and recruited a team to support National Alliance on Mental Illness (NAMI); and

WHEREAS, Miss America Outstanding Teen's mission statement includes nurturing "Healthy Living". Brynn believes that healthy living must be about more than staying active and eating healthy, but should also include mental health. She feels social media is contributing to anxiety, depression and poor self-esteem among teens. Generally, social media posts show people at their best and during the most exciting parts of their lives. She feels these images do not depict every day or every moment reality. Everyone has less than perfect days and if we do not stay balanced by talking about reality along with all the idealized parts of our lives then we contribute to the negative effects of social media. This is why she will use healthy social media, one of the current most powerful tools, to market Miss America's Outstanding Teen; and

WHEREAS, The Miss New Jersey's Outstanding Teen Organization is an official preliminary to the Miss America is Outstanding Teen Program and little sister to the Miss America Organization. Their mission is to promote scholastic achievement, creative accomplishment, healthy living and community involvement for America's teens. It is a scholarship-based program offering teens the opportunity to scholarship money for college. Brynn represented New Jersey at the national pageant in July that was held in Orlando, Florida and she placed in the top 10 out of 50 contestants; 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 recognize Brynn McKinney for winning the title "Miss New Jersey's Outstanding Teen 2019".

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 28th day of August, 2019.

Robert M. Damminger
Freeholder Director

Frank J. DiMarco
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

James B. Jefferson
Freeholder

James J. Lavender, Ed.D
Freeholder

Heather Simmons
Freeholder

Attest: _____
Laurie J. Burns
Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

RECOGNIZING THE EMMANUEL BAPTIST CHURCH COMMUNITY OUTREACH EVENT CELEBRATING 20 YEARS 1999-2019

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize the Emmanuel Baptist Church Community Outreach event on its 20th year; and

WHEREAS, Reverend Charles Harvey, the Emmanuel Baptist Church congregation and members of the community recognized a need to provide support for families and decided to hold the first Community Outreach event in August of 1999; and

WHEREAS, by garnering support from local businesses, organizations and houses of worship, Reverend Harvey and the congregation were able to procure backpacks, school supplies, clothing, shoes, haircuts and delicious food for everyone, free of charge. They arranged for representatives from Gloucester County and Borough offices, Glassboro Fire Department and the Glassboro Police Department to provide information about services and assistance programs; and

WHEREAS, Reverend Charles Harvey and the Emmanuel Baptist Church congregation have demonstrated the true meaning of outreach and fellowship, and we commend them for their dedication and efforts to support the community; and

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 the Emmanuel Baptist Church Community Outreach Event on celebrating its 20th year.

IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 17th day of August, 2019

Signatures and names of Robert M. Damming (Freeholder Director), Frank J. DiMarco (Freeholder Deputy Director), Lyman Barnes (Freeholder), Daniel Christy (Freeholder), James B. Jefferson (Freeholder), James J. Lavender, Ed.D. (Freeholder), and Heather Simmons (Freeholder). Includes the text 'ATTEST: Laurie J. Burns, Clerk of the Board'.

COUNTY OF GLOUCESTER, NEW JERSEY

ORDINANCE NO. ____

REFUNDING BOND ORDINANCE PROVIDING FOR THE REFUNDING OF UP TO ALL OF THE COUNTY'S OUTSTANDING CALLABLE GENERAL OBLIGATION BONDS, SERIES 2010, DATED SEPTEMBER 30, 2010; AUTHORIZING THE ISSUANCE OF UP TO \$16,800,000 OF GENERAL OBLIGATION REFUNDING BONDS OF THE COUNTY OF GLOUCESTER, NEW JERSEY, TO FINANCE THE COSTS THEREOF; MAKING CERTAIN DETERMINATIONS AND COVENANTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING

BE IT ORDAINED by the Board of Chosen Freeholders ("Board") 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 County of Gloucester, New Jersey ("County"), is hereby authorized to refund up to all of its outstanding callable General Obligation Bonds, Series 2010, dated September 30, 2010, in the aggregate principal amount of \$16,500,000, and maturing as follows (collectively, the "Callable Bonds"):

<u>Maturity Date</u>	<u>Principal Amount</u>
September 15, 2020	\$2,550,000
September 15, 2021	2,600,000
September 15, 2022	2,700,000
September 15, 2023	2,750,000
September 15, 2024	2,900,000
September 15, 2025	3,000,000

The exact principal amount of Callable Bonds to be refunded (which may be less than all of the Callable Bonds) shall be determined pursuant to a resolution adopted by the Board by not less than two-thirds of all the members thereof.

Section 2. To effectuate the refunding of up to all of the Callable Bonds, negotiable general obligation refunding bonds of the County are hereby authorized to be issued in one or more series in an aggregate principal amount not to exceed \$16,800,000 ("Refunding Bonds"), pursuant to the Local Bond Law. The exact principal amount of Refunding Bonds to be issued and terms thereof shall be determined pursuant to a resolution adopted by the Board by not less than two-thirds of all the members thereof.

Section 3. An aggregate amount not exceeding \$200,000 for the items of expense listed in and permitted by Section 51.b. of the Local Bond Law, N.J.S.A. 40A:2-51.b., has been included in the aggregate principal amount of the Refunding Bonds authorized herein.

Section 4. The purpose of the Refunding Bonds is to effect an interest cost savings for the County.

Section 5. Each Refunding Bond authorized herein shall be designated, substantially, "County of Gloucester, New Jersey, General Obligation Refunding Bond, Series 20__" and shall be in the form prescribed and permitted by the Local Bond Law, as Bond Counsel may advise, and as the County shall approve.

Section 6. The Refunding Bonds may be sold at public or private sale pursuant to a resolution of the Board adopted by not less than two-thirds of the full members thereof.

Section 7. 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 prior to the passage of this refunding 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.

Section 8. A certified copy of this refunding bond ordinance as adopted on first reading has been filed with the Director of the Division of Local Government Services in the Department of Community Affairs of the State of New Jersey prior to final adoption, together with a complete statement in the form prescribed by the Director and signed by the County Treasurer as to the outstanding indebtedness to be refunded by the issuance of the Refunding Bonds.

Section 9. This refunding bond ordinance shall take effect twenty (20) days after the first publication thereof after final adoption, as provided by the Local Bond Law, provided that the consent of the Local Finance Board has been endorsed upon a certified copy of this refunding bond ordinance as finally adopted.

Date of Introduction: August 28, 2019

Date of Final Adoption: _____, 2019

COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

**RESOLUTION AUTHORIZING AND APPROVING THE
BILL LISTS FOR THE MONTH OF AUGUST 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 August 23, 2019; and

WHEREAS, the County Division of Social Services (“Division”) has submitted their bill list, including daily payments made by the Division and Administrative payments to be issued, which list was reviewed and approved by the Division’s Finance Officer and Director, and also reviewed and approved by the County Treasurer for the monthly period ending August 23, 2019.

NOW, THEREFORE, BE IT RESOLVED that the County’s bill list for the period ending August 23, 2019, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Board of Chosen Freeholders, 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 August 23, 2019, which includes ratification of prior emergency payments made, as prepared, reviewed and approved by the Division’s Finance Officer and Director, and the County Treasurer, is hereby approved, and the 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, August 28, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING CONTINUANCE OF THE GLOUCESTER COUNTY COOPERATIVE CONTRACT PURCHASING SYSTEMS #CK-01-GC AND #16-GL-CP, FOR A JOINT PURCHASING SYSTEM ALLOWING PARTICIPATING MEMBERS TO PURCHASE CONSISTENT WITH CONTRACTS NEGOTIATED BY THE COUNTY FROM OCTOBER 16, 2019 TO OCTOBER 15, 2024

WHEREAS, the County of Gloucester previously established a Cooperative Contract Purchasing System, designated as #CK-01-GC, as well as #16-GL-CP; and

WHEREAS, the Purchasing System allows participating members to purchase from County vendors in accordance with the same terms as the County; and

WHEREAS, permitting the participating members to do so confers an economic benefit to them; and

WHEREAS, the County of Gloucester is the contracting unit which advertises and receives the bids to provide prices for the contracts which are a part of the Cooperative Purchasing System; and

WHEREAS, it is therefore appropriate to authorize the continuance of the Cooperative Purchasing System for a five-year period from October 16, 2019 to October 15, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That the County hereby authorizes the continuance of the County of Gloucester Cooperative Contract Purchasing System designated as #CK-01-GC, as well as #16-GL-CP, permitting participating members to purchase from County vendors in accordance with the same terms as the County from October 16, 2019 to October 15, 2024; and
2. That the Director of the Board is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, the execution of any and all applicable agreements or other documents which may be required to effectuate the purposes set forth herein on behalf of the County of Gloucester.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on August 28, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION AUTHORIZING PURCHASE OF THE ESET ENDPOINT PROTECTION RENEWAL LICENSE FROM NETWORK SECURITY GROUP FROM SEPTEMBER 16, 2019 TO SEPTEMBER 15, 2022 FOR A TOTAL AMOUNT OF \$18,600.00

WHEREAS, the County of Gloucester, through the Office of Information Technology, has a need for renewal of the County’s ESET Endpoint Protection license for computer virus protection; and

WHEREAS, N.J.S.A. 40A:11-5(1)(dd) permits the provision and performance of goods and services for the support and maintenance of proprietary computer hardware and software without public advertising for bids, and the Office of Information Technology has determined said license renewal is propriety; and

WHEREAS, it has been determined that the County can purchase the standard three-year renewal license (@\$18,426.00) and relative software (@\$174.00) from Network Security Group for a total of \$18,600.00 for the period from September 16, 2019 to September 15, 2022; and

WHEREAS, a Certificate of Availability of Funds has been provided by the County Treasurer certifying funds in the total amount of \$18,600.00 pursuant to CAF #19-06940, with the amount of \$18,426.00 to be charged against budget line item C-04-19-017-140-17243 and the amount of \$174.00 to be charged against line item 9-01-20-140-001-20653.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County’s Qualified Purchasing Agent is hereby authorized to purchase said renewal license and related software per vendor’s quote #NSGQ18587 from Network Security Group, for a total amount of \$18,600.00 from September 16, 2019 to September 15, 2022.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 28, 2019 at Woodbury New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



Quote Number: NSGQ18587
 Date: 08-07-2019
 Valid To: 09-07-2019
 Sales Person: Raven Short

Billing Address
 Gloucester County Government
 Amy Gregg
 1200 N DELSEA DR
 CLAYTON, NJ
 8312
 United States

Shipping Address
 Gloucester County Government
 Amy Gregg
 1200 N DELSEA DR
 CLAYTON, NJ
 8312
 United States

(856) 853-3374
 aggregg@co.gloucester.nj.us

Total: \$ 18,600.00

[Click here to pay](#)

Qty	Devices	Description	Price	Total
1	1500	ESET.EEPS-R3 Renewal ESET Endpoint Protection Standard 3 years	12.40	18,600.00

Customer Notes:

Sub Total	18,600.00
Tax (0.00%)	0.00
Shipping	0.00
Grand Total (USD)	18,600.00

Network Security Group
 2105 Northwest Blvd,
 Newton, NC 28658
 United States

Payment is accepted immediately through representative by any major credit card.

For check remittance please make checks payable to Network Security 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. 19-06940

Pg 1

S H I P T O
GLOUC. CO I.T DEPARTMENT
2 SOUTH BROAD STREET
WOODBURY, NJ 08096
ATTN: AMY GREGG

V E N D O R
VENDOR #: NETW0025
NETWORK SECURITY GROUP INC
PO BOX 860
MARBLEHEAD, MA 01945

ORDER DATE: 08/13/19
REQUISITION NO: R9-21872
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	ESET ENDPOINT PROTECTION RENEWAL STANDARD 3 YEARS ESET.EEPS-R3 1500 @ 12.40 EACH = \$18,600.00 LICENSE KEY:A57V-XF5V-4DU2-EUJ5-MMWS PUBLIC ID: 33E-ES4-7EF CUSTOMER: GLOUCESTER COUNTY GOVERNMENT QUOTE# NSGQ18587 PROPRIETARY RESOLUTION APPROVED:8/28/2019	C-04-19-017-140-17243 ESET - Upgrades	18,426.0000	18,426.00
1.00	PLEASE RETURN PAPERWORK TO AMY GREGG REMAINING BALANCE FOR LINE #1	9-01-20-140-001-20653 Data Processing Software	174.0000	174.00
			TOTAL	18,600.00

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 <i>[Signature]</i>
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	QUALIFIED PURCHASING AGENT

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT AND RELATED SERVICES FROM PLATINUM NETWORKS, LLC FROM AUGUST 28, 2019 TO AUGUST 27, 2020 IN AN AMOUNT NOT TO EXCEED \$50,000.00

WHEREAS, the County of Gloucester, through the Office of Information Technology, has a need for equipment and parts regarding security cameras for use at the Board of Election's Office; and

WHEREAS, N.J.S.A. 40A:11-5(1)(dd) permits the provision and performance of goods and services for the support and maintenance of proprietary computer hardware and software without public advertising for bids, and the Office of Information Technology has determined said equipment and parts are propriety; and

WHEREAS, the County can obtain the necessary service, equipment and parts for use at the County Board of Elections, relative to upgrades for County-wide surveillance cameras that communicate with the camera network previously purchased from Platinum Networks, LLC, who is the sole provider of said equipment, from August 28, 2019 to August 27, 2020 in an amount not to exceed \$50,000.00; and

WHEREAS, in accordance with N.J.S.A. 19:44A-20.4 et seq., this contractor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, this authorized purchase is for estimated units of service on an as-needed basis and is open-ended, which does not obligate the County of Gloucester to make any purchase or engage any service 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 County's Qualified Purchasing Agent is authorized to purchase said equipment, parts and related services from Platinum Networks, LLC as per vendor's quote #1210, in an amount not to exceed \$50,000.00 from August 28, 2019 to August 27, 2020; and

BE IT FURTHER RESOLVED, that prior to any purchase made or service rendered pursuant to this resolution, 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 August 28, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



Platinum Networks, LLC
 PO Box 363
 Navesink, NJ 07752
 www.platinumnetworks.org

DAVE

Quote 1210

ADDRESS

Brian Reid
 Gloucester County
 2 South Broad Street
 Woodbury, NJ 08096

DATE
 03/21/2019

TOTAL
 \$33,979.45

ACTIVITY	QTY	RATE	AMOUNT
360 Degree Outdoor - Wall mounted:			
Part:CM-6308-P1-I Quasar 4x2K Panoramic Camera, Indoor/Outdoor, Vandal Resistant, IR LED, sWDR, 3.6mm Fixed (Quad Sensor - 360 degree)	4	1,799.00	7,196.00
Part:CM-CAPX-63P Pendant Cap for CM-63xx-P1-I	4	137.00	548.00
Part:CM-ASMX-G3 Wall mount bracket (1.5 inch threaded)	4	99.00	396.00
Part:CM-CPMR-G3 90° Exterior Angle corner adapter for Cx-xxxx-G3 mounts	4	99.00	396.00
Part:CM-IMG5-63P 5th Imager for CM-63xx-P1-I (optional accessory for 360° model)	4	449.00	1,796.00
360 Degree Indoor:			
Part:CM-5308-P1-I Quasar 4x2K Panoramic Camera, Indoor/Outdoor, Vandal Resistant, IR LED, sWDR, 3.6mm Fixed (Quad Sensor)	2	1,799.00	3,598.00
Part:CM-IMG5-63P 5th Imager for CM-63xx-P1-I (optional accessory for 360° model)	2	449.00	898.00
Fixed Outdoor - Ceiling Mounted:			
CM-3008-11-I Aesul Ultra HD (4K) Mini-dome Camera, Indoor/Outdoor, Vandal Resistant, IR LED, sWDR, 3.5-9mm Motorized, 3-Stream, Audio Alarm In/out, SOE, POE	1	999.00	999.00
CM-302X-31 Surface Mount Backbox for CM31 and CM33 series cameras	1	99.00	99.00
Fixed Outdoor - Wall Mounted:			

DESCRIPTION	QTY	RATE	AMOUNT
CM-3308-11-I Ariel Ultra HD (4K) Mini-dome Camera, Indoor/Outdoor, Vandal Resistant, IR LED, sWDR, 3.5-9mm Motorized, 3-Stream, Audio/Alarm in/out, SOE, POE	1	999.00	999.00
Parts:CM-CAPX-31 Pendant Cap for CM-31 or CM-33 Series	1	99.00	99.00
Parts:CM-ARMX-G3 Wall mount bracket (1.5 inch threaded)	1	99.00	99.00
Server:			
Parts:HRSMB18 Horizon NVR 1U RAID Server Including 24 video channels, 10 user and five mobile connection Licenses. Includes 24TB raw (18TB usable) RAID-5 configured internal storage.	1	11,881.50	11,881.50
Service:NE-001 Network Engineer (Hours) - Configure Server and Load O/S	1	750.00	750.00
Workstation for Viewing:			
Parts:USS-WKS-DM Client Workstation with dual monitor support. Includes OS optimization for Latitude/Horizon/Meridian application. Software purchased separately	1	2,900.00	2,900.00
Parts:USS-MON-24-FHD 24 Full HD Widescreen LED Monitor with Height Adjustable Stand for use with Latitude, Horizon and Meridian	1	379.95	379.95
Service:NE-001 Network Engineer (Hours) - Configure Workstation and load Control Center and O/S	1	450.00	450.00
Software Agreement (Annual):			
Service:SSA-GLD-1Y-RN One Year DVTEL Gold Software Service Agreement	1	495.00	495.00

TOTAL	\$33,979.45
--------------	--------------------

THANK YOU.

Accepted By

Accepted Date

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: PLATINUM NETWORKS LLC
Signed: [Signature] Title: PRESIDENT
Print Name: MICHAEL R BRANSON Date: 5/20/19

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.

B-1

**RESOLUTION AUTHORIZING THE PURCHASE OF FURNITURE AND
FIXTURES FROM GROUP LACASSE, LLC THROUGH
STATE CONTRACT FOR \$19,210.75**

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, the County of Gloucester, through the Office of the Prosecutor has a need for certain furniture and fixtures for use at the Gloucester County Child Advocacy Center; and

WHEREAS, it has been determined that the County can purchase said equipment through State Contract #A81714 from Group Lacasse, LLC for \$19,210.75; and

WHEREAS, a Certificate of Availability of Funds has been provided by the County Treasurer certifying funds in the amount of \$19,210.75 pursuant to CAF #19-06977, which amount shall be charged against budget line item G-02-19-269-000-20620.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the County's Qualified Purchasing Agent is authorized to purchase said furniture and fixtures for the hereinabove purpose from Group Lacasse, LLC, through State Contract No. A81714 for \$19,210.75.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 28, 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. 19-06977

SHIP TO
GLOUC. CO PROSECUTORS OFFICE
PO BOX 623, 70 HUNTER ST.
WOODBURY, NJ 08096 (3RD FLOOR)
856-384-5500/JUSTICE COMPLEX

VENDOR
GROUP LACASSE LLC.
C/O DANIELLE RICHER.
99 ST PIERRE ST
ST.PIE, QUEBEC CANADA, CA JOH 1W0
VENDOR #. GROUP 010

ORDER DATE: 08/13/19
REQUISITION NO: R9-21508
DELIVERY DATE:
STATE CONTRACT: A81714
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	LACASSE Desk, Rect., Sngl. Ped Left, Full-Ht. Mod. Pnl, Std Dwrs, B/F, Sq. Silver Hndl 30"D x 66"W Wood Grain: Hazelnut Product #: 31NE-F3066S.4	G-02-19-269-000-20620 Furniture & Fixtures	644.1500	644.15
1.00	LACASSE Desk, Rect., Sngl. Ped Right, Full-Ht. Mod. Pnl, Std Dwrs, B/F, Sq. Silver Hndl 30"D x 66"W Wood Grain: Hazelnut Product #: 31NE-S3066F.4	G-02-19-269-000-20620 Furniture & Fixtures	644.1500	644.15
1.00	LACASSE LATERAL FILE / 4 STEEL DRAWERS, SILVER ACCENT, 36X20X58 Wood Grain: Hazelnut Product #: LNLS-203658LF4	G-02-19-269-000-20620 Furniture & Fixtures	1,424.1500	1,424.15
2.00	LACASSE DISC BASE - Silver Metal Product #: TNNS-DC22	G-02-19-269-000-20620 Furniture & Fixtures	380.9000	761.80
1.00	LACASSE SPECIAL - Racetrack Top - 1 1/2 inch	G-02-19-269-000-20620 Furniture & Fixtures	448.5000	448.50

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>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>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p>
<p>VENDOR SIGN HERE _____ DATE _____</p>		<p>TREASURER / CFO <i>Kumbal</i></p>
<p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p>	<p>DEPARTMENT HEAD _____ DATE _____</p>	<p>QUALIFIED PURCHASING AGENT</p>

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

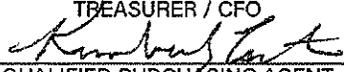
PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-06977

SHIP TO	GLOUC. CO PROSECUTORS OFFICE PO BOX 623, 70 HUNTER ST. WOODBURY, NJ 08096 (3RD FLOOR) 856-384-5500/JUSTICE COMPLEX
	VENDOR #.: GROUP010
VENDOR	GROUP LACASSE LLC. C/O DANIELLE RICHER. 99 ST PIERRE ST ST.PIE,QUEBEC CANADA, CA JOH 1W0

ORDER DATE: 08/13/19
REQUISITION NO: R9-21508
DELIVERY DATE:
STATE CONTRACT: A81714
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Laminate with smooth edge, 66"W x 36"D, SPE121788 Wood Grain: Hazelnut Product #: ST5NN-RT3666 LACASSE LATERAL FILE / 4 STEEL DRAWERS, SILVER ACCENT, 36X20X58 Wood Grain: Hazelnut	G-02-19-269-000-20620 Furniture & Fixtures	1,424.1500	1,424.15
4.00	Product #: LNLS-203658LF4 LACASSE Pedestal, Mobile, Std. Dwrs, B/F Sq. Silver Hndl, 18"D x 15"W x 20 3/4"H Wood Grain: Hazelnut	G-02-19-269-000-20620 Furniture & Fixtures	486.2000	1,944.80
4.00	Product #: 3NNE-MP1518F LACASSE Table, Rectangular, Shell, 3/4-Ht. Mod. Pnl, Full-width Leg Pnl 24"D x 72"W Wood Grain: Hazelnut	G-02-19-269-000-20620 Furniture & Fixtures	414.0500	1,656.20
4.00	Product #: 31NN-DT2472A LACASSE Cushions for mobile pedestals CREPE - ONYX	G-02-19-269-000-20620 Furniture & Fixtures	154.7000	618.80

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 _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	TREASURER / CFO  QUALIFIED PURCHASING AGENT
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

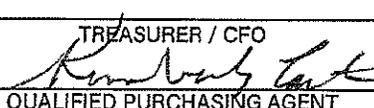
PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-06977

SHIP TO	GLOUC. CO PROSECUTORS OFFICE PO BOX 623, 70 HUNTER ST. WOODBURY, NJ 08096 (3RD FLOOR) 856-384-5500/JUSTICE COMPLEX
	VENDOR #. GROUP 010 GROUP LACASSE LLC. C/O DANIELLE RICHER. 99 ST PIERRE ST ST.PIE, QUEBEC CANADA, CA JOH IWO

ORDER DATE: 08/13/19
REQUISITION NO: R9-21508
DELIVERY DATE:
STATE CONTRACT: A81714
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00	Product #: LGC-CU1518 LACASSE Return, Exec., Sngl. Ped Right, 3/4-Ht. Mod. Pnl, Std Dwrs, B/F, Sq. Silver Hndl 24"D x 42"W Wood Grain: Hazelnut	G-02-19-269-000-20620 Furniture & Fixtures	470.6000	941.20
1.00	Product #: 31NE-R2442F LACASSE Return, Exec., Sngl. Ped Left, 3/4-Ht. Mod. Pnl, Std Dwrs, B/F, Sq. Silver Hndl 24"D x 42"W Wood Grain: Hazelnut	G-02-19-269-000-20620 Furniture & Fixtures	470.6000	470.60
1.00	Product #: 31NE-F2442R LACASSE Return, Exec., Sngl. Ped Left, 3/4-Ht. Mod. Pnl, Std Dwrs, B/F, Sq. Silver Hndl 24"D x 48"W Wood Grain: Hazelnut	G-02-19-269-000-20620 Furniture & Fixtures	501.1500	501.15
1.00	Product #: 31NE-F2448R LACASSE SPECIAL - Cafe Height Table, Round 1 1/2 inch laminate with smooth edge, 24"W x	G-02-19-269-000-20620 Furniture & Fixtures	659.7500	659.75

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 _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	TREASURER / CFO  QUALIFIED PURCHASING AGENT
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.	19-06977

SHIP TO	GLOUC. CO PROSECUTORS OFFICE PO BOX 623, 70 HUNTER ST. WOODBURY, NJ 08096 (3RD FLOOR) 856-384-5500/JUSTICE COMPLEX
	VENDOR #1: GROUP010
VENDOR	GROUP LACASSE LLC. C/O DANIELLE RICHER. 99 ST PIERRE ST ST.PIE, QUEBEC CANADA, CA JOH 1W0

ORDER DATE: 08/13/19
REQUISITION NO: R9-21508
DELIVERY DATE:
STATE CONTRACT: A81714
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	24"D, disc base included, SPE121641 Wood Grain: Hazelnut Product #: ST5NN-R24 LACASSE Bookcase, Open, 14"D x 36"W x 73"H Wood Grain: Hazelnut	G-02-19-269-000-20620 Furniture & Fixtures	448.5000	448.50
1.00	Product #: 3NNN-B367314 LACASSE Desk, Rect., Sngl. Ped Left, Full-Ht. Mod. Pnl, Std Dwrs, B/F, Sq. Silver Hndl 30"D x 72"W Wood Grain: Hazelnut	G-02-19-269-000-20620 Furniture & Fixtures	674.7000	674.70
1.00	Product #: 31NE-F3072S.4 LACASSE Return, Exec., Sngl. Ped Right, 3/4-Ht. Mod. Pnl, Std Dwrs, B/F, Sq. Silver Hndl 24"D x 48"W Wood Grain: Hazelnut	G-02-19-269-000-20620 Furniture & Fixtures	501.1500	501.15
1.00	Product #: 31NE-R2448F LACASSE LATERAL FILE / 2 STEEL DRAWERS, SILVER ACCENT, 36X20X29	G-02-19-269-000-20620 Furniture & Fixtures	949.0000	949.00

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 _____	<p style="text-align: center;">DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p style="text-align: center;">TREASURER / CFO <i>[Signature]</i> QUALIFIED PURCHASING AGENT</p>

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.	19-06977

SHIP TO	GLOUC. CO PROSECUTORS OFFICE PO BOX 623, 70 HUNTER ST. WOODBURY, NJ 08096 (3RD FLOOR) 856-384-5500/JUSTICE COMPLEX
	VENDOR #: GROUP010
VENDOR	GROUP LACASSE LLC. C/O DANIELLE RICHER. 99 ST PIERRE ST ST.PIE,QUEBEC CANADA, CA JOH 1W0

ORDER DATE: 08/13/19
REQUISITION NO: R9-21508
DELIVERY DATE:
STATE CONTRACT: A81714
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Wood Grain: Hazelnut Product #: LNLS-203629LF2 LACASSE LATERAL FILE / 4 STEEL DRAWERS, SILVER ACCENT, 36X20X58 Wood Grain: Hazelnut	G-02-19-269-000-20620 Furniture & Fixtures	1,424.1500	1,424.15
1.00	Product #: LNLS-203658LF4 LACASSE Desk, Rect., Sngl. Ped Right, Full-Ht. Mod. Pnl, Std Dwrs, B/F, Sq. Silver Hndl 30"D x 72"W Wood Grain: Hazelnut	G-02-19-269-000-20620 Furniture & Fixtures	674.7000	674.70
1.00	Product #: 31NE-S3072F.4 LACASSE Return, Exec., Sngl. Ped Left, 3/4-Ht. Mod. Pnl, Std Dwrs, B/F, Sq. Silver Hndl 24"D x 48"W Wood Grain: Hazelnut	G-02-19-269-000-20620 Furniture & Fixtures	501.1500	501.15
2.00	Product #: 31NE-F2448R LACASSE LATERAL FILE / 2 STEEL DRAWERS, SILVER ACCENT, 36X20X29	G-02-19-269-000-20620 Furniture & Fixtures	949.0000	1,898.00

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>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>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p>					
<table border="1" style="width: 100%;"> <tr> <td>VENDOR SIGN HERE</td> <td>DATE</td> </tr> <tr> <td>TAX ID NO. OR SOCIAL SECURITY NO.</td> <td>DATE</td> </tr> </table>	VENDOR SIGN HERE		DATE	TAX ID NO. OR SOCIAL SECURITY NO.	DATE	<table border="1" style="width: 100%;"> <tr> <td style="text-align: center;">TREASURER / CFO <i>Ronald L...</i></td> </tr> <tr> <td style="text-align: center;">QUALIFIED PURCHASING AGENT</td> </tr> </table>	TREASURER / CFO <i>Ronald L...</i>
VENDOR SIGN HERE	DATE						
TAX ID NO. OR SOCIAL SECURITY NO.	DATE						
TREASURER / CFO <i>Ronald L...</i>							
QUALIFIED PURCHASING AGENT							
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	<table border="1" style="width: 100%;"> <tr> <td>DEPARTMENT HEAD</td> <td>DATE</td> </tr> </table>	DEPARTMENT HEAD	DATE				
DEPARTMENT HEAD	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

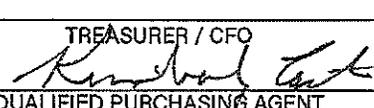
PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	19-06977

SHIP TO	GLOUC. CO PROSECUTORS OFFICE PO BOX 623, 70 HUNTER ST. WOODBURY, NJ 08096 (3RD FLOOR) 856-384-5500/JUSTICE COMPLEX
	VENDOR #1: GROUP010
VENDOR	GROUP LACASSE LLC. C/O DANIELLE RICHER. 99 ST PIERRE ST ST.PIE, QUEBEC CANADA, CA JOH 1W0

ORDER DATE: 08/13/19
 REQUISITION NO: R9-21508
 DELIVERY DATE:
 STATE CONTRACT: A81714
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	Wood Grain: Hazelnut Product #: LNLS-203629LF2			
			TOTAL	19,210.75

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 _____ TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	TREASURER / CFO  QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

B-2

RESOLUTION AUTHORIZING GRANT APPLICATION AND AGREEMENT WITH NJ DEPARTMENT OF LAW AND PUBLIC SAFETY AND ACCEPTING FUNDS FROM THE SFY 2019 OPERATION HELPING HAND GRANT FOR \$100,000.00 FOR GRANT TERM SEPTEMBER 1, 2019 TO AUGUST 31, 2020

WHEREAS, the Gloucester County Prosecutor's Office seeks to submit a grant application with the NJ Department of Law and Public Safety for the SFY 2019 Operation Helping Hand Grant, for funds to be used to establish a program to provide law enforcement officers an active role in identifying individuals with substance use disorders and working with community partners to serve as a point of entry for treatment and/or recovery support services; and

WHEREAS, the County Prosecutor's Office 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, and that it has submitted the grant application to the County Treasurer's Office for review, and the Treasurer has approved said application; and

WHEREAS, the Gloucester County Board of Chosen Freeholders accepts the grant funds requested in the amount of \$100,000.00, for grant period September 1, 2019 to August 31, 2020, and understands the grant award will be subject to the conditions and regulations issued by the granting authority for the administration of the grant.

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 is directed to attest to, the grant application and any resulting grant agreement with the Department of Law and Public Safety for the SFY 2019 Operation Helping Hand Grant; and

BE IT FURTHER RESOLVED, that the Board of Chosen Freeholders hereby confirms that the grant funds received will be used for the purposes set forth in the application, pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority as may be required, and that the County Prosecutor's Office shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 28, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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



**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SUBAWARD**

PROJECT TITLE State Fiscal Year (SFY) 2019 Governor Phil Murphy Budget – Operation Helping Hand Grant Program	SUBAWARD AMOUNT State \$ 100,000 Match \$ 0 Total \$ 100,000
IMPLEMENTING AGENCY State of New Jersey, Department of Law and Public Safety, Office of the Attorney General	DATE OF AWARD July 3, 2019
SUBRECIPIENT Gloucester County Prosecutor’s Office	STATE ACCOUNT NO. 19-100-066-1000-200

In accordance with the provisions of applicable state and federal laws and based upon the project application, the Department of Law and Public Safety hereby awards to the above named Subrecipient, a subaward in the amount specified for the purposes set forth in the approved application.

This subaward is subject to all applicable federal and state statutes, as well as the requirements set forth in the application authorization, the approved project narrative and timeline, required certifications, and any general conditions, assurances, and special conditions attached to the grant program. This subaward is also subject to all applicable statutes of the State of New Jersey and all Federal, State, and Local financial accounting requirements, including the filing of single audits, as required under 2 C.F.R. Part 200, Subpart F, Audit Requirements (2 C.F.R. §200.500, et seq.) and State Circular Letters 15-08-OMB and 07-05-OMB (if applicable).

This subaward incorporates all conditions and representations contained or made in the application and notice of availability of funds (if applicable).

FOR THE SUBRECIPIENT:

**FOR THE STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY:**

Signature of Authorizing Official

Attorney General or Designee

Robert M. Dammingier - Freeholder Director
Typed Name of Authorizing Official and Title

Date

Date

Subaward Number: 0HH-08-2019

Subaward Period: 09/01/2019 - 8/31/2020

Subrecipient Fiscal Year Start Date: FY2019

Contact:
 Kelly Levy, Deputy Attorney General
 Office of the Attorney General
 Department of Law and Public Safety
 609-433-4864
 levyk@njdcj.org

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL
SFY19 OHH AWARD CONDITIONS

CERTIFICATION

I certify that the program(s) proposed in the Subrecipient's application and this Subaward meet all the requirements of the State of New Jersey, Department of Law and Public Safety, Office of the Attorney General, Governor Phil Murphy State Fiscal Year (SFY) 2019 Budget - Operation Helping Hand Grant Program, that all the information presented is correct, that there has been appropriate coordination with affected agencies, and that the applicant will comply with these conditions, the provisions of the grant program, and all other applicable federal and state laws, regulations, and guidelines.

Subrecipient

Subaward #

Signature of Authorized Official

Title

Robert Damming
Printed Name of Authorized Official

Date

APPLICATION AUTHORIZATION

I certify that the information in this application is true and correct, that the undersigned possesses the authority to apply for this grant, and that the applicant will comply with all Conditions and Assurances associated with this program.

The undersigned gives authorization to submit the application to the State of New Jersey, Department of Law & Public Safety for the following subaward project:

**State Fiscal Year (SFY) 2019 Governor Phil Murphy Budget --
Operation Helping Hand Grant Program**

(Signature of Authorized Official)

(Date)

Robert Damminger, Freeholder Director
(Print Name and Title)

(Name of Unit of Government)

RESOLUTION AUTHORIZING A CONTRACT WITH SOUTH JERSEY OVERHEAD DOOR COMPANY FROM SEPTEMBER 19, 2019 TO SEPTEMBER 18, 2021, IN AN AMOUNT NOT TO EXCEED \$80,000.00 PER YEAR

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the repair and replacement of existing overhead doors and the installation of new doors, pursuant to bid specifications found at PD-19-044; and

WHEREAS, after following proper bidding procedure, it was determined that South Jersey Overhead Door Company, with offices at 1360 North Delsea Drive and a mailing address of P.O. Box 1386, Vineland, New Jersey 08362 was the lowest responsive and responsible bidder for such services, in an amount not to exceed \$80,000.00 per year, from September 19, 2019 to September 18, 2021, with the option to extend for two (2) one (1) year terms or one (1) two (2) year term; and

WHEREAS, bids were publicly received and opened on August 13, 2019; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time as this is an open-ended Contract, for "as needed" services, and prior to any purchase being made and/or services being rendered pursuant to this 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 a Contract with South Jersey Overhead Door Company, for the repair and replacement of existing overhead doors and the installation of new doors, as needed, pursuant to PD-19-044, in an amount not to exceed \$80,000.00 per year, from September 19, 2019 to September 18, 2021, with the option to extend for two (2) one (1) year terms or one (1) two (2) year term; 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, August 28, 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
SOUTH JERSEY OVERHEAD DOOR COMPANY**

THIS CONTRACT is made effective the 28th day of **August, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with principal offices at 2. S. Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **SOUTH JERSEY OVERHEAD DOOR COMPANY**, with offices at 1360 North Delsea Drive and a mailing address of P.O. Box 1386, Vineland, New Jersey 08362, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the County to contract for the repair and replacement of existing overhead doors and the installation of new doors; and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract and specifications found in PD-019-044.

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. **TERM.** Contract shall be for the two (2) year period from September 19, 2019 to September 18, 2021, with the option to extend for two (2) one (1) year terms or for one (1) two (2) year term.
2. **COMPENSATION.** Contractor shall be compensated in an amount not to exceed \$80,000.00 per year, as per Contractor's response to PD-019-044.

Contractor shall be paid in accordance with this Contract document upon County's 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 Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in specifications identified as PD-019-044, and Contractor's response, 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.

Contractor agrees that it has complied 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 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 or subcontractors.

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 Contractor or subcontractor 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, negligence, or gross misconduct of the Contract by the Contractor.

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 in writing.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to 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 Contractor'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 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 or omissions occurring prior to termination.

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

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

10. **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.

11. **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.

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 Contractor or its subcontractors, 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 contract or related to any matter which is the subject of or incidental to this contract (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 CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

18. **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 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.** Contractor agrees not to use, 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 shall consist of this document, the specifications of PD-019-044 and Contractor's bid response. If there is a conflict between this Contract and the specification or the bid response, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the ____ day of _____, 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:

**SOUTH JERSEY OVERHEAD
DOOR COMPANY**

Name:
Title:

**RESOLUTION AUTHORIZING CHANGE ORDER #1 TO A CONTRACT WITH
DUAL BUILDING RESORATION, INC.,
INCREASING THE CONTRACT BY \$6,421.60**

WHEREAS, a Contract for the power washing of County buildings, as per bid specifications PD-19-034, was previously awarded to Duall Building Restoration, Inc., 531 Union Mill Road, Mt. Laurel, New Jersey on July 10, 2019, for the amount of \$34,855.00; and

WHEREAS, Peter A. Scirrotto, Superintendent of the Department of Buildings and Grounds, has recommended a Change Order to that Contract in the amount of \$6,421.60, for additional labor and materials required to caulk holes and seal building joints at various County facilities, resulting in a new Contract amount of \$41,276.60; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of the funds in the amount of \$6,421.60, pursuant to CAF# 19-07164, which amount shall be charged against budget line item C-04-19-018-310-18292; which encumbrance is for additional labor and materials as described herein.

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 said Change Order #1 for the aforementioned purpose for the amount of \$6,421.60, resulting in a new Contract amount of \$41,276.60.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held August 28, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

CHANGE ORDER FORM

- 1. Name & Address of Vendor:
Duall Building Restoration Inc.
531 Union Mill Rd.
Mt. Laurel NJ 08054
- 2. Description of project or contract:
 - a. Additional overtime for Saturday work
 - b. Caulk hole/spot joints
 - c. Cutout/caulk butt joints
- 3. Resolution date and term of original contract: 7/10/19
- 4. Amount of original contract: \$34,855.00
- 5. Original CAF# / Purchase Order number: 19-05816
- 6. Amount of previously authorized change orders: \$ 0
- 7. Amount of this change order: \$ 6,421.60
- 8. New total amount of contract: \$41,276.60
- 9. Need or purpose of this change order:

Repair areas of the building found during power washing the building.

This change order requested by Pete Scirrotto on 8/14/19
(Dept. Head) (Date)

Accepted by Mary Beth Atkinson on 8/14/19
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest: Laurie J. Burns, Clerk of the Board

By: Robert M. Damming, Director

TO ALL VENDORS: THIS CHANGE ORDER IS NOT OFFICIAL NOR AUTHORIZED UNTIL SUCH TIME AS THIS CHANGE ORDER IS ACCEPTED BY THE BOARD OF CHOSEN FREEHOLDERS, COUNTY OF GLOUCESTER WITH APPROPRIATE RESOLUTION.



August 9, 2019

The County of Gloucester
2 South Broad Street
Woodbury, NJ 08096

Attn: Mr. William Bain Jr.
Assistant Director

Re: Change Order #1 Request – Overtime & Miscellaneous Masonry Repairs

Dear Mr. Bain:

Pursuant to your request, please see breakdown below for a change order #1 request for overtime & miscellaneous masonry repairs. Power washing on Saturday @ the Administration Building.

Scope of work

- Overtime – 8hrs 1/man & Police Officer/Car = \$2,126.35
- Caulk Holes/Spot point – 16hrs 1/m & Material = \$2,196.50
- Cutout/Caulk Butt joints @ Stone Band = \$2,098.75

Change Order #1 Total = \$6,421.60

Authorized Signature
Gloucester County

Date

8/13/19

PO#

Respectfully Yours,
DUALL BUILDING RESTORATION, INC.

Robert H. Atkinson
President

C-04-19-018-310-18292

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.	19-07164

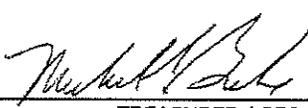
Pg

SHIP TO	GLOUC. CO BUILDINGS & GROUNDS SHADY LANE COMPLEX (251-6700) 254 COUNTY HOUSE ROAD CLARKSBORO, NJ 08020
VENDOR	VENDOR #: DUALLO31 DUAL BUILDING RESTORATION INC 531 UNION MILL ROAD MT. LAUREL, NJ 08054

ORDER DATE: 08/16/19
REQUISITION NO: R9-22053
DELIVERY DATE:
STATE CONTRACT: PD-19-034
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	CHANGE ORDER # 1 PD 19-034 OVERTIME HOURS 8 HRS 1 MAN & POLICE OFFICER \$2,126.35 CAULK HOLES/SPOT POINT - 15 HRS PLUS MATERIAL \$2,196.50 CUTOUT/CAULK BUTT JOINTS - \$2,098.75	C-04-19-018-310-18292 Countywide Power Washing	6,421.6000	6,421.60
			TOTAL	6,421.60

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 _____
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

RESOLUTION AUTHORIZING THE COUNTY TO ASSUME JURISDICTIONAL CONTROL OVER A PORTION OF DELAWARE STREET, COOPER STREET, AND RED BANK AVENUE IN THE CITY OF WOODBURY

WHEREAS, the County of Gloucester (hereinafter "County") has engaged in discussions with the City of Woodbury (hereinafter "City") regarding the County assuming jurisdictional control of three (3) portions of roadway from the City of Woodbury, and both parties are in agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That the County shall assume jurisdiction and control of the following portions of roadway in the City of Woodbury, pursuant to N.J.S.A. 27:16-1(b):
 - a. Delaware Street (CR 640) from State Highway Route 45 to the Municipal Boundary with the Township of West Deptford.
 - b. Cooper Street (CR 534) from State Highway Route 45 to the Municipal Boundary with the Township of Deptford.
 - c. Red Bank Avenue (CR 644) from The Municipal Boundary with the Township of West Deptford to the Municipal Boundary with the Township of Deptford.
2. That this Resolution be recorded in the Office of the Clerk of Gloucester County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 28, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

C-2

RESOLUTION AUTHORIZING THE COUNTY TO VACATE A PORTION OF EAST BARBER AVENUE, SOUTH BARBER AVENUE, AND RAILROAD AVENUE IN THE CITY OF WOODBURY

WHEREAS, the County of Gloucester (hereinafter "County") has engaged in discussions with the City of Woodbury (hereinafter "City") regarding the County relinquishing jurisdictional control of three (3) portions of roadway, to the City of Woodbury, and both parties are in agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That the County shall vacate jurisdiction and control of the following portions of roadway in the City of Woodbury, pursuant to N.J.S.A. 27:16-1(g):
 - a. East Barber Avenue (CR 663) from State Highway Route 47 to Tanyard Road (CR 663).
 - b. South Barber Avenue (CR 649) from East Barber Avenue (CR 663) to Evergreen Avenue (CR 650).
 - c. Railroad Avenue (CR 708) from Cooper Street to East Barber Avenue (CR 663).
2. That this Resolution shall be recorded in the Clerk's Office of Gloucester County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 28, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

C-3

**RESOLUTION AUTHORIZING THE COUNTY TO VACATE A PORTION
OF PANCOAST ROAD IN THE TOWNSHIP OF WOOLWICH**

WHEREAS, the County of Gloucester (hereinafter "County") has engaged in discussions with the Township of Woolwich (hereinafter "Township") regarding the County relinquishing jurisdictional control of Pancoast Road (CR 672) between Kings Highway (CR 551) and State Highway Route 322, to the Township of Woolwich, and both parties are in agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That the County shall vacate jurisdiction and control of Pancoast Road (CR 672) within the Township of Woolwich from Kings Highway (CR 551) to State Highway Route 322, pursuant to N.J.S.A. 27:16-1(g).
2. That this Resolution be recorded in the Office of the Clerk of Gloucester County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 28, 2019, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

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

RESOLUTION INCREASING THE CONTRACT WITH STANTEC CONSULTING SERVICES, INC. BY \$189,624.64, FOR A NEW TOTAL CONTRACT AMOUNT OF \$688,041.56

WHEREAS, by Resolution adopted December 19, 2018, the County of Gloucester (“County”) awarded a contract to Stantec Consulting Services, Inc. for engineering design services as per RFP-018-45, regarding construction of the Rowan University Fossil Park Entrance Road, extension of CR 676 in the Township of Mantua, known as Engineering Project #16-14; and

WHEREAS, the County Engineer has recommended an amendment to increase the contract by \$189,642.64, resulting in a new total contract amount of \$688,041.56, due to a necessitated extension of the proposed Park Entrance Road by approximately 2,000 feet, in order for it to properly meet the existing Mantua Township access road adjacent to Route 55; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to CAF No. 18-10971, which amount shall be charged against budget line item G-02-18-706-000-12211.

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 Stantec Consulting Services, Inc., to increase the contract amount by \$189,642.64, for a new total contract amount of \$688,041.56.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 28, 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
STANTEC CONSULTING SERVICES, INC.**

THIS is an amendment to a contract which was entered into on the **19th** day of **December, 2018**, by and between the **COUNTY OF GLOUCESTER**, hereinafter referred to as **“County”**, and **STANTEC CONSULTING SERVICES, INC.** of 1000 Midlantic Drive, Suite 300W, Mount Laurel, NJ 08054, 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:

This amendment to the contract will increase the contract amount by \$189,642.64 for additional services required relative to the Rowan University Fossil Park Entrance Road (Engineering Project #16-14), resulting in a new total contract amount of \$688,041.56.

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein shall remain in full force and effect.

THIS AMENDMENT is effective as of the **28th** day of **August, 2019**.

ATTEST:

COUNTY OF GLOUCESTER

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

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

STANTEC CONSULTING SERVICES, INC.

**By:
Title:**

Engineering Design Services for the Construction of Rowan University Fossil Park Entrance Road, Extension of CR 676
 Mantua Township, Gloucester County, NJ
 8/5/19

Total Project Cost

STANTEC CONSULTING SERVICES INC.
 PROJECT COST & WORK HOUR PROPOSAL FORM
 EXTRA WORK

TASK	DESCRIPTION	PIX Sr. Princ.	PVII Proj. Mgr.	PVI Assoc.	PV Sr. Engr.	PIV Proj. Engr.	PIII Eng III	PII Eng II	PI Jr. Engr.	ET2 Tech#2	Tech Typist	TOTAL HOURS	LABOR COST BY TASK (See Note 3)
1	Field Survey	0	0	0	0	0	0	14	0	32	0	54	\$5,081.12
2	Deed Research & ROW Documents	0	0	0	2	24	0	30	0	0	0	56	\$6,248.64
3	Traffic Analysis, Design & Contract Documents	0	0	4	0	12	0	0	32	0	0	48	\$5,028.20
4	Highway Design & Contract Documents	0	56	0	28	168	0	216	304	0	0	772	\$84,810.56
5	Stormwater Management	0	0	0	0	66	0	54	0	0	0	122	\$13,888.32
6	Geotechnical Services	0	4	0	0	0	0	0	0	0	0	4	\$861.12
7	Environmental Study and Permits	4	0	32	40	44	0	42	0	32	0	194	\$25,579.88
8	Utility Coordination & Contract Documents	0	2	0	0	0	0	0	16	0	0	18	\$1,799.52
9	Meetings & Community Involvement	0	12	0	0	12	0	0	0	0	0	24	\$4,140.00
10	Project Management	0	16	0	0	0	0	0	0	0	0	16	\$3,444.48
	(a) Man-hours	4	90	36	70	336	0	366	352	64	0	1250	
	(b) Direct Salary Rate (See Note 1)	\$95.00	\$78.00	\$66.00	\$68.00	\$47.00	\$41.00	\$34.00	\$31.00	\$30.00	\$29.00		
	(c) Multiplier (See Note 2)	2.76	2.76	2.76	2.76	2.76	2.76	2.76	2.76	2.76	2.76		
	TOTAL LABOR COST: (a)x(D)x(C)	\$1,048.80	\$19,375.20	\$6,557.76	\$11,205.60	\$43,585.92	\$0.00	\$33,407.04	\$30,117.12	\$5,289.20	\$0.00		\$150,696.64

OH=155%; Profit=6%

- NOTE:
1. Direct Salary Rate should not include employee benefits.
 2. Multiplier includes overhead, profit and employee benefits. (Only one multiplier shall be used for all employees).
 3. Labor Cost By Task=(Man-hour)x(Direct Salary Rate)x(Multiplier)
 4. Direct expenses will be billed at invoice costs (no profit or overhead)
 5. Overhead shall include commutation, lodging, and indirect expenses

DIRECT EXPENSES	
SUB-CONSULTANTS (Specify Tasks)	
Earth Engineering (Geotech and Retaining Walls)	\$11,900.00
RCA (Cultural Resources)	\$2,686.00
Imperial Data Collection (Traffic Counts)	\$0.00
Axis Geospatial (Aerial Photogrammetry)	\$0.00
SUBTOTAL-Sub-Consultants	\$14,586.00
NUDEP Permit Fees	\$22,000.00
SESC Permit Fees	\$960.00
Lab Fees	\$1,500.00
Postage/Delivery/Certified Mail	\$0.00
Title reports	\$0.00
SUBTOTAL-Misc Expenses	\$24,460.00

TOTAL LABOR COST	\$150,696.64
TOTAL SUBCONSULTANT COST	\$14,586.00
SUBTOTAL DIRECT LABOR/SUBCONSULTANT FEE	\$165,192.64
TOTAL DIRECT EXPENSES	\$24,460.00
TOTAL PROJECT COST	\$189,642.64

RESOLUTION AUTHORIZING AMENDMENTS TO THE CONTRACTS WITH MID-ATLANTIC STATES CAREER AND EDUCATION CENTER AND ST. JOHN OF GOD COMMUNITY SERVICES

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on June 10, 2015 authorizing Contracts with Mid-Atlantic States Career and Education Center, per RFP# 015-020, from July 1, 2015 to June 30, 2020, and with St. John of God Community Services, per RFP# 015-026, from July 1, 2015 to June 30, 2020, with the annual contract amount calculated based upon available funding for the programs each successive year; and

WHEREAS, on July 25, 2018, the County amended the contract amounts due to funding fluctuations and the changing of the program parameters as determined by the New Jersey Department of Labor & Workforce Development and the Gloucester County Workforce Development Board, to an amount not to exceed \$219,105.00 with Mid-Atlantic States Career and Education Center, and an amount not to exceed \$112,050.00 with St. John of God Community Services, each from July 1, 2018 to June 30, 2019; and

WHEREAS, the County is extending the funding period through November 30, 2019; and

WHEREAS, all other terms and provisions of the original contracts, including the standard annual amount, which has not been amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is authorized to attest to the execution of the amendments to the contracts with Mid-Atlantic States Career and Education Center to extend the funding periods through November 30, 2019; and

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, August 28, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**AMENDMENT TO A CONTRACT BETWEEN
MID-ATLANTIC STATES CAREER AND EDUCATION CENTER
AND
COUNTY OF GLOUCESTER**

THIS is an Amendment to a Contract entered into on the 1ST of July, 2015, by and between the Mid-Atlantic States Career and Education Center (Mid-Atlantic) and the County of Gloucester (County). In further consideration for the mutual promises made by and between the parties in the above-described Agreement, Mid-Atlantic and County hereby agree to amend the Contract as follows:

- **The term of July 1, 2018 to June 30, 2019 is extended through November 30, 2019.**

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 contract, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

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

THIS AMENDMENT is effective as of the 28th day of August, 2019.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

MID-ATLANTIC STATES CAREER AND
EDUCATION CENTER

Name:

Title:

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

THIS is an Amendment to Contract entered into on the 1ST of July, 2015, by and between the St. John of God Community Services (St. John) and the County of Gloucester (County).

In further consideration for the mutual promises made by and between the parties in the above-described Agreement, St. John and County hereby agree to amend the Contract as follows:

- **The term of July 1, 2018 to June 30, 2019 is extended through November 30, 2019.**

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 contract, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

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

THIS AMENDMENT is effective as of the 28th day of August, 2019.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ST. JOHN OF GOD COMMUNITY
SERVICES**

Name:
Title:

C-6

**RESOLUTION APPROVING AMENDMENTS TO THE WORKFORCE
DEVELOPMENT BOARD LOCAL PLAN, 2017 - 2020**

WHEREAS, the Governor of the State of New Jersey has designated the County of Gloucester, hereinafter referred to as "County", a local workforce development area in compliance with the Workforce Innovation and Opportunity Act, 2014 hereinafter referred to as the "ACT"; and

WHEREAS, the County of Gloucester is responsible for the planning, policy and performance oversight of the federal and state funding allocated to their local workforce development area; and

WHEREAS, the County of Gloucester has designated the Workforce Development Board to oversee this responsibility; and

WHEREAS, local Workforce Development Boards are required to develop and submit a Local Plan, and amendments, for their designated local area in conjunction with the State's Unified Workforce Development Plan; and

WHEREAS, the amended plan has been endorsed by partners and stakeholders involved in this process and the ACT requires its approval by the local governing body.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board or their designees are hereby authorized to execute the 2017 – 2020 Gloucester County Workforce Development Plan, as amended.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on August 28, 2019, in the City of Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD



Workforce Innovation and Opportunity Act (WIOA) Local Area Plan
Amended July 1, 2019
2016-2020

Prepared By:
The Gloucester County Department of Economic Development
Tom Bianco, Director

Workforce Development Board
Les Vail, WDB Chairperson
Michael Girone, WDB Vice-Chairperson
Michelle Shirey, WDB Executive Director

Gloucester County Board of Chosen Freeholders
Robert M. Damminger, Freeholder Director
Heather Simmons, Freeholder Liaison

Table of Contents

	Page number
Introduction	2
Regional & Local Demographics	5
Analysis of Skills needed by employers	12
Talent Networks	14
Analysis of the Workforce (Regionally and Locally)	19
Unemployment Rate	20
Industries with the largest growth in Gloucester County	21
Barriers to Employment	25
Poverty Demographics	26
Workforce Development Strategic Vision and Goals	30
American Job Center Partners	32
Engagement with Employers	33
Apprenticeship	34
Economic Development and Workforce Development Board	36
American Job Center Delivery System	39
One-Stop Certification	44
Title I (Adult, Dislocated & Youth)	50
Youth Activities	52
Title III (Wagner Peyser)	54
Title II Adult and Family Literacy Services	55
One-Stop Operator Competitive Process	59
Priority of Service	64
Signature Page	68
Appendix 1 – Local Performance (two-page document)	
Appendix 2 – Partner Service Matrix Gloucester County	
Appendix 3 – Flow of Services @ American Job Center of Gloucester County	
Appendix 4 – MOU (One-Stop/AJC partners)	
Appendix 5 – Supportive Services & Needs-Based Payments under WIOA Title I Programs	
Appendix 6 – Competitive Process for One-Stop/AJC Operator	
Appendix 7 – Workforce Development Board Membership Listing	
Appendix 8 – WDB Strategic Plan	
Appendix 9 – Priority of Service under WIOA Title I Programs	
Appendix 10 – Infrastructure Funding Agreement	

Introduction

The Workforce Innovation and Opportunity Act (WIOA), signed into law in 2014, requires Local Workforce Development Boards (WDB)s and chief elected officials (CEO)s within each of New Jersey's WIOA designated workforce areas to participate in a local planning process resulting in a comprehensive four-year plan which shall be modified every two years. Each Local Area Plan is to incorporate input and coordination from each of the WIOA local partners within the local American Job Centers. Local plans must comply with the requirements outlined in WIOA and must align with and support the strategies described in the New Jersey Combined WIOA State Plan (State Plan). Additionally, each WDB Local Plan shall include:

- An overview of the county, including economic impact activities within the county;
- The collection and analysis of local/regional labor market data (in conjunction with the State);
- The establishment of local service strategies;
- The development and implementation of sector initiatives for in-demand industry sectors or occupations for the local planning area;
- The establishment of administrative cost arrangements, including the pooling of funds for administrative costs, as appropriate;
- The coordination of transportation and other supportive services as appropriate, for the local area;
- The coordination of services with local and regional economic development services and providers;
- The establishment of an agreement concerning how the local planning area will collectively negotiate and reach an agreement with the Governor on local levels of performance for, and report on, the performance accountability measures described in WIOA sec. 116(c) for local areas; and
- The establishment of a process to review and modify the plan every two years.

A primary focus of the State Plan relates to the statewide Talent Development Strategy. In New Jersey, the talent development system includes:

1. New partnerships with employers across the state's seven key industries,
2. Strong collaborations between workforce programs, education, and higher education,
3. The use of technology to better connect jobseekers and employers,
4. Better labor market intelligence to inform workforce investments, and
5. Innovative partnerships between the state, local governments, community, and faith-based organizations and educational institutions.

In an era of global competition and rapid technological change, New Jersey must continue to build on this strong talent development foundation. The State Plan sets a strategic direction for the future and outlines five themes which the state will focus on in order to increase the number of residents with an industry-valued credential or degree through high-quality partnerships and integrated investments.

Theme 1: Building Career Pathways with a focus on Industry-Valued Credentials

Through a common definition of career pathways, a newly created list of industry-valued credentials, literacy standards and a renewed commitment to Employment First for all persons, New Jersey will ensure that all workforce investments are enabling individuals to access greater economic opportunity and to build on their skills throughout their careers. These efforts will expand the number of career pathways, at all levels of education and workforce services, which will help more individuals obtain industry-valued credentials and degrees.

Theme 2: Expanding High-Quality Employer-Driven Partnerships

Across departments, New Jersey is focusing investments and programs on building employer-driven, high-quality partnerships that follow a common definition and framework. These partnerships are critical to building new career pathways for jobseekers and students and help increase the number of individuals with an industry-valued post-secondary degree or credential. To further support these efforts, the state's seven industry-focused Talent Networks will facilitate the development of new high-quality, employer-driven partnerships across the state; investments in new Targeted Industry Partnerships and Talent Development Centers will build a foundation for all of the state's workforce development investments.

Theme 3: Strengthening Career Navigation Assistance through the American Job Centers and Broad Partnerships

New Jersey is committed to supporting American Job Centers that meet local needs and assist individuals in obtaining new skills and employment. New Jersey will expand the number of job seekers and students who have access to high-quality career guidance and job search assistance through a new network of American Job Centers, community colleges, libraries, community-based organizations and faith-based organizations, organized labor, and educational institutions.

Theme 4: Strengthening Governance through Effective Workforce Development Boards and Regional Collaborations

Effective Workforce Development Boards are critical to the success of New Jersey's Talent Development system. Led by the private sector but inclusive of key partners, local WDBs engaged in an active governance role ensure that investments are made in programs and that local residents can access the services they need for career success.

New Jersey has committed to supporting regional and local planning, service coordination and resource sharing for all workforce education and training programs, recognizing that labor markets are not constrained by governmental or political boundaries. New Jersey is a densely populated state and our labor markets are not constrained by state and county boundaries. These efforts will be organized around three regions of the state: North, Central, and South.

Theme 5: Ensuring System Integrity through Metrics and Greater Transparency

To reflect the strategic priorities of the state, New Jersey is adopting an additional set of performance measures and applying these measures, and those required by the Workforce Innovation and Opportunity Act (WIOA) to broader number of programs. New Jersey will make performance data on workforce development programs accessible to workforce decision-makers and the public. The Eligible Training Provider List and Consumer Report Card are critical tools assisting jobseekers and students making decisions about short-term occupational training programs.

These five talent development themes, coupled with the five primary focus points of the State Plan, create a strong foundation on which to build local strategies. Each Local Area Plan will be designed to help achieve the vision of the State Plan while advancing local efforts in workforce development, credential attainment, economic development, and the formation of strategic partnerships.

Additionally, the collaborative efforts of the Gloucester County Workforce Development Board (WDB) and the Gloucester County American Job Center (AJC) will be strengthened through the formation of a Local Memorandum of Understanding (MOU) identifying how each AJC partner will contribute to and collaborate with one another to advance local initiatives. The MOU will be signed by the Gloucester County's Chief Elected Official (CEO) and the Gloucester County Workforce Development Board's (WDB) chair.

- I. *Describe the strategic planning elements consisting of—*
 - a. *An analysis of the local and regional economic conditions including existing and emerging in-demand industry sectors and occupations; and the employment needs of employers in those industry sectors and occupations. The New Jersey Department of Labor and Workforce Development (LWD) is committed to supporting local areas in preparation of this analysis. This analysis may be drawn from existing data, including Regional Plans. In particular, New Jersey asks that your Local Plan include this reference in order to comply with USDOL requirements:*
 - *“Please refer to Section II. Regional Data Analysis of the [North/Central/South] Regional Plan submitted to the State on October 3, 2016 for an initial analysis responding to this element.”*

For the 2019 Modification, updated labor market and economic data must be included. LWD will provide both regional and local labor market information to the local WDBs and the three regions.

All data contained throughout the plan was provided by the New Jersey Department of Labor and Workforce Development (LWD) Office of Research and Information, Workforce Research and Analytics (ORI-WRA) team. Data sources include internal data collection from LWD as well as external sources including the U.S. Census Bureau, DOLETA, and Burning Glass Technologies.

The following section includes data for resident employment by industry, employment and annual average salary, educational attainment, and the demand for skills and certifications. Understanding the demand and supply for employees can help the Gloucester County Workforce Development Board focus its workforce development strategies.

Gloucester County

Geographic Facts:

Gloucester County has 21 municipalities and occupies 329 square miles in southwestern New Jersey. It is bordered by Cumberland and Atlantic Counties to the south-southeast, Camden County to the east-northeast, the Delaware River to the north-northwest, and Salem County to the southwest. Gloucester County is located about 5 miles south of Philadelphia, which is direct across the Delaware River. It is 45 miles west of Atlantic City and 10 miles east-northeast of Wilmington, Delaware. As of 2012, the land area in square miles is 329 compared to 7,354 in the state of New Jersey. Additionally, there are an estimated 899 people per square mile, compared to 1,205 people per square mile in the state of New Jersey.

Population and Demographics: Per census data of 2016

Gloucester County (15.4%) is projected to have the second highest population growth in the next two decades (2010 to 2030) in the state of New Jersey.

Education Levels:
91.1% of the population has educational attainment of high school degree or higher

Population¹

Population	Number
Total Population	292,206
Males	143,180
Females	149,025
Total population 16+	233,762
Median age total population	39.7
Veterans	20,670
foreign born	14,246
Average household size	2.71

Education Levels²

Education Levels	Number
Bachelor's Degree & above	56,612
Some College or AA Degree	54,541
High School/HSE	69,017
Less than High School	16,863

Burning Glass Technologies, Estimates from Census

Income Levels:

Gloucester County's median household income is \$75,333 and median per capita income is \$34,435.

As of September 2018 estimates, 7.94% of the County's population is below the poverty level.

Business Establishments:

The County of Gloucester has over 11,000 businesses and the largest industrial park on the east coast.

¹ Source: Burning Glass Technologies, Estimates from Census of 2016

² Source: Burning Glass Technologies, Estimates from Census of 2016

Employment ³

Employment	2016 Estimates	Percentage%
Total Population 16+	233,762	
Total Labor Force Civilian	161,250	68.9%
Employed Civilian	149,922	92.9%
Unemployed	11,226	5.9%
Not in labor force	72,512	31%
% Blue Collar	51,751	34.5%
% White Collar	98,171	65.4%

Figure 3

Industries

The top five industries in terms of net regional employment are 1) educational services, health care, and social assistance, 2) retail trade, 3) arts, entertainment, recreation, accommodation, and food service, 4) professional scientific, management, administration, and waste management services, and 5) manufacturing. These five industries comprise 66% of the total civilian employed population age 16 and older.

Regional Resident Employment (per census data of 2016) by Industry⁴

INDUSTRY	Resident Employment
Educational services, health care, and social assistance	221,444
Retail trade	103,276
Arts, entertainment, recreation, accommodation, and food service	92,409
Professional, scientific, mgmt, admin, and waste mgmt service	90,951
Manufacturing	63,841
Finance and insurance, and real estate and rental and leasing	59,164
Public administration	50,791
Construction	48,529
Transportation and warehousing, and utilities	46,326
Other services, except public administration	37,876
Wholesale trade	27,518
Information	16,032
Agriculture, forestry, fishing and hunting, and mining	5,601
Total Civilian employed population 16 years and over	863,758

Figure 1

Understanding which industries pay a significant role in regional and local employment will allow education and training providers the information needed to focus their efforts to achieve maximum efficiency and impact. However, understanding industries is only a portion of the demand-side data and should be coupled with occupational data to fully understand regional demand.

Occupations

³ Source: Burning Glass Technologies, Estimates from Census

⁴ Source: U.S. Census Bureau 2016, 2010-2015 American Community Survey 5-Year Estimates

The top five occupations in terms of net employment in the region include: 1) retail salespersons, 2), cashiers, 3) registered nurses, 4) waiters and waitresses, and 5) laborers and freight, stock, and material movers. Salaries for registered nurses are significantly higher than any of the other top ten occupations, paying an average annual salary of just under \$80,000. Office clerks and secretaries and administrative assistants except legal and medical each have average wages above \$15.00 per hour, while the other seven top occupations pay at or below \$15.00 per hour on average (based on a 2,000 hour work year).

Gloucester County Resident Employment by Industry (per 2016 census)⁵

Industry	Resident Employment
Services (SIC - 70-80) Health, Education, Business, Personal, Amusement, Engineering	49,827
Retail Trade (SIC 52-59) Eating & Drinking, General Merchandise, Food Stores, apparel, Automotive & other	24,951
Manufacturing (SIC 20-39) Petroleum, Chemical, Food, Instruments, Industrial, Plastics	11,835
Wholesale Trade (Sic 50-51) Durable and Nondurable Goods	8,081
Construction (SIC 15-17)Special Trade, heavy construction, general contractors	5,906
Public Administration (SIC 90-98) General Government, Public Safety, Human Services	5,878
Transportation & Utilities (SIC 40-49) Motor Freight, Utilities, Passenger Transport & Services	4,462
Finance/Insurance/Real Estate (SIC 60-69) Banks, Insurance Agents	3,740
Agricultural, Forestry, Fishing (SIC 01-09)	2,056
Mining (SIC 10-14)	92
Total Civilian Employed population 16 years & Over	116,828

The top five occupations in terms of net employment in Gloucester County include: 1) health, education, and business services, 2) retail trade, 3) manufacturing, 4) wholesale trade, and 5) construction. Though Gloucester County does mirror the regional occupations in that health /education services and retail are the top 2 occupations; this is where the occupation similarities stop. The other three: manufacturing, wholesale trade, and construction are Gloucester County’s occupational dominance as well as having significantly higher salaries than retail trade. The occupations with higher salaries also require more education in post-secondary and /or vocational training. (See “Education Requirements by Industry Cluster –Statewide”).

Regional Employment and Annual Average Salary - Detailed Occupations⁶

SOC Code	Occupation	Employment	Annual Salary
41-2031	Retail Salespersons	28,660	\$26,220
41-2011	Cashiers	22,650	\$21,710
29-1141	Registered Nurses	17,590	\$76,380
35-3031	Waiters and Waitresses	15,570	\$22,670

⁵ Source 2016 Alteryx, Inc. Irvine, CA 2016 Estimates from Census Of 2016

⁶ Source: Occupational Employment Statistics, May 2015 Estimates

53-7062	Laborers and Freight, Stock, and Material Movers	14,650	\$30,350
43-5081	Stock Clerks and Order Fillers	13,950	\$25,650
43-9061	Office Clerks, General	13,690	\$33,570
31-1014	Nursing Assistants	13,130	\$27,320
25-9041	Teacher Assistants	12,330	\$25,830
43-6014	Secretaries and Administrative Assistants, Except Legal, Medical,	11,990	\$39,110
Total all occupations		748,490	\$48,590

Figure 2

In terms of occupational groups, as opposed to specific occupations as identified above, the top five groups include: 1) office and administrative support occupations, 2) sales and related occupations, 3) food preparation and serving related occupations, 4) education, training, and library occupations, and 5) transportation and material moving occupations. Eight of the top ten occupation groups pay average wages above \$15.00 per hour; the exceptions are for occupations in food preparation/serving and healthcare support.

Collecting and analyzing the demand-side employment data, such as the top industries, occupations, and occupational groups should be done in tandem with collecting and analyzing supply-side employment data. Only then will the full data-driven picture come into focus, allowing for workforce development initiatives to have their greatest possible impact.

Regional Employment and Annual Average Salary - Occupational Group⁷

SOC Code	Occupational Group	Employment	Annual Salary
43-0000	Office and Administrative Support Occupations	120,130	\$37,040
41-0000	Sales and Related Occupations	80,980	\$37,750
35-0000	Food Preparation and Serving-Related Occupations	68,370	\$24,060
25-0000	Education, Training, and Library Occupations	62,400	\$54,930
53-0000	Transportation and Material Moving Occupations	55,280	\$33,780
29-0000	Healthcare Practitioners and Technical Occupations	47,850	\$86,240
51-0000	Production Occupations	35,130	\$37,360
13-0000	Business and Financial Operations Occupations	33,150	\$73,480
11-0000	Management Occupations	29,940	\$122,900
31-0000	Healthcare Support Occupations	29,590	\$29,660
00-0000	Total all occupations	748,490	\$48,590

Figure 3

Referenced in the prior section, data on the population and labor supply can be used to help identify the economic health of a given area. Understanding the changing demographics of the population can allow education and training providers, as well as businesses, to adapt to meet the needs of the region. Additionally, labor supply data such as employment and unemployment numbers provide a macro-level view of the current state of the region's workforce.

Population

⁷ Source: Occupational Employment Statistics, per census data of 2016

Regional Population Totals and Growth Trends⁸

Local Areas	County	2014	2024	2034	Change: 2014-2024		Change: 2024-2034	
					Number	Percent	Number	Percent
Atlantic-Cape May Counties	Atlantic	275,200	278,900	282,900	3,700	1.3%	4,000	1.4%
Burlington	Burlington	449,700	460,400	472,700	10,700	2.4%	12,300	2.7%
Camden	Camden	511,000	519,400	525,600	8,400	1.6%	6,200	1.2%
Atlantic-Cape May Counties	Cape May	95,300	94,400	93,400	-900	-0.9%	-1,000	-1.1%
Cumberland-Salem Counties	Cumberland	157,400	159,700	164,400	2,300	1.5%	4,700	2.9%
Gloucester	Gloucester	291,000	301,200	312,500	10,200	3.5%	11,300	3.8%
Cumberland-Salem Counties	Salem	64,700	62,600	59,800	-2,100	-3.2%	-2,800	-4.5%
Region	-	1,844,300	1,876,600	1,911,300	32,300	1.8%	34,700	1.8%
New Jersey	-	8,938,200	9,338,000	9,733,400	399,800	4.5%	395,400	4.2%

Figure 4

The overall population is expected to grow through the year 2034 in five of the region’s seven counties. The expected growth of the region’s population between the years of 2014 and 2034 is 3.6%, which is less than half of the expected growth for the state (8.9%). Gloucester County is expected to experience the largest growth percentage with Salem County expected to see the largest population decrease.

During this same timeframe, the Asian and Latino or Hispanic populations are expected to grow by the largest percent with the only population set to decrease being White non-Hispanic.

Population Growth Rate by Race⁹

Race	Total 2014 Population	% Change	
		2014-2024	2024-2034
Asian	87,100	21.3%	24.3%
Black or African American	314,500	5.5%	5.6%
Latino or Hispanic	239,400	20.9%	18.5%
White Non-Hispanic	1,546,300	-0.7%	-1.5%

Figure 5

Labor Supply

Population numbers provide a part of the story of labor supply; however, some population groups, especially children and the elderly, may not participate in part or in full within the workforce. Data such as the number of individuals participating in the workforce, the age of the workforce, and the unemployment rate help identify the current and expected future strength of the workforce across the region.

⁸ Source: NJLWD, 2014 - 2034 Population Estimates

⁹ Source: NJLWD, 2014 - 2034 Population Estimates

Projections of Civilian Labor Force by County¹⁰

Local Workforce Development Areas	County	2014	2024	2034	Change: 2014-2024		Change: 2024-2034	
					Number	Percent	Number	Percent
Atlantic-Cape May Counties	Atlantic	133,100	141,300	145,500	8,200	6.2%	4,200	3.0%
Burlington	Burlington	232,000	236,700	244,900	4,700	2.0%	8,200	3.5%
Camden	Camden	255,600	264,100	272,400	8,500	3.3%	8,300	3.1%
Atlantic-Cape May Counties	Cape May	48,800	43,800	44,500	-5,000	-10.2%	700	1.6%
Cumberland-Salem Counties	Cumberland	67,200	65,300	69,300	-1,900	-2.8%	4,000	6.1%
Gloucester	Gloucester	148,800	156,400	163,100	7,600	5.1%	6,700	4.3%
Cumberland-Salem Counties	Salem	31,400	30,000	29,300	-1,400	-4.5%	-700	-2.3%
Region	-	916,900	937,600	969,000	20,700	2.3%	31,400	3.3%
New Jersey	-	4,518,600	4,744,700	5,018,700	226,100	5.0%	274,000	5.8%

Figure 6

The overall regional civilian labor force is expected to grow by 5.7% through the year 2034, which is roughly half the growth expected by the state (11%). During this timeframe, six of the seven counties are expected to see growth in their labor force. In both population and labor force estimations, the counties of Cape May and Salem are expected to see declines through the year 2034. During this timeframe, Atlantic and Gloucester counties are expected to see the largest percentage of labor force growth with Cape May County seeing the largest expected decline in the labor force.

One statistic to pay attention to is the number of individuals at or nearing retirement age. Given a large number of the Baby Boomer generation, the upcoming retirement numbers are expected to rise across the

Regional Labor Force Nearing Retirement Age¹¹

Category	2014	2024	2034
Total Labor Force	916,900	937,600	969,000
Labor Force Age 55+	214,900	242,900	232,400
% of Labor Force Age 55+	23.4%	25.9%	24.0%

Figure 7

nation. The South Jersey Workforce Collaborative is no different. The percentage of the labor force age 55 years or older is expected to increase by a factor of 10.7% between 2014 and 2024 (from 23.4% to 25.9% respectively).

The expected growth in the labor force through the year 2034 breaks the downturn experienced by the region between 2010 and 2015. The regional labor force actually declined by over 36,000 individuals during this timeframe, even with the unemployment rate decreasing

¹⁰ Source: NJLWD, 2014 - 2034 Labor Force Projections

¹¹ Source: NJLWD, 2014 - 2034 Labor Force Projections

by a factor of 37%. While there were more individuals employed in 2015 than in 2010, the 2010 labor force was larger. This may be due to an increase in either the number of retirees, the number of individuals that leave the labor force due to long-term unemployment, or other similar reasons.

During the 2010 to 2015 timeframe, the regional unemployment rate decreased by a net of 3.8%, similar to the decrease experienced by the state and the nation during the same timeframe (3.9% and 4.1% respectively).

Labor Market Change¹²

Year	Labor Force	Number Employment	Number Unemployment	Unemployment Rate
2010	948,903	845,518	103,385	10.9%
2015	912,776	850,449	62,327	6.8%
Net Change	-36,127	4,931	-41,058	-3.8%

Employment of the regional population is impacted by other states, mainly Pennsylvania. The region has 13.4% (114,384 individuals) of its population employed out of state. While 114,384 regional residents work outside of New Jersey, the region does have roughly 54,000 residents from other states commute into the region for work. This results in a total net loss of 60,341 workers (7% of the region's labor force) due to commuting across state lines.

A total of 68.3% of regional residents live and work in the same county as compared to 64.2% statewide, indicating that the region may see slightly less more work-related commuting than the rest of the state on average.

Work-Based Commuting¹³

Place of Work	Region	New Jersey
Total Resident Workers	856,045	4,122,554
New Jersey	741,661	3,588,171
Worked Out of State	114,384	534,383
New York	4,612	384,279
Pennsylvania	97,699	120,386
Connecticut	368	3,519
Delaware	7,502	8,106
Maryland	787	1,912
Other States	3,416	16,181
% Worked In State	86.6%	87.5%
% Worked Out of State	13.4%	12.5%
Live & Work in Same County	506,405	2,244,703
Work In State & Live Out of State	54,043	295,759
% Live & Work in Same County	68.3%	64.2%
% Work Outside County	31.7%	35.8%

¹² Source: Local Area Unemployment Statistics
¹³ Source: New Jersey Department of Labor and Workforce Development, Office of Research and Information
¹⁴ Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates

Of the regional population, 6.6% identify as civilian veterans, 6.5% speak English less than "very well", and 3.6% are

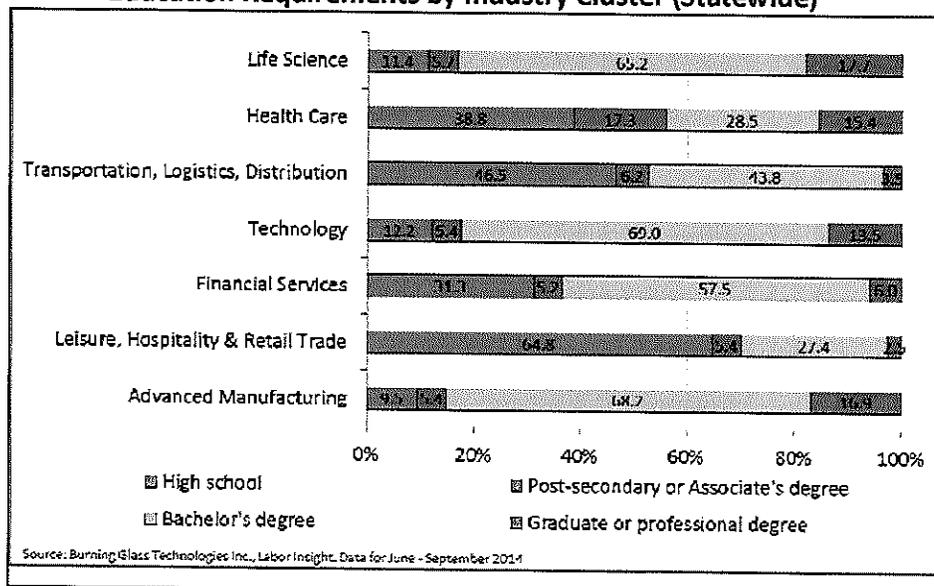
Identifier	Region	New Jersey
Total Civilian Noninstitutionalized Population	1,808,062	8,766,669
Civilian Veterans	120,517	416,037
Speak English less than "very well"	116,821	1,034,428
SNAP Recipient	65,957	272,130

Supplemental Nutrition Assistance Program (SNAP) recipients. While regional percentages for the number of civilian veterans and SNAP recipients vary only slightly from the overall state percentages, the region does see a lower percentage of the population with limited English skills as compared to the state (6.5% and 12% respectively).

For more information on the policies issued by New Jersey's State Employment and Training Commission (SETC), please see the policy page on the official SETC website located at <http://www.njsetc.net/njsetc/policy/>.

- b. An analysis of the knowledge and skills needed to meet the employment needs of the employers in the region, including employment needs in in-demand industry sectors and occupations.

Education Requirements by Industry Cluster (Statewide) ¹⁵



¹⁵ Source: Burning Glass Technologies, Labor Insight Data June-September 2014

Regional Baseline Skills in Greatest Demand¹⁶

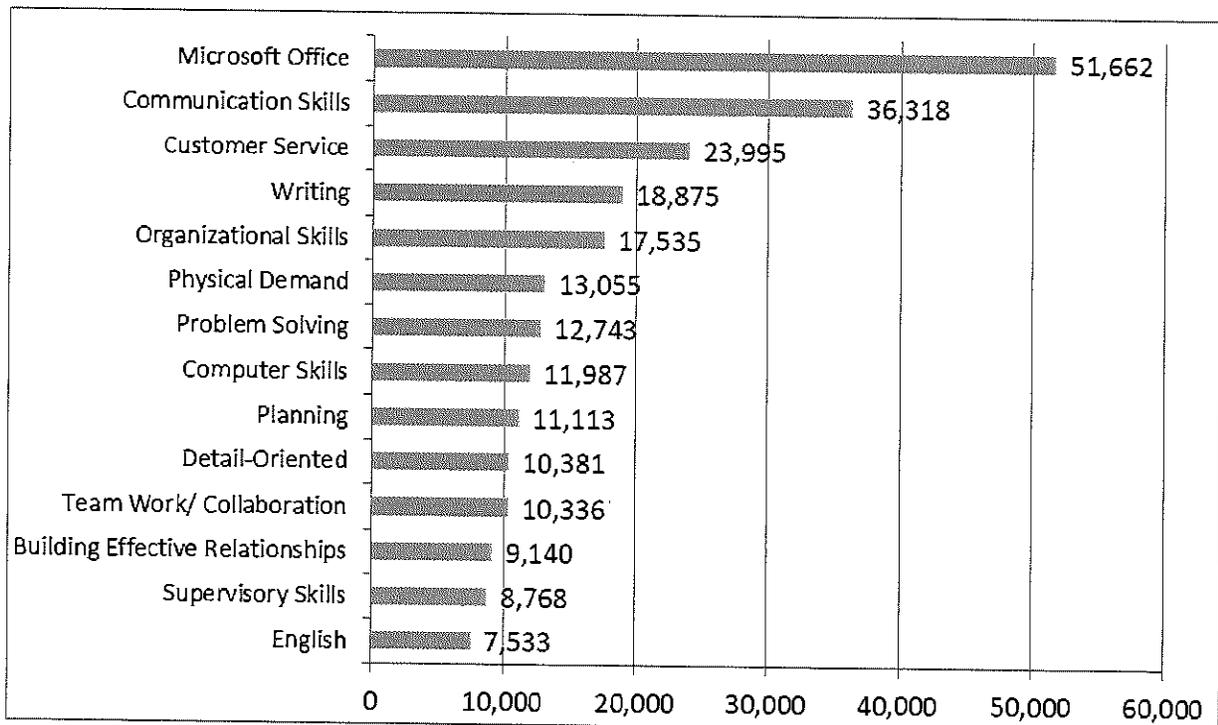


Figure 8

Regional Certifications in Greatest Demand¹⁷

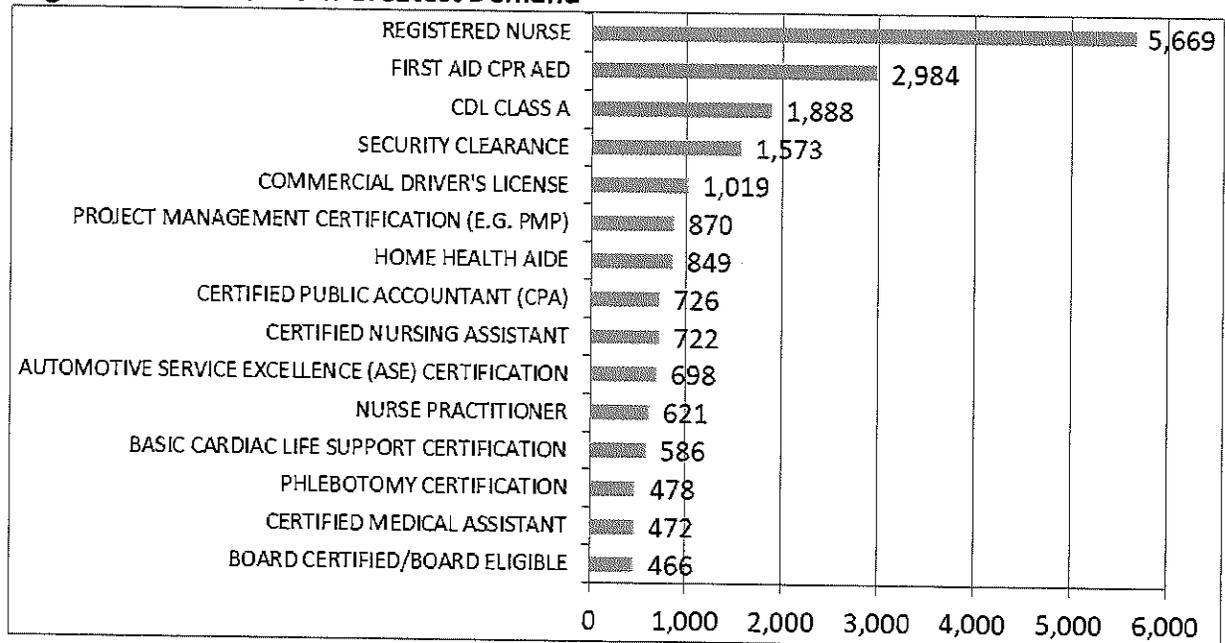


Figure 9

¹⁶ Source: Burning Glass Technologies Inc., Labor Insight

¹⁷ Source: Burning Glass Technologies Inc., Labor Insight

Describe how the local area plans to work in conjunction with the New Jersey Talent Development Centers, Talent Networks, Targeted Industry Partnerships, and other industry and occupational associations and networks in developing and delivering in-demand services. Analysis of alignment between key industry pipeline and the provision of services by the one-stop system should be included.

The aforementioned statistics indicate the importance for the Gloucester County WDB to work with the Talent Networks and utilize the knowledge and the incentive training packages offered to local industries. The more relationships developed with the local industries, the more help the local residents and to the overall economy.

The seven key industry clusters are:

- Advanced Manufacturing (including food manufacturing),
- Financial Services,
- Health Care,
- Life Sciences,
- Retail, Hospitality, & Tourism,
- Technology,
- Transportation, Logistics & Distribution.

Talent Networks

The state's seven industry-focused Talent Networks have been connecting job seekers, employers, educational institutions, and workforce programs, as well as providing key intelligence on the workforce needs of the state's key industries. Now the Talent Networks are focused on building new employer-driven partnerships in 20 areas of the state. These Targeted Industry Partnerships will have developed plans for meeting the skill needs of employers and building new pathways to economic opportunity.

Talent Networks are focused on three key tasks:

1. Development and Dissemination of Industry Intelligence to Inform Workforce Investments: Each Talent Network works closely with LWD's Labor Market Analysts to provide an understanding of key industry workforce trends and of the workforce needs of employers. The Talent Networks engage employers and industry associations to give input into the development of the list of industry-valued credentials and degrees. Each year, the Talent Networks will host an Industry Summit to inform key workforce stakeholders of employer needs. The Talent Networks will also partner with LWD's Labor Market Analysts to produce an Annual Workforce Report for their industry that combines quantitative data and feedback from employers.
2. Development of High-Quality Employer-Driven Partnerships: Each Talent Network will work intensively with employers, local WDBs, educational institutions, and other stakeholders to develop Targeted Industry Partnerships in three geographic areas of the state. Collectively, the Talent Networks will develop 20 such partnerships. For each partnership, the Talent Network will engage employers and identify industry workforce needs, assemble workforce and education stakeholders to assess capacity and facilitate the development of a

workforce plan for the industry for the specific area. LWD will work with each Talent Network to identify possible funding sources for the implementation of promising programs.

3. Assist in Rapid Response Efforts: Each Talent Network will contribute to rapid response efforts in their specific industry, using their knowledge of industry needs to help inform services and assistance to impacted workers.

Talent Development Centers (TDCs)

New Jersey is investing in the development of three TDCs at community colleges and universities focused on the Advanced Manufacturing, Health Care and Transportation, Logistics and Distribution industries. Each TDC serves as a “center for excellence” in the state and provides training to incumbent workers and dislocated workers with state funds from the Workforce Development Partnership Program. These Centers also serve as anchors for expanded high-quality employer-driven partnerships in their industry and further build the capacity of the state’s higher education institutions to provide education and training aligned with the needs of the state’s key industries.

The primary mission of each TDC is to provide training to individuals (dislocated workers and currently employed/incumbent workers). As a result, the TDC’s coordinate their efforts with the state’s industry-specific Talent Networks, established to facilitate the development of new partnerships between employers, educational institutions and workforce development programs in their specific industry.

Though Gloucester County is not part of the NJ LWD’s Talent Development Centers or included in the Targeted Industry Partnerships, particularly in Transportation, Logistics, and Distribution or the Health Care industry clusters, the local board has continued to conduct outreach efforts with these industries. The Gloucester County WDB has established a network and has continued to communicate with these clusters, as the Pureland Industrial Park, the largest industrial park on the East Coast is located in Gloucester County. Additionally, Rowan University, located in Gloucester County, is building a medical campus including a new medical school and land has been purchased in Harrison Township by Inspira to build a new hospital.

Nevertheless, alignment between the workforce skill needs of the private sector employers and the training and services provided by the education and workforce training system is necessary in order to develop a pipeline of workers as well employees acquiring stackable credentials. Hence, the Gloucester County WDB is actively pursuing all seven industries with more emphasis on Advanced Manufacturing, Transportation, Logistics & Distribution, Retail, Hospitality, & Tourism, Healthcare, and Financial Services. The WDB Director and staff are meeting with the Talent Network Liaisons and developing relationships. As the WDB visit companies, the appropriate Talent Network Liaisons are notified.

The Gloucester County WDB recognizes that Talent Networks is part of the strategic vision of New Jersey and are a necessary collaborator in attaining the local, regional and state workforce

goals. To that end, the Gloucester County WDB Chair, Les Vail, is the Chair of the Retail, Hospitality, and Tourism Talent Network for the Southern Region and AJC staff are part of the membership. Furthermore, Tom Bianco, the One-Stop Operator, and John Fufari, WDB staff are members of the Health Care Talent Network. In February 2017 industry-specific job fair was conducted to include three Talent Networks; Retail, Hospitality & Tourism, Health Care, and Finance. It is the policy of the WDB to continue and expand outreach efforts with the Talent Networks.

Examples of WDB efforts to connect the Talent Networks to local industry:

Advanced Manufacturing:

Research indicates that manufacturing jobs in the region may decrease by 2020. For this reason, the WDB/Economic Development has made a concerted effort to work with local manufacturing employers to assist with curriculum development for training, customized training and introduce them to the grant opportunities available in the state.

As part of the WDB's outreach efforts with Advanced Manufacturing employers in Gloucester County, employer roundtable discussions have been taking place. Thus far, two companies have committed to creating apprenticeship programs that meet Federal Apprenticeship requirements. Moving forward, this manufacturing roundtable will be meeting on a quarterly basis.

Gloucester County Workforce Development Board (WDB) will continue to encourage apprenticeship opportunities. Key federal and local educators are joining in the WDB's efforts to discuss with employers how apprenticeship opportunities can assist them.

The Gloucester County WDB along with local petrochemical/chemical industries and Rowan College at Gloucester County (RCGC) determined the need for skilled process technicians. This collaboration with local industries developed a "fast-track" certificate training program in Process Technology. The program will prepare individuals to become Process Operators/Technicians.

These companies recognized the need for a well-trained pool of qualified process operators to replace current employees nearing retirement age. Businesses approached the Workforce Development Board and the College with the task of creating a course of study specifically targeting the unique needs of advanced manufacturing. The result was a collaborative partnership between these industry partners, the Workforce Development Board and Rowan College at Gloucester County.

The Process Technology program began in the spring of 2013. To date, a total of 35 individuals have been trained in the program and all have obtained employment. As the operator positions became available within the partnering companies, the companies hired from the pool of certificate holders.

The Process Technology Certificate Program has morphed into an associate's degree in Process Technology, offered in September of 2016 at Rowan College at Gloucester County. Paulsboro Refinery has elected to offer scholarships and summer internships at the site in order to demonstrate their commitment toward the program.

Transportation, Logistics, and Distribution

Gloucester County is home to the largest industrial park on the east coast. The Pureland Industrial Complex is a 3,000-acre industrial park in Logan Township, Gloucester County and offers a variety of facilities for manufacturing, assembly, warehousing, distribution, research /development, and offices. Many of these facilities are home to warehousing and distribution centers, thus needing employees with proper driving credentials and knowledgeable of logistics and distribution. A recent inventory of the Pureland Industrial Complex indicates there are approximately 184 companies located in the complex and over 8,700 individuals are employed among these businesses. This was information gathered through employers identifying themselves through a survey.

Advanced Manufacturing and related TLD Industry:

As mentioned previously, jobs are available in advanced manufacturing as well as the distribution functions related to that industry. Many advanced manufacturers in Gloucester County are understaffed in the supply chain function. This industry cannot find sufficient numbers of workers with the required skills for positions paying as much as \$60,000 annually. Regionally and locally have shown growth in the past five years of more than 25% in this sector and there are numerous jobs in regional warehouses and their distribution systems.

Several occupations are continually in-demand to fulfill end-user product needs including:

- Commercial Truck Drivers
- Distribution warehouse managers
- Hand Packers and Packagers (Picker-Packers)
- Real-time data analysts.

Paulsboro Marine Terminal

In addition to the Pureland Industrial Complex, Paulsboro, a community in Gloucester County, is developing a major port operation. The port will be the foremost place for loading/unloading of cargo distributed across the region and into the interior of the nation. Moreover, the local port is also creating a local supply chain to the area business, which will make the moving of goods easier and more efficient.

Port of Paulsboro has recently acquired a new tenant; Holt Logistics. Since Paulsboro residents are the first priority in the hiring phase, three job fairs were held in 2015-2016 at the Paulsboro High School. Because of the large turn-out at the first job fair

candidates where encourage to register with the American Job Center at Gloucester County in order to become knowledgeable of the services available to them. The AJC helped the residents to apply for the jobs at Holt and/or acquiring a job with another employer.

Retail, Hospitality, & Tourism:

The Gloucester County WDB recently sponsored the Retail, Hospitality, and Tourism (RHT) networking event at Riverwinds, West Deptford Gloucester County. The WDB's intent is to continue this dialogue and work with the Talent Network Representative. As mentioned previously, Les Vail, WDB Chair, is the Chair of the Retail, Hospitality, & Tourism Talent Network for the Southern Region.

Hospitality:

A major hotel opened in September 2013 in Glassboro, NJ. The WDB continues to actively work with the hotel to find appropriate employees for the establishment.

Retail:

The RHT Team South held a focus group with retailers, cyber-security professionals, and educators in September and identified several career pathways to becoming Certified Cyber-Security professionals, but acknowledged that this career pathway requires 5 to 10+ years' experience with advanced degrees and training. Therefore, the group felt it was more appropriate to develop a **Retail Information Security Professional** program for entry-level employment that requires less technology training and is geared towards retailers. As such, the group plans to hold a follow-up meeting in January/February to discuss this opportunity further and identify industry-valued, stackable credentials.

Tourism:

Building tourism in Gloucester County has been an important deliverable by the Gloucester County Department of Economic Development and the Workforce Development Board for over a decade. Projects include:

- **Rowan University Fossil Park Mantua**
- **The Whitall House and Historical Gardens at Red Bank Battlefield**
- **South Jersey Wine Trail (Gloucester County is home to 7 wineries)**
The Outer Coastal Plain American Viticultural Area – AVA of New Jersey has climatic and soil conditions which are amongst the best in the East Coast for producing high-quality wine.

According to the New York Times South Jersey "might be the perfect place to make fine wine in America." The sandy soil in the Outer Coastal Plain AVA is

similar to that of the Bordeaux region of France. The number of weeks of warm weather is similar, and like Bordeaux, the Outer Coastal Plain AVA experiences warm breezes that come in from the Atlantic Ocean. (New York Times Magazine 3/12/2013 Adam Davidson).

The Gloucester County WDB is currently reviewing the creation of an apprenticeship program with Rutgers University and local wineries in Viticulture.

- o **New Breweries and Distilleries**

Gloucester County is currently experiencing a boom in the craft beer and spirits industry. The opening of several new breweries and distilleries, combined with a flourishing wine industry offer the promise of increased hospitality and tourism revenue.

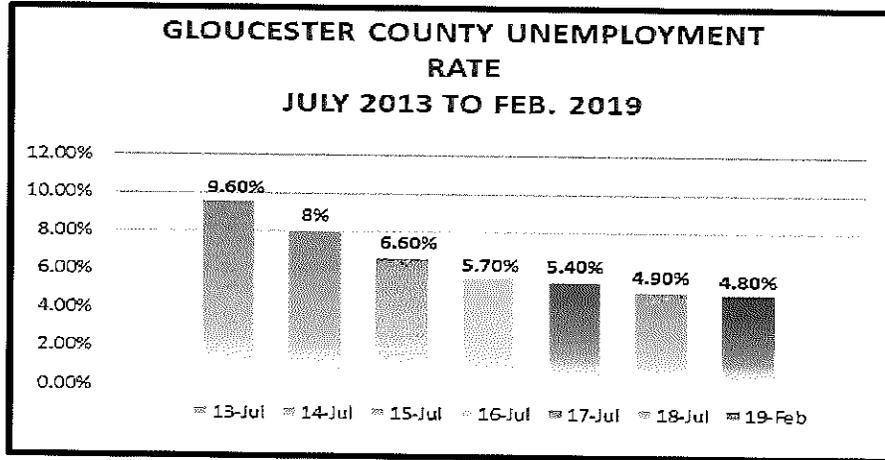
Financial Services:

In 2015 and in 2016, the WDB with the Financial Services representative held a targeted Financial Services job fair. Employers included banks, financial advisors and insurance companies. It is the WDB's plan to work with the new Financial Services Representative to create new outreach and employment connection opportunities for the employer and potential employees.

Representatives from Financial Services, Transportation, Logistics & Distribution, and Retail, Hospitality, & Tourism have participated in recent Career/Job Fairs. Their participation has been a "win, win" for the employers as well as job seekers. The job seekers have been able to learn about growing career fields and employers have been able to learn about state hiring incentives.

- c. *An analysis of the workforce in the region, including current labor force employment (and unemployment) data, and information on labor market trends, and the educational and skill levels of the workforce in the region, including individuals with barriers to employment. Your analysis must be supported by data. Any use of non-LWD data must cite its source, timeliness, and validity.*

Gloucester County, NJ Unemployment Rate¹⁸



Estimates of Employment and Wages by Key Industry Sector¹⁹
 Gloucester County Workforce Development Area, 2017

Industry Sector	Units	Average Annual Employment	Average Annual Wages	Total Wages	Percent of Private Employment	Percent of Private Total Wages
Retail	1,095	23,806	\$30,012	\$714,463,743	26.8%	18.4%
Health Care	552	10,897	\$48,894	\$532,802,900	12.3%	13.7%
Manufacturing	431	13,032	\$67,656	\$881,688,049	14.7%	22.7%
Food Manufacturing	36	1,910	\$44,036	\$84,108,267	2.1%	2.2%
Transportation, Distribution & Logistic	520	12,667	\$53,682	\$679,990,310	14.3%	17.5%
Leisure & Hospitality	582	11,067	\$17,266	\$191,079,088	12.5%	4.9%
Finance & Insurance	295	2,191	\$54,228	\$118,813,535	2.5%	3.1%
Technology	163	1,274	\$89,490	\$114,010,305	1.4%	2.9%
Construction & Utilities	ND	ND	ND	ND	ND	ND
Life Sciences	10	139	\$62,432	\$8,678,020	0.2%	0.2%
All Cluster Industries	4,325	80,900	\$45,277	\$3,662,946,695	91.1%	94.4%
All Private Sector Industries, NJ	6,040	88,852	\$43,661	\$3,879,380,926	100.0%	100.0%

* The sums of the total key industry sectors are less than the sums of all industries due to some industries being classified into more than one industry sector

¹⁸ Source NJ Department of Labor & Workforce Development
¹⁹ Source NJ Department of Labor & Workforce Development

Gloucester County Resident Employment by Industry (2016 census data)²⁰

Industry	Resident Employment
Services (SIC - 70-80) Health, Education, Business, Personal, Amusement, Engineering	49,827
Retail Trade (SIC 52-59) Eating & Drinking, General Merchandise, Food Stores, apparel, Automotive & other	24,951
Manufacturing (SIC 20-39) Petroleum, Chemical, Food, Instruments, Industrial, Plastics	11,835
Wholesale Trade (Sic 50-51) Durable and Nondurable Goods	8,081
Construction (SIC 15-17)Special Trade, heavy construction, general contractors	5,906
Public Administration (SIC 90-98) General Government, Public Safety ,Human Services	5,878
Transportation & Utilities (SIC 40-49) Motor Freight, Utilities, Passenger Transport & Services	4,462
Finance/Insurance/Real Estate (SIC 60-69) Banks, Insurance Agents	3,740
Agricultural, Forestry, Fishing (SIC 01-09)	2,056
Mining (SIC 10-14)	92
Total Civilian Employed population 16 years & Over	116,828

Regional Employment and Annual Average Salary - Detailed Occupations²¹

SOC Code	Occupation	Employment	Annual Salary
41-2031	Retail Salespersons	28,660	\$26,220
41-2011	Cashiers	22,650	\$21,710
29-1141	Registered Nurses	17,590	\$76,380
35-3031	Waiters and Waitresses	15,570	\$22,670
53-7062	Laborers and Freight, Stock, and Material Movers	14,650	\$30,350
43-5081	Stock Clerks and Order Fillers	13,950	\$25,650
43-9061	Office Clerks, General	13,690	\$33,570
31-1014	Nursing Assistants	13,130	\$27,320
25-9041	Teacher Assistants	12,330	\$25,830
43-6014	Secretaries and Administrative Assistants, Except Legal, Medical,	11,990	\$39,110
Total all occupations		748,490	\$48,590

Figure 10

In terms of occupational groups, as opposed to specific occupations as identified above, the top five groups include: 1) office and administrative support occupations, 2) sales and related occupations, 3) food preparation and serving related occupations, 4) education, training, and library occupations, and 5) transportation and material moving occupations. Eight of the top

²⁰ Source Burning Glass Technologies, Labor Insight

²¹ Source: Occupational Employment Statistics, May 2015 Estimates

ten occupation groups pay average wages above \$15.00 per hour; the exceptions are for occupations in food preparation/serving and healthcare support.

Collecting and analyzing the demand-side employment data, such as the top industries, occupations, and occupational groups, should be done in tandem with collecting and analyzing supply-side employment data. Only then will the full data-driven picture come into focus, allowing for workforce development initiatives to have their greatest possible impact.

Regional Employment and Annual Average Salary - Occupational Group²²

SOC Code	Occupational Group	Employment	Annual Salary
43-0000	Office and Administrative Support Occupations	120,130	\$37,040
41-0000	Sales and Related Occupations	80,980	\$37,750
35-0000	Food Preparation and Serving-Related Occupations	68,370	\$24,060
25-0000	Education, Training, and Library Occupations	62,400	\$54,930
53-0000	Transportation and Material Moving Occupations	55,280	\$33,780
29-0000	Healthcare Practitioners and Technical Occupations	47,850	\$86,240
51-0000	Production Occupations	35,130	\$37,360
13-0000	Business and Financial Operations Occupations	33,150	\$73,480
11-0000	Management Occupations	29,940	\$122,900
31-0000	Healthcare Support Occupations	29,590	\$29,660
00-0000	Total all occupations	748,490	\$48,590

Figure 11

What Industries are expected to have Employment Growth?

Gloucester County, 2012-2022²³

Projected employment Change

Change: 2012-2022

Percent

Industry Title	2012 Jobs	2022 Jobs	Number	Total	Annual
Healthcare & Education	12,650	15,800	3,150	24.8	2.2
Construction	5,600	6,600	1,000	17.6	1.6
Wholesale Trade	8,750	9,700	950	10.9	1.0
Accommodation & Food Service	8,100	8,950	850	10.4	1.0
Transportation & Warehousing	2,950	3,500	550	18.1	1.7
Retail Trade	17,550	17,950	400	2.2	0.2
Professional, Scientific & Technical Services	3,450	3,650	200	5.7	0.6
Finance & Insurance	2,150	2,300	150	5.4	0.5
Arts, Entertainment, & Recreation	1,300	1,450	150	10.9	1.0
Other Services	4,100	4,250	150	3.1	0.3
Real Estate, Rental & Leasing	950	1,050	100	13.8	1.3
Administrative & Waste Services	5,450	5,550	100	2.2	0.2

²² Source: Occupational Employment Statistics, May 2015 Estimates

²³ Source: Burning Glass Technologies, Labor Insight

Educational Services	1,000	1,100	100	13.8	1.3
Management of Companies & Enterprises	350	400	50	7.7	0.7
Natural Resources & Mining	50	50	0	1.3	0.1
Utilities	150	150	0	0.2	0.0
Information	950	850	-100	-8.0	-0.8
Manufacturing	7,100	6,800	-300	-4.4	-0.4
Government	18,350	17,650	-700	-3.8	-0.4

Source: NJ LWD

Gloucester County's employment is projected to rise by 6,700 jobs between 2012 and 2022. This 6.7 percent increase ranks 14th among the state's 21 counties and is 0.8 percentage points below the projected rate of growth for the state as a whole. *Source: (NJLWD, Industry and Occupational Employment Projections 2012 - 2022.)*

During the four most recent quarters, health and education averaged the newest hires followed by construction. This is because of new health care establishments that opened in Gloucester County. This is an industry change, as in previous years it was retail trade followed by accommodations and food service. It will be the continued objective of the Gloucester County Workforce Development Board to encourage local government and economic development entities to attract more varied businesses. In turn, the educational entities must be encouraged to provide training in more "demand" occupations with stackable credentials. Businesses build where the appropriate skill level is available.

Educational Attainment and the Demand for Skills and Certifications

Gloucester County Educational Attainment ²⁴		
Level of Education	# of individuals	% of Pop. Age 25 and over
less than 9th grade	3,698	1.8%
9th to 12th grade, no diploma	13,165	6.6%
No High School Degree	14,660	7.3%
High school graduate (includes equivalency)	69,017	34.7%
Some college, no degree	38,477	19.3%
Associate's degree	16,064	8.0%
Bachelor's degree	39,227	19.7%
Graduate or professional degree	17,385	8.7%
population 25 years & over	198,528	106.100%
[1] The percentages add up to more than 100% since an individual may fall into more than one category.		

Population, labor participation, and the unemployment rate are important for understanding the labor supply of the region and the local area. While knowing how many people are available to fill job positions is vital to understanding the labor supply, it is also important to understand the education and skill level of the labor supply. In terms of educational attainment, 12% of the region's population aged 25 and over do not have a high school diploma while 32.9% have a high school diploma or its equivalent.

Less than half (35.8%) of this population have some form of a college degree.

²⁴ Source US Census Bureau

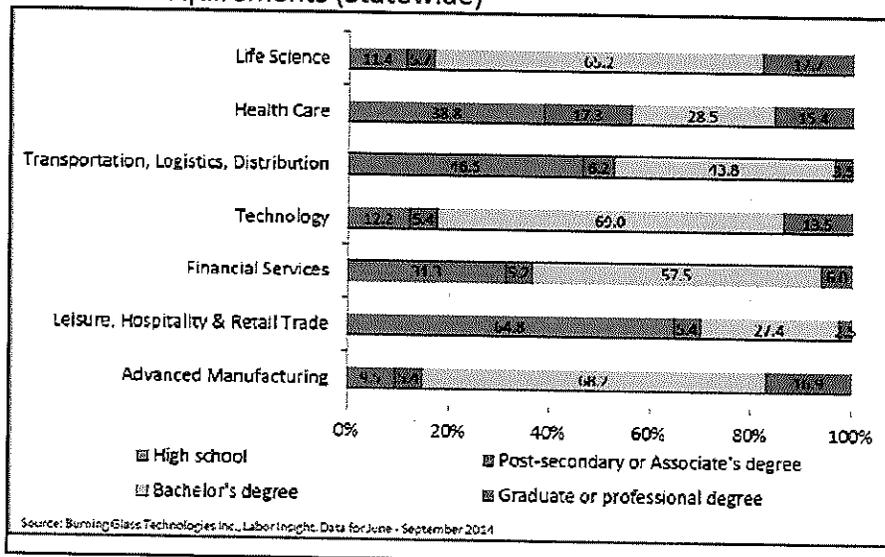
Educational attainment for Gloucester County residents is similar to the region. Note that 91.1% of the population in Gloucester County has educational attainment of high school degree or higher. The remainder, about 10% of the populations over the age of 25, does not have a high school diploma.

Educational Attainment^{25,26}

Employers not only look for individuals with a specific educational attainment level when filling an open position, but they may also look for individuals with specific skills and certifications. The following charts are based on online job postings, occurring during the 2015-2016 program year, across the region and locally along with educational requirements by industry.

Level of Education	# of Individuals	% of Pop. age 25 and Over
Less than 9th grade	55,046	4.4%
9th to 12th grade, no diploma	95,529	7.6%
No High School Degree	150,575	12.0%
High school graduate (includes equivalency)	414,434	32.9%
Some college, no degree	242,169	19.2%
Associate's degree	93,079	7.4%
Bachelor's degree	236,555	18.8%
Graduate or professional degree	121,240	9.6%
Population 25 years and over	1,258,052	112.0%

Education Requirements (Statewide)²⁷

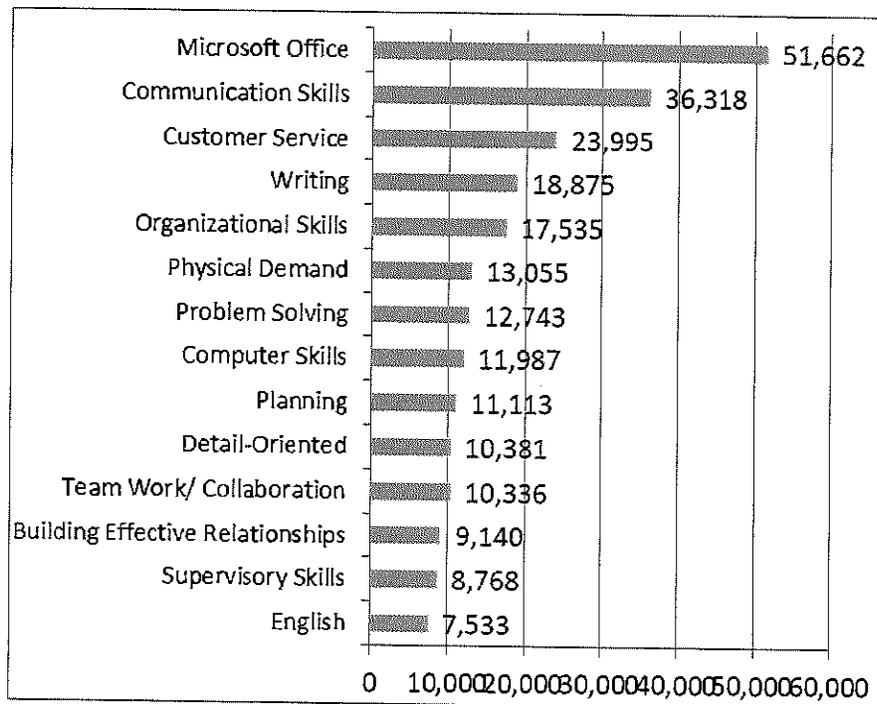


²⁵ The percentages add up to more than 100% since an individual may fall into more than one category.

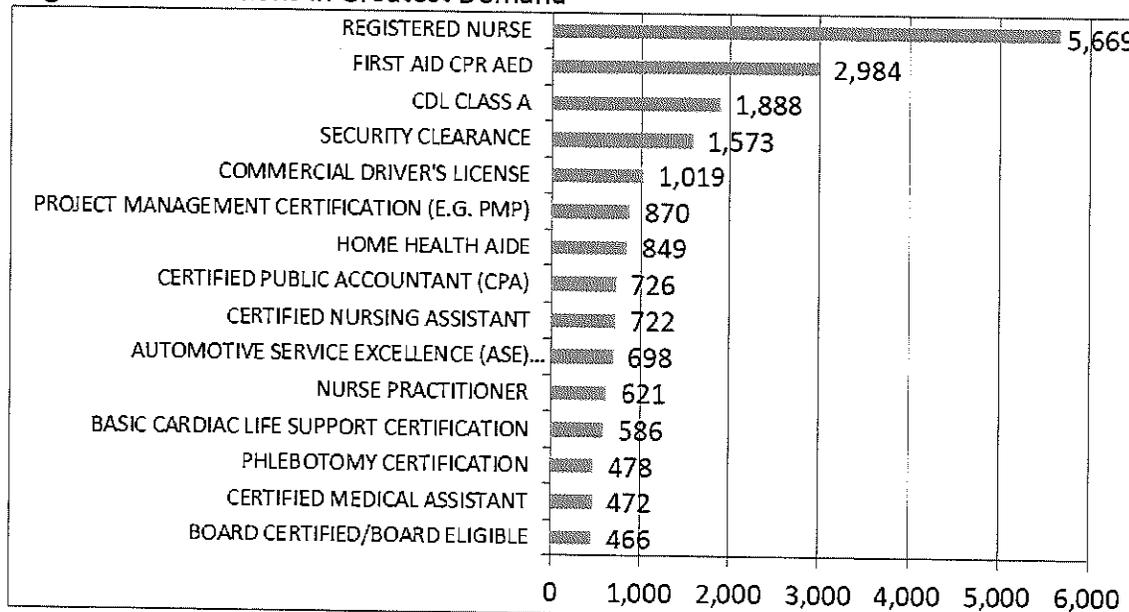
²⁶ Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates

²⁷ Source: Burning Glass Technologies, Labor Insight

Regional Baseline Skills in Greatest Demand²⁸



Regional Certifications in Greatest Demand²⁹



²⁸ Source: Burning Glass Technologies Inc., Labor Insight

²⁹ Source: Burning Glass Technologies Inc., Labor Insight

Individuals with Barriers To Employment

Regional Individuals with a Disability Population³⁰

Category	Region	New Jersey
Total Civilian Noninstitutionalized Population	1,808,062	8,766,669
Total with a Disability	228,455	893,672
Under 18 years	421,659	2,031,951
With a disability	20,168	72,997
18 to 64 years	1,127,401	5,524,850
With a disability	115,996	421,718
65 years and over	259,002	1,209,868
With a disability	92,291	398,957

The following is the definition of

Individuals with Barriers to Employment, from WIOA Sec. 3 (Def. 24-25) (24) INDIVIDUAL WITH A BARRIER TO EMPLOYMENT.—The term “individual with a barrier to employment” means a member of one or more of the following populations:

Figure 12

- (A) Displaced homemakers;
- (B) Low-income individuals;
- (C) Indians, Alaska Natives, and Native Hawaiians, as such terms are defined in section 166;
- (D) Individuals with disabilities, including youth who are individuals with disabilities;
- (E) Older individuals;
- (F) Ex-offenders;
- (G) Homeless individuals (as defined in section 41403(6) of the Violence Against Women Act of 1994 (42 U.S.C. 14043e–2(6), or homeless children and youths (as defined in section 725(2) of the McKinney-Vento Homeless Assistance Act (42 U.S.C. 11434a(2));
- (H) Youth who are in or have aged out of the foster care system;
- (I) Individuals who are English language learners, individuals who have low levels of literacy, and individuals facing substantial cultural barriers;
- (J) Eligible migrant and seasonal farmworkers, as defined in section 167(i);
- (K) Individuals within 2 years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.);
- (L) Single parents (including single pregnant women);
- (M) Long-term unemployed individuals;
- (N) Such other groups as the Governor involved determines to have barriers to employment;

(25) INDIVIDUAL WITH A DISABILITY.—

- (A) IN GENERAL.—The term “individual with a disability” means an individual with a disability as defined in section three (3) of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102).
- (B) INDIVIDUALS WITH DISABILITIES.—The term “individuals with disabilities” means more than one individual with a disability.

Additionally, Gloucester County WDB chose to review the demographics of individuals that are in poverty and those with a disability, as these populations are the hardest to serve and

³⁰ Source: U.S. Census Bureau, 2010-2014 American Community Survey 5-Year Estimates

employ. The total population of individuals with a disability in the region is approximately a quarter million and comprises roughly 12.6% of the total regional population. This is slightly higher than the statewide total of roughly 10% of the state population identifying as having a disability. Of the prime working-age population (18-64 years of age) approximately 10.3% have a disability. In Gloucester County, 8.4% of the population under the age of 65 have a disability, which is slightly under the state average of 10% but 4.2 % less than the region.

Demographics of poverty in Gloucester County ³¹

Population in Poverty: 23,983	Percentage of population 8.2 %
Total Population: 292,480 (2016 Estimate)	
Have less than a high school diploma	16%
High School Graduate	9%
Some College	4%
College graduate	2%
Not in labor force	17%
Unemployed	10%
Employed	17%
Public Assistance	9%

A Review of the population in poverty in Gloucester County, 17% of individuals in poverty are working while 10% are unemployed with 17% not in the labor force and 9% on public assistance. With 16% of those in poverty with less than a high school diploma, this is a strong indicator that the individuals are in poverty because of the lack of education and or training.

Additional Barriers to employment:

Research conducted by the Bureau of Labor Statistics/US Department of Labor major barriers to employment include:

- Lack of education or training**
- Lack of transportation**
- adequate childcare sources**
- Lack of affordable housing**
- No work history**
- Fear of losing benefits**
- Criminal record**
- Physical disability**
- Mental Health Issues**

The barriers listed are not in priority order, which will depend upon gender and other demographic indicators such as those individuals with disability and etc. Nevertheless, the lack of transportation and lack of education or training are the two major barriers to employment with people with disabilities and the economically disadvantaged. However, individuals with disabilities felt that the “need for special features at the job,” was a top priority in acquiring employment.

Gloucester County WDB recognized that obtaining employment, education, and training is difficult to acquire because of the lack of public transportation. In order to connect jobs, education, and training Gloucester County WDB initiated the expansion of local transportation services. Through a partnership with Gloucester County Human Services, Pascale Sykes Foundation, and Cross County Connection, the Pureland – East West Community Shuttle was created. The service starts at Avendale, major NJ transit hub in Camden County near Williamstown (Gloucester County), and travels west to the Pureland Industrial park. (There are

³¹ Source: 2015 American Community Survey

stopovers at NJ transit bus stops). At the Pureland Industrial park, riders can then transfer to another shuttle that travels throughout the complex. See <http://www.driveless.com/PurelandEastWestShuttle.html> for more information.

- d. *An analysis of the workforce development activities (including education and training) in the region, including an analysis of the strengths and weaknesses of such services, and the capacity to provide such services, to address the identified education and skill needs of the workforce and the employment needs of employers in the region.*

Local areas should address the range of current activities within the local area delivered by WIOA Core and Partner programs, and other programs, including: See Matrix Appendix 2

- *WIOA Title I Adult*
- *WIOA Title I Dislocated*
- *WIOA Title I Youth*
- *Title II Adult Education/Literacy*
- *Title III Wagner-Peyser Employment Service Program*
- *Title IV Vocational Rehabilitation*
- *Senior Community Service Employment Program*
- *Jobs for Veterans State Grant*
- *Migrant and Seasonal Farmworkers Program*
- *Ex-Offender Programs*
- *Carl T. Perkins Career and Technical Education Act*
- *Unemployment Insurance*
- *WorkFirst New Jersey (TANF) Employment and Training Program*
- *SNAP Employment and Training Programs*
- *New Jersey Workforce Development Partnership Program*
- *New Jersey Supplemental Workforce Fund for Basic Skills*
- *And other local public or other programs with which the local workforce system collaborates.*

Examination of the workforce development system in the local area

The Gloucester County American Job Center (AJC) offers universal access to all populations with or without significant barriers to employment. A full range of Basic Career Services, as defined by WIOA (see Appendix 9 for more details) is designed to benefit all populations. The local AJC addresses the needs of the disabled, veterans, long term unemployed, ex-offenders, an individual's deficient of literacy and/or language skills, and those individuals lacking occupational skills.

Staff at the AJC are familiar with the various services offered within the Center and refer individuals who require specialized services to the appropriate representative.

The disabled population has access to the Division of Vocational Rehabilitation Services (DVRS) which is located at the AJC. Should the individual not want to access services from DVRS, then the individual is referred to a WIOA Title I Employment Specialist or depending on need, Employment Services staff, who will help him/her navigate the system and assist them in making an informed decision regarding the best source for assistance.

WIOA Section 134 (c)(3)(E) Priority of Service:

Under WIA the priority of service implies that veterans and eligible spouses (covered persons) are entitled to take precedence over non-covered persons for the receipt of employment, training, and placement services provided under a qualified job training program. However, under **WIOA Priority of Service to recipients of public assistance, other low-income individuals, individuals who are basic skills deficient along with the inclusion of identified individuals the local area identifies to be part of priority of service; ex-offenders.** As stated in WIOA Section 134 (c)(3)(E), with respect to individualized career services and training services funded with WIOA Adult funds, the priority of service must be given to recipients of public assistance, other low-income individuals, individuals who are basic skills deficient, and/or ex-offenders. Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet Gloucester County WDB's Priority of Service criteria. Therefore, WIOA Title I Adult funded services, the program's eligibility determination must be made first, and then the veteran's priority applied. Meaning, that a veteran or an eligible spouse, low income, or basic skills deficient as well as local identified individuals – ex-offenders, can either receive access to a service earlier in time than a non-covered person or, if resources are limited, eligible participants receive access to the service instead of/or before the non-covered person. See Section XXIII of this plan and Appendix 9 for GCWDB for more details concerning Priority of Service.

Once priority of service is determined or not, the populace can still receive Adult Education and Literacy, English as a Second Language (ESL), and Computer literacy training. These are necessary skills prior to entering into specialized skill training and/or prior to entering or remaining in today's job market. The underemployed population may need these services in order to remain in their current job or need these services in order to be promoted. As shown in the chart concerning poverty in Gloucester County, 16% of those in poverty do not have a high school diploma. The WDB recognizes this as a major barrier to employment and/or advancement. To help resolve this issue the new GJOBS class, which started in October 2016 requires individuals to meet at the Workforce Learning Link (WLL) in order give the WFNJ customers a more hands-on experience of the all available WLL/AJC services.

Services for ex-offenders are available at the Gloucester County American Job Center. Wagner-Peyser funds support an American Job Center staff who works with this population. In October 2016 the Senior Employment Counselor and the Senior Interviewer from Employment Services started a monthly American Job Center orientation for individuals who are on probation.

Attendees are instructed with NJ Career Connections and introduced to the On/Ramp. This will be a continued service as long as the WDB Board and local Probation department deem necessary. In addition, the expungement information is offered as a workshop, which is open to all American Job Center participants. Starting in January 2016 monthly meetings will be held with Gloucester County's Drug Court – Vicinage XV (Cumberland, Gloucester & Salem Counties). Moving forward, the WDB Community Needs Assessment Committee has requested the Senior Counselor at the local AJC to visit the Salem County Jail (Gloucester County no longer has a correctional facility) to explain to the "soon to be released" incarcerated population, services available to them at the AJC once they leave the facility. If educational and/or basic skills training are needed then it is provided through WIOA Title II and State Literacy funds.

Gloucester County jobseekers have diverse needs. As a result, the WDB will continue to expand the reach of re-employment services based on broader partnerships between the State's One-Stop/American Job Centers, libraries, community colleges and community and faith-based organizations. All of these partners provide access points to the broader workforce development system. In order to expand assessment services, starting in January 2017, the AJC/WDB will not only provide computerized career assessment tools to our partners at the AJC but will allow library customers to utilize the same career assessment tools in the hope of providing assistance and outreach.

Job seekers must possess basic skills, literacy and workforce readiness skills in order to secure and retain employment. Gloucester County WDB has been able to engage the Workforce Learning Link service provider to extend locations beyond the American Job Center. Literacy services are offered at Rowan College at Gloucester County, the American Job Center, and St. Matthews Baptist Church in Williamstown. ESL services are expanded to include the Family Success Centers in Glassboro and Woodbury and a number of local libraries.

It is essential that training programs be aligned with industry needs to ensure that jobseekers can acquire the skills needed to obtain employment. The WDB has successfully demonstrated, working with local businesses, by offering skill training based on industry need. The WDB has created partnerships with the Community College and the petrochemical companies, retail establishments and with two major service related companies in the County to provide industry related training.

In order to create a stronger linkage between Title I (Adult/Dislocated) and Title III (Wagner-Peyser –Employment Services), all customers who received training and do not have a job within two weeks after graduating from the program and/or received credential/license, those individuals will be referred, via the inter-agency referral in AOSOS , to Employment Service Interviewers. The interviewers will be expected to contact the individual to update their information in AOSOS and On/Ramp and to supply job matching services for the customer.

Some job seekers enter the One Stop/American Job Center with employment history and marketable skills. These individuals are offered the services of the Job Club/Career Connections. The Job Club offers innovative workshops offering current information, industry-specific Talent Network information and guest speakers. Workshops include Orientation, Job Search Skills, Resume Writing, Interviewing Skills, and Networking Skills. Job seekers are everywhere. To reach them and make AJC services known, every effort by WDB/AJC staff participate in public events; chamber meetings, county-sponsored events open to the residents, municipal events, etc.

- e. *Describe the local board's strategic vision and goals for preparing an educated and skilled workforce (including youth and individuals with barriers to employment), including goals relating to the performance accountability measures based on primary indicators of performance described in section 116(b)(2)(A) of the Actⁱ in order to support regional economic growth and economic self-sufficiency. Describe how this supports the regional plan efforts and potential for shared cost. Describe how the local plan may differ from the regional plan, with a justification for the variance.*

VISION: To provide high quality and integrated workforce development services for the residents and businesses of Gloucester County.

MISSION: To create a premier workforce development system by promoting the Gloucester County Workforce Development Board and American Job Center services to our residents through the following strategies:

- Utilize Career Connections and other outreach systems
- Expand communication and collaborative partnerships with neighboring Workforce Development Boards and businesses
- Expand and enhance holistic industry sector team approaches to career planning and placement services
- Champion Gloucester County Workforce Development Board policy and planning
- Integrate systems and maximize resources to build a better-aligned workforce system

including goals relating to the performance accountability measures based on primary indicators of performance described in section 116(b)(2)(A) of the Actⁱ in order to support regional economic growth and economic self-sufficiency. For local Performance, Goals See Appendix 1

Gloucester County Workforce Development Goals:

- Develop viable pre-apprenticeship programs and apprentice programs with local businesses,

- Create career-based programming to develop relationships between K–12 and postsecondary education to improve college readiness,
 - Increase Out-of-School Youth programs to focus on career pathways, apprenticeships, and post-secondary education,
 - Develop programs of student/job seeker and employer engagement that supports the guided pathway and career pathway approach to training and education,
 - Enhance connections between employers and job seekers through industry sector initiatives,
 - Develop a partnership framework for ongoing collaboration,
 - Raise awareness of in-demand skills and occupations among stakeholders,
 - Enhance program and credential development/alignment with business needs and industry valued credentials,
 - Expand private sector partnership model for youth programs,
 - Integrate assessment tools with emerging industry needs.
- II. *Describe the workforce development system in the local area, including identifying the programs that are included in that system and how the local board will work with the entities carrying out core programs and other workforce development programs to support alignment to provide services. Identify any areas of weakness in service delivery or resources and discuss rather regional or local solutions are most appropriate.*

The local area should include in this description plans for services delivered by WIOA Core and Partner programs, and other programs, including: See Appendix 2 Matrix

- *WIOA Title I Adult*
- *WIOA Title I Dislocated*
- *WIOA Title I Youth*
- *Title II Adult Education/Literacy*
- *Title III Wagner-Peyser Employment Service Program*
- *Title IV Vocational Rehabilitation*
- *Senior Community Service Employment Program*
- *Jobs for Veterans State Grant*
- *Migrant and Seasonal Farmworkers Program*
- *Ex-Offender Programs*
- *Carl T. Perkins Career and Technical Education Act*
- *Unemployment Insurance*
- *WorkFirst New Jersey (TANF) Employment and Training Program*
- *SNAP Employment and Training Programs*
- *New Jersey Workforce Development Partnership Program*

- *New Jersey Supplemental Workforce Fund for Basic Skills*
- *And other local public or other programs with which the local workforce system collaborates.*

- III. *Describe how the local board, working with the entities carrying out core programs, will:*
- a. *expand access to employment, training, education, and supportive services for eligible individuals, particularly eligible individuals with barriers to employment,*

In order to expand access to employment, training, education and supportive services for eligible individuals, particularly eligible individuals with barriers to employment, the Gloucester County Workforce Development Board (WDB) and the American Job Center(AJC) partners have started and will continue to support community outreach efforts. This will include but not limited to organizing events in communities that have higher rates of poverty such as Paulsboro, Woodbury, and Glassboro. Working with the Family Success Centers in Glassboro and Woodbury, staffs from the WDB/AJC explain the services of the AJC, supported the development of job fairs, and assisted participants at the centers with resume writing, job search, job matching, and other career service programs. Additionally, The WDB Community Needs Assessment Committee has requested the Senior Counselor at the local AJC to visit the Salem County Corrections (Gloucester County no longer has a correctional facility) to explain to the incarcerated population services that are available to them once they leave the facility.

- b. *how the local board will facilitate the development of career pathways and co-enrollment, as appropriate, in core programs, and*

Career pathways are an effective strategy to help workers acquire marketable skills and industry-recognized credentials by encouraging greater collaboration across adult education, post-secondary education, and other workforce partners. The local Board will facilitate the development of career pathways by collaborating with local colleges and businesses to improve job and career options for the local workers and job seekers through an integrated, job-driven, public workforce system that links diverse talent to businesses.

Co-enrollment:

As stated in New Jersey's combined State Plan for the WIOA submitted to USDOL on September 1, 2016, co-enrollments will be in draft form and amended as regulations/guidance provided by the US Departments Labor and Education come to fruition. It is the position of the local Board that direction and communication by NJ LWD will initiate co-enrollments.

- c. *Improve access to activities leading to an industry valued credential, as made available through the Industry-Valued Credential List published by the New Jersey Department of Labor and Workforce Development. Highlight how the local area's education and occupational training programs will include employability skills (soft skills) training, experiential learning*

opportunities; including classroom training, on-the-job training, internships, externship, registered apprenticeship and any other training methods that are delivered.

The Gloucester County WDB recognizes education and workforce policy plays a critical role in supporting talent pipelines. Ensuring access to industry valued credential is paramount to the economic success of Gloucester County and the region. Industry valued credentials and certificates provide the opportunity for disadvantaged adults or high school students to secure employment that pays a living wage. The WDB ensures, through the capacity building of staff, WIOA partners and contracted vendors, the importance of the credentials and how to acquire them for the AJC customer and to use the Industry-Valued Credential List published by NJ LWD.

Employability/soft skills' training is embedded in all contracted training programs. Employability training is part of the WFNJ GJOBS program, which serves all TANF, GA, and ABAWDs population(s). Furthermore, soft skills' training is part of the curriculum for the youth program, known as the Youth Education and Career Center at GCIT. In addition, it is part of the program for adult literacy at the Workforce Learning Link and Adult Education classes at Rowan College at Gloucester County.

d. Provide/expand Registered Apprenticeship and Pre-Apprenticeship Opportunities, and other Work-based Learning Opportunities planned in your local area.

Historically, the Gloucester County WDB has embraced the experiential learning experiences. To this end, the WDB has a committee dedicated to an apprenticeship. The Board is aware that experiential learning as well as pre-apprenticeship and registered apprenticeship is a valuable learning process, which students develop knowledge, skills, and values from direct experiences outside a traditional classroom setting. Members of the Apprenticeship and Industry Committee include representatives from local unions, businesses, and educational institutions.

Apprenticeships

Business(es)	Institutions	Program	Population served
ShopRite	GCIT	bakers/pastry	High School students and disadvantaged adults
Paulsboro Refinery	Rowan College at Gloucester County	Process Tech – Assoc. Degree	Open to all high school graduates
Petro- Chemical Plants	Rowan College at Gloucester County	Process Tech Certificate	Open to all

In 2017, the WDB began several and diverse apprenticeships that mirror industry needs. (See Chart). In March of 2019, the WDB is part of the consortium with the Mid-Atlantic States Career and Education Center (MASCEC), an NGO,

SARAX, Rowan College of Gloucester County, Gloucester County Institute of Technology, and Gateway Regional High School, submitted a grant proposal Growing Apprenticeships in Nontraditional Sectors (GAINS) to the New Jersey Department of Labor and Workforce Development. The proposal was submitted by MASECEC on behalf of the consortium to create ten apprenticeships in Process Technology at SAREX over a two year period.

Work and Learn Consortium: In the spring of 2018, Rowan College at Gloucester County (RCGC) and Rowan University, in partnership with the New Jersey Department of Labor and Workforce

Development, Gloucester County Chamber of Commerce, Gloucester County Workforce Development and Department of Economic Development, introduce the Rowan Work and Learn Consortium.

The initiative assists businesses in hiring and retaining skilled and educated employees. The Work and Learn Consortium allows students to work at local businesses while they earn stackable credits that could lead to a Bachelor's degree at Rowan University.

The Rowan Consortium has created degree programs developed in conjunction with workforce and industry leaders designed to address the seven highest areas of labor demand in New Jersey; Advanced Manufacturing, Financial Services, Transportation, Logistics & Distribution, Health Care, Biopharmaceutical Life Sciences, Hospitality, Retail & Tourism, and Construction Management.

The Work and Learn Consortium offers multiple benefits to the student as well as the participating businesses and is a customizable approach to higher education and on the job training. Students will be offered paid internships through all four years of the program and gain real-life industry experience. Businesses will gain opportunities to build their shrinking workforce and retain more highly skilled and educated employees.

Work-based Learning Opportunities:

For several months, the WDB, including the southern region, has been working alongside Atlantic City Electric with the objective of providing a pipeline of trained, job-ready individuals in the areas of energy efficiency, renewable energy, and Science, Technology, Engineering and Math (STEM) related fields. Atlantic City Electric is funding WDB in order to identify, recruit and train participants in the energy fields. The WDB with RCGC is providing the Get Into Energy (GIE) Math and Construction and Skills Trade Test (CAST) Test prep training programs along with recruiting and delivering the Women in Sustainable Energy (WISE) program to area residents.

It has always been the policy of the WDB to have Title I training vendors to provide intern/externships for the customers. The On the Job Training (OJT) program, currently a state function, is part of the delivery system for the WFNJ population.

IV. Describe the strategies and services that will be used in the local area in order to—

a Facilitate engagement of employers, including small employers and employers in in-demand industry sectors and occupations, in workforce development programs.

In order to facilitate engagement with employers of all sizes and types, the WDB has committed to providing local businesses information, via marketing initiatives, on how to expand and enhance their businesses. Local small businesses have been and will continue to participate in the OJT programs.

Additionally, the WDB will continue to support the Business Services Team, part of the WDB Marketing and Business Outreach Committee. The Business Services Team will incorporate the Business Service Representative, Veterans, DVRS, ES-Interviewer and WDB Staff.

b Support a local workforce development system that meets the needs of businesses in the local area.

The local WDB with the Gloucester County Chamber of Commerce and Economic Development have always responded to the needs of the business community. The Board, Chamber, and Economic Development work as a team in order to deliver specialized services to the business community. For instance, when local chemical and petroleum manufacturers approach the WDB about their employment needs, the Board with Rowan College at Gloucester County (RCGC) developed Process Technology for these local manufacturers. Because of this relationship, the Paulsboro Refinery and RCGC have established an apprenticeship program. For 2016 Apprenticeship Program: reports 111 applicants, 86 interviews, 26 apprentices currently in the 4-year program. An additional 20 apprentices are to begin training in June 2017.

To further support local businesses, **incumbent worker** training awards will start July 2019 with a local policy in place by April 2019. The policy will incorporate the terms and conditions as outlined in WIOA. An "Incumbent Worker" is defined as an individual who has an established employment history with the employer for 6 months or more. The term "Incumbent Worker Training" implies training by an employer or training provider in close partnership with an employer that is provided to a paid participant while engaged in productive work in a job that:

- a. Provides knowledge or skills essential to the full and adequate performance of the occupation.
- b. Provides reimbursement to the employer for the costs of providing the training and additional supervision related to the training.
- c. Is limited in duration as appropriate to the occupation for which the participant is being trained.

Incumbent Worker Training is intended to meet the requirements of an employer or group of employers to retain a skilled workforce or avert the need to lay off employees by assisting the workers in obtaining the skills necessary to retain employment.

Additionally, local employers are informed of the "customized training" services. It is explained that this training is designed to meet the specific requirements of an employer (including a group of employers), that is conducted with a commitment by the employer to employ an individual upon successful completion of the training, and for which the employer pays a significant portion of the cost of training. As mentioned previously, Process Technology was a type of customized training that is will continue to be offered to the local chemical/petrochemical manufacturers in Gloucester County.

c Better coordinate workforce development programs and economic development.

The Gloucester County Workforce Development Board is part of the County's Department of Economic Development, job creation, and retention information flow regularly. It is the County's viewpoint that economic development is workforce development; they both work hand-in-hand. American Job Center partners and staff are updated concerning job creation and business expansions. Currently, the Economic Development Department meets with ALL AJC staff on a quarterly basis to inform them of any changes in the local economy. The WDB recommends that local economic indicators be communicated on a monthly basis along with quarterly meetings. (See Section V for more details).

d Strengthen linkages between the one-stop delivery system and unemployment insurance programs.

Unemployment insurance no longer has a presence at the Gloucester County American Job Center. Nevertheless, Adult/Dislocated (Title I) and Wagner-Peyser (Title III) staff have and will continue to work together using unemployment insurance data system: Local Office Online Payment Systems (LOOPS) in order to ascertain if a customer qualifies for the continuation of benefits during training programs and/or when the customer is involved in adult basic education program. Additionally, AJC staff use "LOOPS" in order to ascertain and/or verify employment as well as reviewing the unemployed benefits with customers.

e. Create linkage during program delivery between individual customers and employers.

- *Incumbent worker training programs*
- *On-the-job training programs*
- *Customized training programs*
- *Other Work-Based Learning programs*
- *Industry and sector strategies*
- *Career pathways initiatives*
- *Utilization of effective business intermediaries*
- *And other business services and strategies, designed to meet the needs of employers in the local area.*
- *It should also include content on how the area is supporting and or expand registered apprenticeship in-demand industries. Provide a detailed description of local workforce efforts to grow Registered Apprenticeship and Pre-Apprenticeship pathways, and the specific demand industries and occupations that are focused on by these programs.*

In order to facilitate the linkage for the job seekers and employers, the WDB has created a committee that includes the Business Service Representative (BSR), Economic Development, Veteran's representative and other AJC staff that work with employers to function as local business intermediaries. These intermediaries work as a unit for assisting the employer with their hiring needs. It is the goal of this committee to be a single point of contact for the

employer. For instance, should an employer want to hire a job seeker from the AJC, but needs incumbent worker training or help with creating an apprenticeship program, the business will contact this unit, or the single point of contact in order to receive the services they need.

Moving forward all Title I customers that did not obtain employment during training services, will be automatically referred to the Employment Service Senior Interviewer who will ensure that the training customer is utilizing the Career Connections and will communicate with the BSR at the AJC of job openings and other services as appropriate.

Concerning the expansion of registered apprenticeships, the local WDB with the Mid-Atlantic States Career and Education Center (MASCEC), Sarex industry and RCGC have submitted a GAINS grant to NJLWD. Sarex is a global wastewater treatment facility with a location in Gloucester County. The proposal outlines each of the partners' obligations as well as the apprentice candidate's responsibilities. For instance, MASCEC with WDB/AJC is responsible for recruiting candidates from AJC and local area high schools. MASCEC will provide the pre-apprenticeship services with the College responsible for the process tech curriculum. Sarex has agreed to provide not only the pay and incremental increases when the apprentice meets the goals but will assist in the enrollee receiving industry-recognized credentials along the process.

V Describe how the local board will drive an effective partnership between workforce development activities and economic development activities in both the local area and in the region. This will include a description of how the local board will coordinate local workforce investment activities with regional economic development activities that are carried out in the local area and how the Local WDB will promote entrepreneurial skills training and microenterprise services.

Coordination with Economic Development (Regional and Local/Gloucester County) – (the following is from the South Jersey Workforce Collaborative Plan)

The South Jersey Workforce Collaborative, as a workforce development effort, coordinates closely with existing economic development efforts within the region, including those of each of the local economic development areas/regions as well as several other larger regional efforts. These efforts are described in the following subsections.

Additionally, the region and Gloucester County WDB, as well as the AJC, will use the Talent Networks to further regional/local coordination, create meaningful employer partnerships, and better understand the current and future talent needs of the state's strategic industries. Talent Networks will engage employers, convene and coordinate state and local economic development agencies, training providers, Workforce Development Boards, and other system stakeholders in order to create a unified approach to workforce and economic development.

The Office of Business Services has dedicated a special statewide initiatives coordinator to serve as the liaison with the Lt. Governor's Business Action Center and local economic development agencies. Successful coordination of economic development funds, tax credits, and training grants has facilitated economic development opportunities in several depressed urban areas with high concentrations of unemployed and underemployed workers including regional cities of Camden, Atlantic City, Millville, and Vineland.

Furthermore, the region is in close coordination with the Delaware Valley Regional Planning Commission, which in 2015 released an update of that multi-state Region's Comprehensive Economic Development Strategy. The WDBs and Region were part of the planning process for that regional Comprehensive Economic Development Strategy (CEDS), represent a number of the key workforce priorities and strategies of that CEDS and are deeply involved in many of the initiatives resulting from or described in that CEDS.

Several of the Counties had previously created their own CEDS plans, but when the Federal Economic Development Agency (EDA) realigned Regions to permit larger Regional CEDS, those Counties have or will soon sunset their own separate plans. These include the Gloucester County CEDS, Burlington County CEDS and the South Jersey Economic District (encompassing Atlantic, Cape May, Cumberland, and Salem Counties). These and the other Counties' own economic development agencies or departments, however, although they are not formally completing EDA CEDS Plans, will guide economic development activities within their Counties. The WDBs are in close partnership with these county agencies. In several cases the economic development department and workforce department are housed within the same County agency, in others, there is a close partnership with a separate public entity. See subsection VII.A.(iii) below for details on these relationships. In Gloucester County, the WDB with the AJC is a division of Economic Development.

Other economic development entities, industry organizations, and businesses that are actively involved in regional planning along with the members of the region, and some current initiatives or activities together include:

- Common marketing strategies between Economic Development and Workforce development within counties and across the region.
 - Gloucester, Camden, and Burlington created a group that has provided over \$100,000 in site selection development support for businesses seeking to move into that area.
 - Burlington County Workforce Development Initiative has a coordinated Business Engagement office that closely collaborates with the office of Burlington County Economic Development and Regional Planning
 - The South Jersey Economic Development District (Atlantic, Cape May, Cumberland, Salem) brings together that area's WDB and economic developers to assess opportunities on community projects, and to bring private sector investments into the area to create jobs.

- Camden County College has received a Talent Network Grant from the State of New Jersey for the purpose of developing a skilled workforce in the Advanced Manufacturing Industry. Cumberland and Salem Counties have also received Opportunity Grants supporting new initiatives.
- Camden has formed a consortium with employers in the manufacturing sector to ensure alignment between curriculum and needs, and build content and relationships to respond together to potential grant opportunities. There are similar models in Cumberland, Salem, Cape May, and Burlington Counties that suggest this could be easily replicated through the region.

As noted, above, the CEDS Plan for the Greater Philadelphia Region, encompassing Gloucester, Camden, Burlington and Mercer Counties in New Jersey as well as the Philadelphia region in Pennsylvania (Philadelphia, Delaware, Chester, Montgomery and Bucks Counties in Pennsylvania), is now a driving force for economic development activity with which the workforce Regions activities closely align. A list of several of the priorities of that Plan, and some of the key workforce strategies being undertaken here in the region follow.

CEDS Regional Goals and Objectives:³²

Invest in people, to support a workforce prepared to meet the evolving needs of the region's employers.

- Improve and expand the region's educational and workforce training networks.
 - **As noted previously in this Plan, the region is focusing on**
 - **improving coordination with schools;**
 - **building enhanced work-based learning opportunities in conjunction with business and education institutions, and**
 - **Creating a consolidated system of monitoring training institutions to ensure higher quality and efficiency in the region's workforce training**
- Provide post-secondary educational opportunities designed to meet the evolving needs of the region's employers.
 - **The Region is building on the activity of Talent Networks and our Regional Sector Teams in targeted industries to improve training and make it more responsive to business needs.**
- Prepare economically disadvantaged populations to actively participate in the workforce.
 - **By delivering increased quantity and quality of internships and work-based learning, we are bridging the gap from unemployed/underemployment into workplace success and giving some populations with multiple barriers to employment a first opportunity to break into the workforce through these supported methods.**
 - **By enhancing supportive services to meet regional need revolving around disadvantaged populations**

Additionally, the Delaware Valley Regional Planning Commission (DVRPC) CEDS has a number of performance measures that are closely aligned, and in some cases almost identical, to measures to those of the local workforce development areas and Region. These include:

- Educational Attainment:

³² *Greater Philadelphia's Comprehensive Economic Development Strategy*, September 2015. Note, the bulleted text in BOLD after each item is a summary of the workforce Region's key activities in response to each priority.

- Both WIOA and the CEDS work toward increasing educational attainment. While WIOA focuses more narrowly on credentials and high school completion, the CEDS also seeks to increase college graduation rates and advanced degrees.
- Unemployment:
 - The CEDS has a goal to reduce unemployment, aligned closely to the WIOA goals of facilitating job placements and job retention.
- Income/Earnings:
 - The CEDS goal of increasing per capita income is closely aligned with the WIOA earnings change goals.
- Total Jobs and Job Growth:
 - These goals of the CEDS relate to the same WIOA goals of placement/retention, but also to the region's workforce goals of supporting the business by providing a skilled workforce.

Initiatives and Projects in which the region and member WDBs participate are numerous. These have been outlined in great detail in the DVRPC CEDS, in the Appendix: 2016 List of Key Regional Projects.

Business Outreach: An additional strategy that is the focus of the South Jersey Workforce Collaborative and relates to these priorities is to work with economic development partners and agencies is to create a list of new and expanding businesses in the region. Once a list is developed, the Region will collaborate to send Business Service Representatives to visit those businesses to develop relationships, offer assistance with workforce needs and secure job orders/ announcements of openings. Gloucester already does this, and the rest of the region is working to replicate this work.

- VI. Describe the one-stop delivery system in the local area, including—
- a. Describe how the local board will ensure the continuous improvement of one-stop operator/ providers of services through the system and ensure that such providers meet the employment needs of local employers, and workers and job seekers. Include in this description the local board's process for selecting and evaluating providers through solicitations (Requests for Proposals) for services, process for utilizing the Eligible Training Provider List (setting of local standards of the Eligible Training Provider List), review of sub-grantee budgets and reports, and a description of the local area's monitoring and compliance unit and their activities; **include a discussion of the LWDB process to complete the One-Stop Certification, as outlined by SETC policy# 2016.**

System Oversight Responsibility and Scope

The Workforce Development Board works to support the development of a skilled and highly qualified workforce, promotes the career development process through life-long continuing education, and coordinates with the New Jersey Department of Labor and Workforce Development to participate in and provide support to Gloucester County businesses.

The Board is comprised of talented leadership from local business, educational and professional communities. The Board and the Freeholder Liaison remain focused on active partnerships within Gloucester County's business, government, and community-centered organizations to promote continued economic growth.

The WDB recognizes economic growth in a number of ways – by management and oversight of occupational skills, apprentice training and educational programs for a broad range of workforce areas; in order to meet present and future area business needs. These efforts promote and maintain a competitive workforce within Gloucester County. The development of a network of educational resources and workforce institutions in addition to a partnership with economic development offices throughout Gloucester County and the region is designed to promote economic growth and reduce worker dislocations.

Continuous Improvement: Evaluation of Target Areas, Brief Methodology and Operation of Results

Target Areas:

Evaluation of the One Stop/American Job Center is the responsibility of the WDB Resource Analysis and Budget Committee. The committee discusses appropriate ways to evaluate the services and outcomes of the programs and performance as well as the success of the American Job Center. Some ideas discussed for evaluation include "customer wait" time before being seen by a /American Job Center representative, response time to answering phones, hours of operation (are they sufficient to serve the public?), review of customer complaints, etc.

In order to evaluate the American Job Center's partners, a monthly service report is submitted to the AJC Operator and the WDB Executive Director. The service report is part of the WDB MOU with AJC partner agencies. The services report measures the number who received an orientation, counseling appointments, TABE testing/assessments, and other activities as deemed appropriate.

During PY 12 through PY 16, the committee conducted a customer satisfaction survey of WIA/WIOA and WFNJ participants. Two (2) evaluation questionnaires were utilized by the Gloucester County One Stop/American Job Center.

These questionnaires continue to be utilized. The process for distribution is as follows:

The two page document, titled *One Stop/American Job Center System Participant Customer Survey*, is given to all customers upon completion of the four activities listed:

1. Orientation
2. Testing
3. Counseling
4. Referral

At the time of referral to a training vendor, the counselor requests the customer to complete the "mid-point" questionnaire. This questionnaire remains in the customer's folder. If the customer expresses strong dissatisfaction, it is shared with the One Stop/American Job Center Operator and the training vendor.

The one page document in the form of a letter is sent to customers upon completion of their training. This is mailed out by the Senior Employment Counselor. Upon return of the form, it is reviewed and any negative comments are shared with the One Stop/American Job Center Operator. The completed form is maintained in the customer's folder.

Brief Methodology:

Methodology of evaluating the service delivery is still being discussed by the Resource Analysis and Budget Committee. Various methods will be implemented including but not limited to surveys, one on one conversation with customers, and time study to determine "wait" time of customers.

Operation of Results:

The results will be reviewed by the Resource Analysis and Budget Committee and findings/recommendations will be made if appropriate.

The committee and WDB staff will evaluate job placement rates of the contracted training vendors. The intent is to make this information available to the customers via WDB's website www.gcwdb.org and informational packets.

RFP Process for Training Vendors:

In order to be in compliance with WIOA section 107 (g) (1) (A) and the Uniform Administrative Requirements Section 184(a)(3)(B), every two years the Gloucester County WDB, the County Purchasing Department, and the Legal Department solicit for training vendors. Following NJ State and WIOA guidelines, vendors are notified of the need for training services that are aligned with labor demand occupations. Before a contract is sent to the legal department for execution, the WDB staff assures the vendor is in compliance: review of past performance, vendor is listed on the ETPL, training services are in demand and if available, the type of credential/certification/license. Performance expectations and payment processes are explained in the contract.

New solicitations for training vendors will be sent out in early 2017 for contracts starting July 1, 2017. In the new contracts, performance criteria will be included and should a training provider not meet the performance criteria such as the 75% job placement, corrective action will be necessary. "Corrective action" is a mutually agreed corrective measures that the vendor must perform in order to become compliant with the contract. If the vendor does not comply or is unable meet the corrective action as documented, a letter will be sent to LWD and copied to the vendor that the vendor should be taken off the ETPL for non-performance. Job placements

are monitored of each contracted training vendor, on a monthly basis by the WDB/AJC Program Analyst.

Evaluating/Measuring Performance of Training Vendors

The Gloucester County WDB's Resource Analysis and Budget Committee monitor the outcomes of the local training vendors and may make appropriate recommendations if the vendor is not performing well.

There is a counselor who tracks all training customers after completion of their training and follows their progress. The Resource Analysis and Budget review the job placement outcomes of those participants who received classroom training and were placed in jobs in a training-related field. The committee reviews the information on a quarterly basis. A report will be generated and given to the American Job Center One-Stop Operator and Coordinator in order for the report be shared with staff and customers interested in training. The report will also be included (on a quarterly basis) on the Gloucester County Workforce Development Board website—www.gcwdb.org. The outcomes will assist the Counselors when advising their customers who are seeking training. The outcomes will also assist the customer when he/she chooses which training vendor best meets their needs.

When a customer expresses concerns about the training program, Gloucester County WDB staff follows up via an on-site visit to the training and a discussion with the training staff.

In some instances, the Gloucester County WDB has suspended the approval of training vendors when the training program is not adequately preparing and training WIOA customers for the specific occupation.

The Regional WDBs share a number of training providers in common, and currently, each monitors them through their own internal processes, and in some cases, monitoring is more limited due to lack of resources. By building a monitoring team, the region will develop a shared monitoring calendar and list of those trainers held in common across multiple WDBs. One monitoring visit can be conducted during a monitoring period with these entities, generally by the county/WDB in which the trainer or main site is located or that does the majority of work with that trainer. The information and monitoring report will be shared across the region and an MOU agreement written that each WDB will accept the monitoring reports conducted by the other WDBs.

GCWDB One-Stop Certification Process

It is the GCWDB intent to follow the One-Stop/AJC Certification process as outlined in the SETC Policy # 2016. GCWDB is in the process of certifying the AJC by May 2019 and submit the documents by June 2019 to SETC. The WDB Executive Committee, at the April 14, 2019

meeting will designate an ad-hoc committee to conduct a review of the AJC “system” as well as organize a survey of AJC customers in June 2019.

The local board at the April 14, 2019, GCWDB Executive Meeting, exercised the option of the two-year extension of the One-Stop Operator. The Gloucester County Freeholder Board at the May 17, 2017 meeting, adopted a resolution authorizing an agreement with the GCWDB and designated Thomas Bianco to serve as the Operator of the Gloucester County One-Stop Career Center/American Job Center on behalf of the County. See Appendix

Certification Process Checklist

Background – The following documents are required to be submitted by each local Workforce Investment Area seeking One-Stop Certification. These may be considered gateways to certification consideration:

- A completed cover document/letter of transmittal requesting State of New Jersey One-Stop certification;
- Current/Full Workforce Development Board Certification
- Verification of meeting disability/accessibility standards;
- Verification of meeting grievance/complaint/EO standards;
- Local Memorandum of Understanding between the Workforce Board and its local one-stop partners;
- A completed Quality Benchmarking Tool;
- Completed Minimum Standard of Service Delivery Checklist.

b. Describe how the local board will facilitate access to services provided through the one-stop delivery system, including in remote areas, through the use of technology and through other means; such as distance learning; include a description of how equity and equal access to services is achieved for services provided through the One-Stop system.

The GCWDB with assistance from local partners tries to ensure equal access and equity to AJC services through the use of technology where applicable. For instance, the public access and the Workforce Learning Links as well as community college have computers for the blind and visually impaired as well as wheelchair-bound individuals.

In order to facilitate access to AJC services in the local area, the Gloucester County WDB will follow its mission: to promote the services at the AJC to local job seekers and employers.

In order to help meet this mission and to expand the use of technology, the Gloucester County WDB has requested LWD to provide Wi-Fi capabilities at Thorofare AJC. Providing Wi-Fi will help to promote the AJC partner services and Career Connections to both the employer and job seekers. Currently, Rowan College at Gloucester County as well as the local libraries offers Wi-Fi service, which the local board would like to mirror at the AJC.

Additionally, the local Board has requested that the Senior Counselor from Employment Service provide training in Career Connections to the local libraries and partnering agencies. Additionally, the Counselor along with WDB staff is to assess the needs of libraries and/or partnering agencies as well as the customers.

This is an addition to the "Library Referral Card" that a customer may bring to the local office for assistance, which is in conjunction with the Library Partnership grant. The Library Referral Card is used if people who go into a library but need further American Job Center services, the library will have the customer bring this referral card to the local office with the services checked off they are seeking. AJC staff is then to assist the customer in whatever service is needed. If a person comes into the office and says they misplaced or forgot their referral card, the staff is still to offer the same service assistance.

- c. *Describe how entities within the one-stop delivery system, including one-stop operators and the one-stop partners, will comply with section 188 of the Act regarding non-discrimination, and applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) regarding the physical and programmatic accessibility of facilities, programs and services, technology, and materials for individuals with disabilities, including providing staff training and support for addressing the needs of individuals with disabilities; include an updated description of how both physical and programmatic accessibility of services is ensured in the One-Stop system, for customers with disabilities and those with other barriers (such as foreign-language speakers). Identify tools and processes used. Please note that an automatic referral to Vocational Rehabilitation services is not appropriate for customers with disabilities; the needs of each customer must be assessed and appropriate services may be provided under any WIOA program, or other workforce programs in the local area.*

The County of Gloucester complies with section 188 of the Act regarding non-discrimination and applicable provisions of the American with Disabilities Act of 1990. These assurances are posted in all county buildings and incorporated in all county business/notices for contracts, meetings, and etc. The physical location of the comprehensive AJC is leased by the State of New Jersey and house the Title I, (Adult and Dislocated - County) staff; however, it the local WDB as well Gloucester County Administration responsibility to ensure that buildings that house County staff and services are ADA compliant. On a yearly basis, the Gloucester County Division of Human and Disability Services with the assistance of the County's Buildings and Grounds Department performs an inspection of the AJC. Furthermore, should a complaint arise concerning the AJC building by a constituent, they are referred to Gloucester County's ADA Coordinator Lisa Cerny. Inquiries regarding compliance may be directed to:

Division of Human & Disability Services web link:

<http://www.gloucestercountynj.gov/depts/d/divdied/legalad.asp>

(856) 384-6842 / New Jersey Relay Service 711 or the EEO office at (856)384-6903

Reasonable accommodations for individuals with disabilities are necessary at the Gloucester County AJC as DVRS is co-located at the site. The local WDB relies on DVRS staff to coordinate accommodations in the building. Should the WDB offer services that are off-site, it is the WDB responsibility to provide accommodations. For instance, the WDB held a job fair at the local community college. A request for a sign language interpreter was requested by a job fair participant. The accommodations were made by WDB staff.

With the purpose to ensure that people with disabilities have access to all the services to the AJC, it is understood by AJC staff that services are customer choice; therefore, each customer is not referred to DVRS unless that customer self-discloses that they desire DVRS services. For instance, from the initial intake/interview phase through the completion of job training or literacy services; ALL the services at the AJC are communicated to AJC customer to include reviewing the "Opportunity Guide" which is a comprehensive listing of organizations and programs for job seekers. Though it might be obvious to the AJC staff that the customer would benefit from DVRS, it is not until the customer discloses that they want the services of DVRS that a referral is generated. (A referral process has been implemented not attached to AOSOS's Inter-Agency Referral IAR).

The Gloucester County WDB ensures that foreign language resources are available at the AJC. Currently, there is four foreign language staff. There are three Spanish bi-lingual staff members and one staff member who speaks fluent Cambodian, Thai, Lao and Phu Thai. The AJC partners will regularly assist each other should a language barrier occur. Additionally, a printed directory, listing local supportive services organizations and telephone numbers are available in English, Spanish and Haitian Creole. The directory is available in the lobby of the AJC.

d. Describe the flow of services delivered at the One-Stop centers, including a discussion of the utilization of state and local staff for each area, in compliance with federal and state law. A diagram of customer flow and services provision may be provided as an appendix to the plan, as appropriate.

See Appendix 3

e. Describe the roles and resource contributions of the one-stop partners. This should include a description of the local Workforce Development Board's Memoranda of Understanding (MOU) agreements with the local one-stop partners and resource sharing agreements. Also include a description of the steps taken, and any agreements reached with partners, regarding One-Stop infrastructure costs and shared costs. These local MOUs and agreements should be included as attachments. The following are key elements of the MOUs:

See MOU Appendix 4

- Mission/Vision of the Local System*
- Agreement:*

- Parties to the agreement
- Duration of Agreement
- Process for Updating and Reviewing MOU for Local WDB Certification
- Definition of Roles/Responsibilities of Each Party
- Description of One-Stop delivery services provided by each partner
- Dispute Resolution Procedures
- Breach of Agreement
- Severability
- Modification of Agreement
- Infrastructure Funding Agreement and One-Stop Operating Budget (See Appendix 10)
- Oversight and Review Schedule of Local Workforce System
- Description of Technical Assistance Available for the Partnership
- Referrals:
 - o Within the Partnership
 - o Within the Local Area
- Access for individuals with barriers to employment, including individuals with disabilities
- Performance and other reporting requirements
- Record retention and personally identifiable information policies
- Signatures [Local Board, one-stop partners, chief elected official(s)]

VII. *Describe and assess the type and availability of adult and dislocated worker employment and training activities in the local area. Include a description of how your education and occupational training programs will include employability skills training content (soft skills) that prepares workers for a range of workplace activities and behaviors and a range of skills that are required to succeed in today's workforce.*

Training programs must be aligned with industry needs to ensure that job seekers can obtain the skills needed to obtain employment. Therefore, when a customer expresses that he/she wants to participate in classroom training, it is explained to them by the Employment Specialists at the AJC that training must be in a demand occupation as well as demonstrates to the customer how to access the information. In addition, it is required that training vendors be on the ETPL and meet or exceed performance criteria as outlined in the local area contracts, which is explained to the customer as well.

Employability skills are embedded in all workforce training activities starting at the the AJC orientation workshop through adult basic education services and classroom training. For instance, all WFNJ participants take part in the Group Job Search (GJOBS) classes. The GJOBS, as well as the AJC Orientation curriculum, includes the eight skills that, the WDB identified employers want employees to have, which crosses over all industries:

- Communication

- Teamwork
- Problem-solving
- Initiative and enterprise
- Planning and organizing
- Self-management
- Learning
- Technology

The skills are individually assessed, reviewed and explained to the participants as well as inserted in every GJOB, classroom training, and AJC activities. Should a participant be found lacking in any of the above-mentioned skills, additional training is offered. For example, if customers need assistance in technology, the customers are referred and introduced to the services at the Workforce Learning Link for computer literacy.

It should be noted when reviewing the “regional baseline skills in greatest demand” mirror those skills already identified by the local Board. Though the names of the skills are different, it is obvious that employers need these skills and the local Board and AJC services must meet those needs by providing the job seekers with the appropriate expertise.

Regional Baseline Skills in Greatest Demand³³

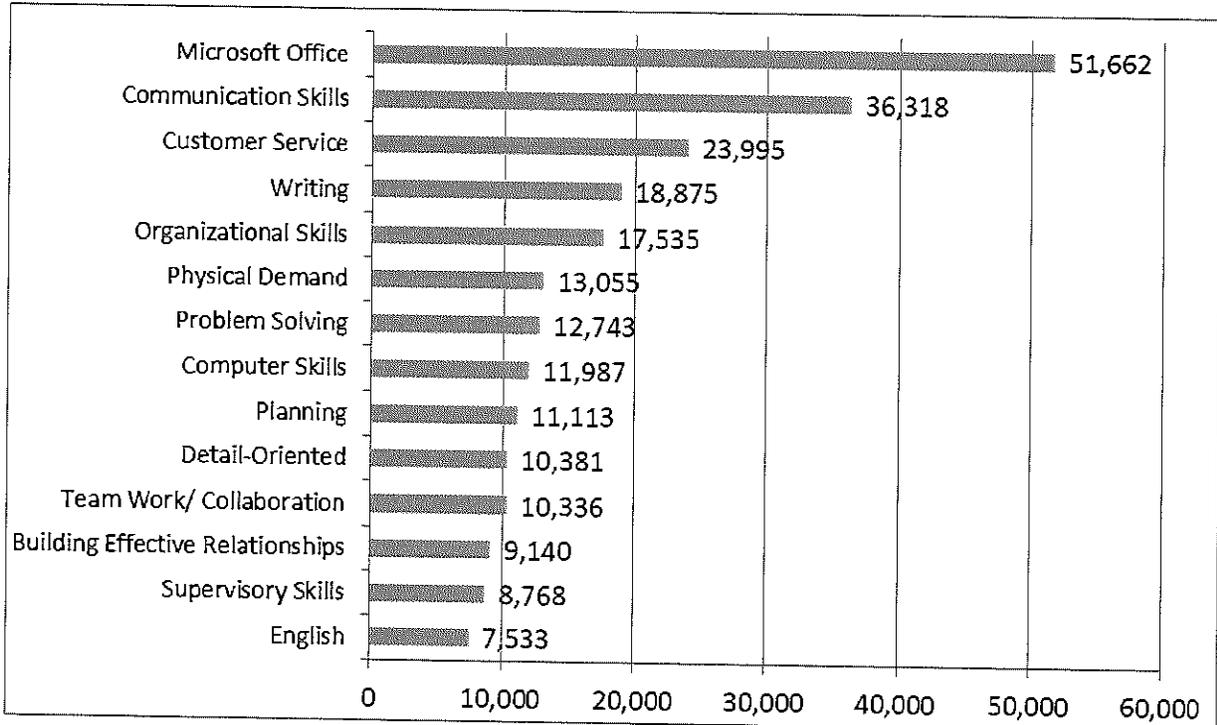


Figure 13

VIII. Describe how the local board will coordinate workforce development activities carried out in the local area with statewide rapid response activities, as described in section 134(a)(2)(A) of the Act.ⁱⁱ

³³ Source: Burning Glass Technologies Inc., Labor Insight

The Rapid Response activities in the local area are a response to the Worker Adjustment and Retraining Notification Act (WARN) notices. WARN offers protection to workers, their families, and communities by requiring employers to provide notice 60 days in advance of covered plant closings and covered mass layoffs. This notice must be provided to either affected workers or their representatives (e.g., a labor union); to the State dislocated worker unit; and to the appropriate unit of local government, (LWD, 2016).

Rapid Response teams work with employers and employee representative(s) to minimize the disruptions on companies, affected workers, and communities affected by job loss. The local AJC have designated staff as well as LWD representatives that can provide customized services on-site, accommodate any work schedules, and help companies and workers through the painful transitions associated with job loss.

IX. *Youth Activities:*

a. *Describe and assess the type and availability of youth workforce development activities in the local area, including activities for youth who are individuals with disabilities, which description and assessment shall include an identification of successful models of such youth workforce development activities. Local Areas should use their WIA to WIOA Youth Transition Plans as the baseline for this section and may add additional activities and plans if developed since those Plans were submitted.*

Gloucester County will continue to partner with public and private organizations to develop a comprehensive Youth Transition Plan that will provide access to educational opportunities with job readiness and job experience opportunities. A strong emphasis is to identify at-risk youth through relationships with local school administrators throughout the area who can provide information on recent dropouts and promote the resources available to students who are considering that option. The local office of the Division of Vocational Rehabilitation also partners with the local High Schools and the Youth Education and Career Center to assist youth with disabilities. The Partners will continue to offer community outreach events at local libraries and community centers and reach out to the local business to determine labor market trends. An increased effort will be placed on follow up activities to increase the likelihood of successful outcomes.

b. *Describe how your area will satisfy the requirement for 75% of WIOA Title I Youth funds to be used for Out-of-School Youth, and 20% of total youth funds to be used for work experience activities. If the local area plans to use 100% of Youth Funds for Out-of-School Youth, describe how local one-stop services will continue to be made available to all youth (both in-school and out-of-school).*

Initially the GCWDB set aside 75% of the WIOA Youth funding for out school youth with the remainder, 25% for in school youth. Because of funding cutbacks, the GCWDB will dedicate

100% of the WIOA youth funds to out of school youth. As required in WIOA, 20% of Title I Youth funding will focus on work experience activities. This will include working with Gloucester County Institute of Technology (GCIT) on pre-vocational and vocational training opportunities as well as having local businesses participate in job shadowing program(s).

In order to ensure that in-school youth programming is available to this population, the GCWDB together with the Youth Committee is in communication with local area schools concerning the AJC services and programs.

c. *Describe the design framework for youth programs in the local area, and how the 14 program elements required in § 681.460 are to be made available within that framework.*

The Youth Education and Career Center provides the framework to incorporate the 14 programs required under WIOA regulations. The Out-of-School Youth Program has individual teachers to assist and prepare students in math, English, science, social studies and business in order to prepare students to receive their HSE. The Center provides recruitment and recovery services in partnerships with High School Administrations and American Job Center youth counselors.

Additionally, students are identified for post-secondary educational options. Students will be provided the opportunity to earn industry-recognized training credentials which will include but not limited to ServSafe, Hotel Front Desk, and CPR certifications as well as OSHA general industry training. The Youth Council found that having the youth attain these certifications allowed the youth to get their "first job" as well as a stepping stone to other stackable credentials. The Youth Center will work with the Gloucester County Chamber of Commerce to provide access for students to attend local business events with business leaders. This will provide leadership development and adult mentoring exposure. All youth activities are subject to a 12 month follow up to reinforce stated goals and track for successful outcomes.

Follow up will be conducted for a 12 month period after completion to provide information on students to be considered successful i.e. Employment, HS Diploma/HSE or Additional training/education. All students are provided an exit plan with goals and all support services are available as a resource during the follow-up period if needed.

It should be noted that the out-of-school youth program involves local business and industry to provide occupational training through job shadowing and pre-apprenticeship opportunities.

Out of School Youth Program

The Youth Education and Career Center (YECC) is administered by the Gloucester County Institute of Technology to provide at-risk/ out of school youth an opportunity to acquire their HSE and promote a pathway to employment or additional post-secondary educational/training

opportunities. The WDB oversees operational compliance under the Department of Labor WIOA regulation guidelines.

From July 1, 2018, to April 30, 2019 enrollment has increased by over 100% (from 6 enrollments to over 30). The enrollment increase can be accredited, at least partially, to changing the assessment and certification procedure(s). In the past, youth candidates had to travel to the AJC to be certified as a WIOA youth and wait until after being certified to take the educational assessment. Because of transportation issues, the youth and their parents/guardian were unable to travel to the AJC. Now the educational assessment is done at the beginning of the process and youth certification is completed at the YECC facility eliminating the transportation barrier. Though the youth no longer have to go to the AJC to be certified, the Employment Specialist at the AJC still has that responsibility with the YECC staff providing the certification documents and responsible for creating and updating the ISS, which is submitted to the Youth Employment Specialist.

Recruitment of youth is done by a variety of outreach programs which include School Administrators, Community Events, Social Media and individual student referrals. GCIT/YECC also work closely with the American Job Center counselors and the GCWDB together with the Youth Council.

In order to provide the services needed under WIOA the Youth Education and Career Center includes 14 program elements to both the in-school and out-school youth. These elements are as follows:

1. Tutoring and study skills training
2. Alternative secondary school service
3. Paid and unpaid work experience
4. Occupational skill training
5. Leadership development
6. Supportive services
7. Adult mentoring
8. 12-month follow-up services
9. Comprehensive guidance and counseling
10. Financial literacy
11. Entrepreneurial skills training
12. Assistance with post-secondary education and training
13. Assistance with employment for in-demand occupations
14. Access to services that provide the labor market and employment information

To ensure the Youth Education and Career Center meets these requirements periodic monitoring visits were performed with the first completed on February 2, 2016, by the Program Analyst and Employment Specialist from local WIOA Title I Youth. The report outlined a number of corrective actions needed to reach all of the 14 elements required. A notice was sent out by

WDB Executive Director Michelle Shirey on February 22, 2016, to inform the Youth Center on the corrective action needed and establish a July 1, 2016 date for completion. A second monitoring visit was conducted on April 14, 2016, for progress update by the Program Analyst. The report established the Youth Center implemented the corrective actions and had met the program elements requirements at that time. Future monitoring will be scheduled throughout 2016 and 2017 to ensure continued compliance.

d. *Clarify how and if the area will be securing any youth program elements without the procurement of programs and services.*

Gloucester County WDB in conjunction with Business and Academic partners will continue to identify opportunities to implement program elements into the Youth Program without the procurement of programs and services. Joint ventures will allow the business to identify industry and employer needs and provide the information to training vendors to develop curriculums to better match the job demand skills. Gloucester County Administration, as well as the Workforce Development Board, will promote employer events such as job fairs and training events to encourage youth participation throughout the area.

X. *Describe how the local board will coordinate education and workforce development activities carried out in the local area with relevant secondary and postsecondary education programs and activities to coordinate strategies, enhance services, and avoid duplication of services.*

Workforce development is centered on how to efficiently and effectively train workers for relevant and in-demand jobs, which several stakeholders are involved in the conversation. This includes business, education, labor, and government agencies working together to determine how to increase the pool of qualified workers.

It is the WDB's plan to engage the providers of both the secondary and postsecondary education institutions in order to educate them and their students about in-demand occupations in the region as well as best practices. In addition, the WDB plans to act as the collaborator to initiate conversations and connect businesses to the learning institutions. The conversation has begun and developed with numerous postsecondary institutions; however, the Board realizes that this conversation needs to expand to include the secondary education providers.

XI. *Describe how the local board will coordinate workforce development activities carried out under this title in the local area with the provision of transportation, including public transportation, and other appropriate supportive services such as; child care and public housing.*

Supportive services for adults, youth and dislocated workers include services such as transportation, child care, dependent care, and housing, that are necessary to enable an individual to participate in activities authorized under WIOA. The Gloucester County WDB, in consultation with the AJC partners and other community service providers, will assess these services to ensure resource and service coordination throughout the county.

In addition, following NJ Workforce Innovation Notice 10-16(A) – Supportive Services and Needs-Based payments under WIOA Title I Programs, the Gloucester County WDB will develop written policies concerning Supportive Services by March of 2017 to be implemented no later than July 2017. It is the intent of the WDB to allow for the payment of supportive services, such as clothing, transportation expenses, and other training-related expenses to be part of the service delivery for the Adult, Youth and Dislocated participants. For more details see Appendix 5

Gloucester County has a countywide resource guide or lists of supportive services that can be accessed on a local level. The available resources are kept up to date and are made available to all staff members at the local American Job Center or the local Division of Social Services.

Public Transportation:

The Gloucester County WDB recognized that education, training, and job searching is difficult to perform because of the lack of public transportation in the area. In Gloucester County, public transportation is lacking. Nevertheless, In order to connect jobs and education/training, Gloucester County WDB initiated the expansion of local transportation services. Through a partnership with Gloucester County Human Services, Pascale Sykes Foundation, NJTransit and Cross County Connection, the Pureland – East West Community Shuttle was created. The service starts at Avendale, major NJ transit hub in Camden County near Williamstown (Gloucester County), and travels west to the Pureland Industrial park with stops and connections with NJTransit. At the Pureland Industrial park, riders can then transfer to another shuttle that travels throughout the complex. See <http://www.driveless.com/PurelandEastWestShuttle.html> for more information.

XII. *Describe plans and strategies for, and assurances concerning, maximizing coordination of services provided by the State employment service under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) and services provided in the local area through the one-stop delivery system, to improve service delivery and avoid duplication of services.*

The State Employment Service under Wagner-Peyser is an important component in the service delivery at the Gloucester County AJC. The mission of Employment Service (ES) is “to assist job seekers in finding jobs and employers in finding qualified workers,” (USDOL/ETA). In Gloucester County, ES is an integral part of the workforce development services for local customers.

The employment Service staff has the ability to:

1. Find qualified job seekers for an open job order (job matching)
2. Be able to prepare an employment plan using the AOSOS template
3. Be able to professionally critique a job seeker's resume and cover letter
4. Professionally present workshops content to job seekers
5. Be comfortable with and have the ability to help customers with technology tools such as NJ Career Connections, online applications, social media, online assessment and software commonly used in the American Job Centers.

In order to avoid duplication of services, all Title I – Adult & Dislocated as well WFNJ customers are referred to Employment Service Interviewers for assistance with job matching.

Concerning Adult and Dislocated training customers, this population is referred after the training is completed, but before the customer exits out of the program. The referral mechanism is the Inter-Agency Referral in AOSOS. The expectation is that the Title I Employment Specialist will work with the ES Interviewer for job placement.

In the future, the ES Interviewers will be part of the Business Services team in order to assist businesses to find qualified employees. The Business Services Team membership will include the Business Services Representative (BSR), Veteran's representative, WDB staff and the Senior Interviewer. The expectation is that the AJC "Operator" and Gloucester County Economic Development will be able to contact the team regarding employment opportunities and/or other business services the employer may need. The Business Services team is part of the WDB's Marketing and Business Outreach committee and will report bi-monthly to this committee and monthly to the "Operator" and the WDB Executive Director.

- XIII. *Describe how the local board will coordinate workforce development activities carried out under this title in the local area with the provision of adult education and literacy activities under Title II in the local area, including a description of how the local board will carry out, consistent with subparagraphs (A) and (B)(i) of section 107(d)(11) and section 232, the review of local applications submitted under Title IIⁱⁱⁱ.*

In order accurately describe how the WDB will integrate Title II programs with the workforce services at the local AJC a review of local demographics concerning education attainment and non-English speaking populations will to be evaluated.

An inquiry of local "Active AOSOA" registrants January 1, 2016 to November 2, 2016 revealed over 300 people in Gloucester County that do not have a high school diploma, yet actively seeking employment. Educational level of county residents indicates that there are approximately 14,660 individuals over the age of 25 years old that do not have a high school diploma. Sixteen percent (3,837) of individuals that are in poverty in Gloucester County does not have a high school diploma with 17% of those in poverty employed. Concerning ESL Services, which is part of Title II funding and services, approximately 7,000 residents speak

English “less than very well,” with Spanish speaking residents that apply to over 2,700 residents. There are concentrations of Spanish speaking citizens in Woodbury, Deptford, Swedesboro, South Harrison, Glassboro, Monroe, and Franklin, (Gloucester Co. CDBG –LAP, March 2012).

After reviewing the above information, it has been the intent of the WDB Adult Literacy Committee to leverage funding streams and program deliverables in order for adult literacy and ESL to be easily accessible to county residents. Through planning and dialogue with Rowan College at Gloucester County Workforce and Professional Development Institute, the coordinating entity of Title II, the WDB has been able to collaborate with the local libraries and community-based organizations, provide services to residents that are in most need in the communities where they live. For instance, there are ESL classes in Swedesboro, Glassboro, and Woodbury with adult literacy services as well as ESL in Monroe Township (southern portion of the county).

Adult Education and Family Literacy (Title II), Workforce Learning Link(s) and the WFNJ Literacy Community Work Experience Program (CWEP) services in Gloucester County are provided by Rowan College at Gloucester County Workforce and Professional Development Institute. These are the programs and funding streams that provide the Adult Basic Education in the County. The Workforce Learning Link and the WFNJ Literacy CWEP deliverables are shared services agreements between the College and the Gloucester County WDB. The Title II funding, which the College receives directly by the State, is leveraged with WDB funding. In order to enhance the adult education literacy skills, and avoid duplication of services, all adult literacy programs are co-located at the Gloucester County AJC Workforce Learning Link, except for ESL, which is provided at the College campus and other locations throughout the county.

Title II Review Process – Adult Literacy by WDB

Rowan College at Gloucester County (RCGC) Workforce and Professional Development Institute will submit an executive summary highlighting the Title II services along with the total amount of the award, to the WDB Community Needs/Adult Literacy Committee. The executive summary will outline Title II goals, LOS, hours of operation, customer flow – points of access, service delivery and the referral process of the American Job Center (AJC) customers to RCGC for Literacy Services. Recommendation from WDB Literacy committee will be submitted to the WDB Executive Committee for final approval. A letter from the Executive Director of the WDB outlining the Executive Committee’s decisions will be sent to the College President and the Dean of Continuing Education at RCGC in order to be included in the WIOA Title II application.

- f. This section must include a description of how the local area will effectively refer one-stop clients to WIOA Title II programs and how Title II program recipients will access one-stop center services. Include information about existing and planned efforts for co-location and co-enrollment of title II activities within the one-stop system.*

Gloucester County residents can access the Title II programs through a direct referral from the AJC staff, libraries, K-12, or self-directed. Title II programs are discussed at the AJC orientation as well as the WFNJ GJOBS classes. Should an AJC client want Title II services, a referral is made to the Workforce Learning Link (WLL), which is co-located at the Gloucester County AJC. The AJC participant is guided by an Employment Counselor. The client is scheduled for TABE testing, provided by the County, and once testing is completed he/she has then scheduled an appointment with the WLL Instructor. The Instructor and Employment Counselor work together with the client in order to ensure that the appropriate services are presented. Should a customer need HSE, services are explained of each site, with emphasizes on the College, because there are more intensive classroom services. Communication between the AJC and the College concerning the client is exchanged weekly and or as needed. WFNJ clients are monitored by the College and status reports are given on a weekly basis as well to the WFNJ Case Managers.

It is the plan of the WDB Literacy Committee to enroll non-referred Title II customers to register on Career Connections/On-Ramp. Starting in January, Title II participants not referred by the AJC will be registered in AOSOS via the AJC registration form. Additionally, the Employment Counselor will conduct an orientation for individuals that are not registered. Presently, the Employment Counselor visited Title II staff at the College and explained Career Connections in order for staff to assist Title II clients. This service will be expanded to other adult literacy sites, such as St. Matthew's in Williamstown.

b. Describe all literacy services including those provided through the workforce learning link, WFNJ and any other WIOA program and services.

All Workforce Learning Link participants must take part in the American Job Center/One-Stop Orientation. All potential WLL participants will meet with an ES Counselor (except for DVRS and WFNJ participants). The Counselors, with the WLL, WFNJ or DVRS client, will develop a plan to include employment goals that will be comprised of an "occupation" as well as a "career-ladder" in order to obtain the customers' occupational goals.

Please note, depending on the AJC, DVRS, or WFNJ participant need and customer choice, the participant may stay at the WLL at the AJC or be referred to RCGC Continuing Education for services. Most WLL clients that need HSE or TABE scores that are below 8.0 are sent to RCGC for more intensive educational services. ALL ELA/ESL participants are sent to RCGC for assessment and instruction.

The following are services that are available to all Adult Education participants to include WLL, Title II and WFNJ:

RCGC Workforce Learning Link: Resources and Programs

ConnectED: McGraw-Hill

Common Core Achieve-TASC: High School Equivalency Test Preparation Course

*Students must complete assignments and assessments in Math, Language Arts, Social Studies and Science to improve and prepare for TASC Test.

Careers: Introduction to specific careers: Certificate Program (Bridges)

Business Management and Administration

Introduction to Supply Chain Management

Careers in Health Services

Careers in Hospitality and Tourism

Careers in Transportation, Distribution, and Logistics

*Students assigned content based on interests and goals. (Ten to twelve-week course work with an average of 5 units per course with four lessons in each unit).

Aztec - Online resource for TASC test preparation

Math

Language Arts

Science

Social Studies

*self-paced - Students will be TABE tested (assessed) after 30 or 50 hours of instruction and reported to the MIS Coordinator at the American Job Center.

Computer and Technology Skills

PowerUP: Basic Computer Skills, Typing Instruction Certificate Program

Microsoft Digital Literacy: Basic Computer Skills

*Self-paced – 17 lessons approximately 1 hour each should take about a week of study to complete)

GCF: Advanced Computer Skills

Microsoft Word

Microsoft Excel

Google: Drive and Docs

*Students assigned based on computer literacy skills and interest – self-paced four weeks (approx.) per course.

Career Resources

JISTS Online video resources (Interview, soft skills, etc.)

*Students assigned content to help with interview and resume process

Holt-McDougal Work Skills: Work Readiness Credential

Situational Judgment and Active Listening

Math

Reading

*self-paced approximately 20 hours for each section – three weeks to complete at 20 hours per week.

Tools for Job Search

Career Connections- initial introduction will be done at the orientation and meeting with Workforce/ES Counselor.

LinkedIn: Create a profile and resume
Update and edit resumes and cover letter

c. Describe the referral process out of a literacy program into a career pathway.

The Counselors of the various AJC partner programs will develop a plan to include employment goals that will be comprised of an “occupation” as well as a “career-ladder/pathway” in order to obtain the customers’ occupational goals. The employability plan will be shared with the Title II provider and reviewed with the customer. Once the literacy goals are achieved, the client is referred back to the appropriate Counselor to review the career pathway and with the client; reviewing next steps.

XIV. *Describe the replicated cooperative agreements (as defined in section 107(d)(11)) between the local board or other local entities described in section 101(a)(11)(B) of the Rehabilitation Act of 1973 (29 U.S.C. 721(a)(11)(B)) and the local office of a designated State agency or designated State unit administering programs carried out under title I of such Act (29 U.S.C. 720 et seq.) (other than section 112 or part C of that title (29 U.S.C. 732, 741) and subject to section 121(f)) in accordance with section 101(a)(11) of such Act (29 U.S.C. 721(a)(11)) with respect to efforts that will enhance the provision of services to individuals with disabilities and to other individuals, such as cross-training of staff, technical assistance, use and sharing of information, cooperative efforts with employers, and other efforts at cooperation, collaboration, and coordination.^{iv} Describe in this section what internal mechanisms will support these initiatives and how these technical assistance initiatives are coordinated with or supported by the Department of Vocational Rehabilitation and the New Jersey Commission for the Blind and Visual Impaired.*

To date, no plan has been shared by the State of New Jersey.

XV. *Identify the entity responsible for the disbursement of grant funds described in section 107(d)(12)(B)(i)(III), as determined by the chief elected official or the Governor under section 107(d)(12)(B)(i).^v*

The Fiscal Agent, the entity responsible for the disbursement of grant funds in Gloucester County is the Chief Elected Official, the Freeholder Director. The Freeholder Board approves the bill list, generated by the County’s Purchasing Department, and the County Treasurers Department disburses the funds.

XVI. *Describe the competitive process to be used to competitively select the One-Stop Operator, and to award the sub-grants and contracts in the local area for activities carried out under WIOA Title I. **Include details of the LWDB role in the process and discuss how any other local agencies are involved; also describe efforts to ensure that no conflict of***

interest is present in the process; include a description of the process used by the LWDB to award WIOA Youth program contracts. See Appendix 6

For One-Stop Operator, process see appendix 6 of this document. Concerning the WIOA Youth Program, standard New Jersey RFP procurement processes and rules are followed in order to solicit responses for the youth programming. This also includes following the provisions of OMB Circular 15-08 – Single Audit Policy for Recipients of Federal Grants, State Grants, and State Aid.

XVII. Describe how the local levels of performance negotiated with the Governor and chief elected official pursuant to section 116(c), will be used to measure the performance of the local area and will be used by the local board for measuring the performance of the local fiscal agent (where appropriate), eligible providers under subtitle B, and the one-stop delivery system, in the local area.^{vi} Describe any additional performance measures developed or used locally. **Include the local area performance goals for PY2016/PY2017 and PY2018/PY2019 as an appendix.**

For Gloucester County performance See Appendix 1

XVIII. *Describe the local board as follows:*

a. *Membership: provide a list of members, and indicate alignment with new requirement per SETC policy #2015-01 and WIOA. Include a description of how membership aligns with New Jersey key industries and local area priorities. See Appendix 7 for list of WDB Membership*

Following WIOA Section 107 (b)(2)(A)(i) Gloucester County WDB membership is comprised of 51% of local business representatives who reflect the composition of the local and regional pool of employers. Business representatives denote key industry sectors to include: banking and finance, medical establishment and professions, technology, and economic development.

b. *Discuss recruitment plans to address any deficiencies.*

Should Gloucester County WDB have any membership deficiencies, recruitment of individuals will be in accordance with the requirements of Section 107 WIOA by utilizing highly regarded local organizations such as the Gloucester County Chamber of Commerce, South Jersey Chamber of Commerce or the South Jersey Development Council. Recommendations are then forwarded to the Gloucester County Freeholder Director for possible appointment to the WDB. The local WDB has the honor of having the Gloucester County Chamber of Commerce's President as the Chair of the WDB.

c. *Describe development/training programs with board members.*

The Gloucester County WDB convenes quarterly conferences to train the board members in WIOA partners' responsibilities as well as explain different services/programs in the county. These conferences are also a venue to update the members of the status of WDB committees and to highlight WIOA partners' modification and outcomes that directly affect the workforce development in the county.

- d. *Describe the actions the local board will take toward becoming or remaining a high-performing workforce development board, consistent with the factors developed by the State.*

The local Board is developing a strategic plan that will be reviewed on a yearly basis and modified in order to be in-line with the workforce needs of the community. The strategic plan, once completed will be part of the local area plan as an appendix. See Appendix 8 ?????

- XIX. *Describe staff and partner development and training efforts. Provide plans/timeline for such training. Include both local and partner staff efforts.*

It is the intent of the Gloucester County WDB to work with all AJC partners in order to develop staff training modules that will enhance the experience for the AJC customer. These partners include but not limited to: NJLWD Employment Services division, Title I (Adult and Dislocated) staff, Title II /WLL staff and Division of Vocational and Rehabilitative Services. This will include training of all AJC staff about each of the partner agencies and the new roles and responsibilities of WIOA. Quarterly meetings are held with all AJC partnering agencies so that changes are clarified and each partner is aligned with WIOA deliverables.

Working with Garden State Employment and Training Institute and the New Jersey Department of Labor and Workforce Development ongoing WIOA service training will be developed.

- XX. *Describe how training services under chapter 3 of subtitle B will be provided in accordance with section 134(c)(3)(G), including, if contracts for the training services will be used, how the use of such contracts will be coordinated with the use of individual training accounts under that chapter and how the local board will ensure informed customer choice in the selection of training programs regardless of how the training services are to be provided.^{vii} Within this section, be sure to address how training will lead to industry-valued credentials. Identify any additional local area policies or practices regarding types of training or training providers/performance, which are used in conjunction with ETPL.*

The Gloucester County WDB recognizes education and workforce policy plays a critical role in supporting talent pipelines. Ensuring access to industry valued credential is paramount to the economic success of Gloucester County and the region. Industry valued credentials and certificates provide the opportunity for disadvantaged adults or high school students to secure

employment that pays a living wage. The WDB ensures, through the capacity building of staff, WIOA partners, and contracted vendors, the importance of the credentials and how to acquire them for the AJC customer and to use the Industry-Valued Credential List published by NJ LWD.

Training programs must be aligned with industry needs to ensure that job seekers can obtain the skills, and when available, an industry valued credentials, that are needed to obtain employment. The Eligible Training Provider List (ETPL) and Consumer Report Card are critical tools assisting jobseekers and students making decisions about short-term occupational training programs. The local WDB with the AJC will continue to inform customers that an ITA can only be used for training programs that are in demand and on the ETPL with the Industry-Valued Credential List. It should be noted that not all of the in-demand occupations offer, at this time, industry-recognized credentials, but it will be stressed to the training customer the need for the credentials in order to have a productive career pathway. The AJC staff and WDB understand the need for credentials and will communicate with customers and contractors accordingly.

For contracts starting in July 2021, the WDB will only fund training programs that provide a credential.

XXI. *Describe the process to create the local plan, and provide assurances that it was an open and transparent process, including:*

a. *List and describe any meetings of workgroups, taskforces or similar efforts. Documentation of these meetings, including minutes and attendees, must be maintained locally. Include a list of the participants and their organizations. (This should include local elected officials, local public entities, regional and local economic development partners, WIOA system partners such as Adult Education and Literacy providers, community colleges, Talent Networks, Talent Development Centers and other entities with a stake in the local workforce system and plan.) Provide a description of how local stakeholders, including representatives of Titles I, II, III and IV programs, were specifically involved in the 2019 Modification process. Include meeting dates (beyond standing WDB/Committee meetings), attendee names and organizations represented.*

In the creation of the amended local area plan, WDB Committee meetings included stakeholders such as Rowan College of Gloucester County (Title II), Gloucester County Institute of Technology (Perkins and Youth), American Job Center Partners (DVRS, ES, and the AJC Operator) and WDB private sector members. Meetings concerning the amended plan started with a Technical Assistance meeting on February 28, 2019, and again March 5, 2019, concerning changes to customer flow and referral processes. Additionally, communication via e-mail with the AJC partners and staff about the plan was ongoing and their suggestions and input were continuous.

Stakeholder engagement is planned because of not only the local plan execution but also the creation of a new GCWDB MOU. As of March and April 2017, three meetings have been held with the AJC partners concerning the referral process as well as communicating the high points of the local area plan. Additionally, communication has been ongoing with Rowan College, provider of Adult Literacy Services, concerning local area plan, Title II and the MOU. Future meetings have been planned with all AJC partners to further explain the local area plan.

- b. *Describe the process used by the local board to make available copies of the proposed local plan to the public, through electronic and other means such as public hearings and local news media; ensuring that the document was made available in accessible formats.*

The draft of the Gloucester County Workforce Development Board Local Area Plan (Amended) was posted on the WDB web site: <http://www.gcwdb.org> for a thirty-day public comment period starting May 17, 2019 and ending June 17, 2019. Bridget DiGiambattista via instructional email sent by Eileen Gallo, Senior Program Development Specialist inserted the draft plan onto the WDB web site. Mrs. DiGiambattista also alerted the WDB voting members of the existence of the plan and to view a copy of it on the GCWDB website. There were no other public forums.

- c. *Describe the process used to provide an opportunity for public comment, including comments by representatives of businesses, representatives of labor organizations, and representatives of education and input into the development of the local plan, prior to submission of the plan. Describe any additional local requirements or processes for local public comments. Provide a list of stakeholders who were notified of the opportunity for public comment. Include as an attachment to the Local Plan any such comments including those that represent disagreement with the plan.*

The process used to provide an opportunity for public comment was to alert the Gloucester County WDB members as well as American Job Center partners and staff that the local plan is posted on the WDB's web site for 30 days starting May 17, 2019, and ending June 17, 2019. Announcement of the public comment will be sent to the Gloucester County WDB membership that includes educational institutions as well as union representation. The following is a short list of organizations alerted of the availability of the local plan:

AJC Core Partners (Title I, II, III and IV)
Gloucester County Chamber of Commerce
Rowan College of Gloucester County
Gloucester County Institute of Technology
UFCW Local 1380
Economic Development
Gloucester County Social Services
Gloucester County Human & Disability Services

XXII. *Describe how one-stop centers are implementing and transitioning to an integrated, technology-enabled intake and case management information system for programs carried out under this Act and programs carried out by one-stop partners.*

The local AJC is striving to implement and transition into an integrated, technology-enabled and intake and case management information system for programs carried out under WIOA and the partner agencies by using Automated One-Stop Operating System (AOSOS). AOSOS is supported by the New Jersey Department of Labor and Workforce Development. However, AOSOS is limited to Employment Service, Adult/Dislocated and Social Services (WFNJ) agencies. When referring to AJC participants, it is required that AJC staff, if available, use the Inter-Agency Referral in AOSOS. For instance, when a customer is referred for literacy services at the Workforce Learning Link, an inter-agency referral is issued, though printed out and given to the agency. In order to best utilize AOSOS, it is highly recommended that DVRS and Title II incorporate a "bridge" into the AOSOS system.

In addition to the AOSOS system, the Gloucester County WDB currently has a contract with NJ Performs. The AJC and the WDB are committed to use the NJ Performs data system as a tool to not only measure and track WIOA performance but to also understand and communicate workforce trends to AJC staff and the WDB. Gloucester County currently has four licenses and one license is used by Employment Service MIS staff with the others with Title I MIS staff and Operators.

XXIII. *The priority of Service:*

- a. *Describe how the local board will ensure priority for adult career and training services will be given to recipients of public assistance, other low-income individuals, and individuals who are basic skills deficient consistent with WIOA sec. 134(c)(3)(E) and § 680.600*

WIOA Adult Program Priority of Service: See Appendix 9 for the GCWDB's Policy and Procedures concerning Priority of Service.

An individual must first qualify for WIOA before a priority of services can be applied. When veterans are identified as eligible for Adult or Dislocated Worker WIOA individualized career services and training services they will become priorities for such services. The veteran's priority is not to be construed as an entitlement for WIOA service, but eligible veterans are given priority over non-veterans for all available services. Therefore, WIOA Title I Adult funded services, the program's eligibility determination must be made first, and the veteran's priority applied. Veterans and eligible spouses, as defined in Appendix 9 (GC WDB Priority of Service Policy) continue to receive priority of service for all job training programs funded by the United States Department of Labor/Employment and Training Administration, which includes the WIOA program.

The WIOA Title I **Adult** program has a statutory priority for individuals **who are receiving public assistance, low income individuals and basic-skills deficient individuals. The GCWDB has identified ex-offenders as a priority of service.**

When programs are statutorily required to provide priority for a particular group of individuals, such as the WIOA priority described above, priority must be provided in the following order:

First, to veterans and eligible spouses included in the groups given statutory priority for WIOA Formula funds. Meaning, veterans and eligible spouses who are on public assistance would receive first priority for services provided with WIOA Adult formula funds.

Second, to persons who are not Veterans or eligible spouses, who are included in the groups given statutory priority for WIOA Adult formula funds; public assistance recipients, low-income individuals and individuals who are basic skills deficient.

Third, to veteran and eligible spouses who are not included in WIOA's priority groups, but are included in the locally-identified priority group (i.e. ex-offenders).

Fourth, to non-covered individuals who are not included in WIOA's priority groups, but are included in the locally-identified priority group (i.e. ex-offenders).

Fifth, to non-covered persons (not veterans or eligible spouses) who do not meet the statutory priority outside the groups given priority under WIOA; public assistance recipients, low-income individuals and individuals who are basic skills deficient and the local area priority group; ex-offenders.

Individuals may meet multiple categories; in these cases, the highest priority level that a person is eligible applies to them. For example, the local area identifies ex-offenders as a local priority group. If a person is an ex-offender and low income, that person would receive first or second priority, depending on their veteran status.³⁴

Veterans and eligible spouses usually self-identify at the point of entry into WIOA services. They are to be informed and given the opportunity to take full advantage of the full array of WIOA employment, training, and placement services available. They are entitled to priority of service for those who meet the eligibility requirements for WIOA services and programs.

Concerning identifying individuals on public assistance, WFNJ participants are referred to the American Job Center for training/employment services; hence, can be identified. Individuals who are basic skill deficient can be identified if the referral is from the Adult Literacy (Title II) provider or after the individual takes the TABE test and scores are low, less than 7.0; therefore,

³⁴ NJ WIN 11-16 (A), 10/25/16

a person's priority of service change has changed to basic skills deficient. The local decision to include ex-offenders can be validated either by self-disclosure or a direct referral from the Gloucester County Probation or area correctional facilities. The ex-offender can use the NJDOC Temporary ID card as proof of identity and incarceration.

Documentation of all the priority of service categories will be included in the participant's file and mentioned AOSOS. (For a more detailed account of "Priority of Service," determination and accountability, see Appendix 9 - Priority of Service Policy).

All populations are eligible for basic career services (formally core and intensive services under the Workforce Investment Act) are not subject to the priority of service requirement. However, individualized career services and training services (Title I Adult) are subject to the requirement. The priority of service status is established at the time of eligibility determination and does not change during the period of the participant. Priority does not apply to the dislocated worker population.

- b. *Veterans Services: Each local area must develop and describe its policy for providing Veterans services and maintaining the Priority of Service as required by USDOL. (See Appendix 9)*

Roles and Responsibilities of Jobs for Veterans State Grant Funded Staff: USDOL-VETS provides LWD with an annual grant to cover the Disabled Veteran Outreach Program (DVOP) staff and Local Veterans Employment Representatives (LVERs) in New Jersey local workforce areas. DVOPs focus their effort on providing intensive services to eligible veterans with defined significant barriers to employment. LVERs outreach to businesses on behalf of all veterans. USDOL wants DVOPs to focus exclusively on the hardest to place a subset of the veteran population. USDOL advocates for the delivery of time-intensive, one-on-one services using a case management approach. In order to ensure that DVOPs only see eligible veterans with barriers to employment, each local area must have a veterans' customer flow plan that assumes all staff in the One-Stop are "veterans' staff." Customer pre-assessments should be conducted during triage or registration and veterans who are either ineligible because of their term or type of military service or because they don't have a significant barrier should receive "Priority of Service" (go to the front of the line for services and training), but should not be automatically sent to the DVOP. USDOL estimates that 70%-80% of veterans coming into the One-Stop should be served by Wagner-Peyser and other non-JVSG staff. **Local areas should describe their processes for ensuring that staff delivers these veterans services as required.**

Veteran Services: DVOPs & VBRs (formally LVERs)

The local AJC is fortunate to have a Disabled Veterans Outreach Program (DVOP) and a Local Veterans Business Representative, which were previously LVERs. Though each position serves veterans that is where the similarity stops. DVOPs are specialists that assist veterans with

significant barriers to employment to successfully navigate the job market and receive the support they need to return to the workforce. While VBRs promote hiring veterans to the business community.

The DVOP's primary responsibility is to assist veterans with major barriers to employment, such as homelessness, and those who are disabled. Because not all veterans are eligible to be served by the DVOP, the Interviewers, during triage at the AJCGC, identify the veteran and ascertain if the veteran is disabled or have significant barriers to employment. The significant barriers to employment are defined as:

- 1. Special disabled/disabled,*
- 2. Homelessness,*
- 3. Recently separated with at least 27 weeks of unemployment in the last 52 weeks,*
- 4. Offender, as defined by WIOA section 3 (38) 1, who is currently incarcerated or who have been released,*
- 5. Lack of a high school diploma or equivalent,*
- 6. Low income as defined by WIOA*
- 7. Veterans aged 18 to 24.*

DVOPs must ensure that they only service eligible veterans or spouses of veterans with a significant barrier to employment. Should a veteran not be eligible for DVOP services, the veteran is still prioritized for basic career services delivered at the AJC. The priority of service does change when the veteran customer is recommended for Title I Adult services. (See Appendix 9 for more detail).

The Veterans Business Representative (VBR) are assigned duties that promote the advantages of hiring veterans to employers, employer associations, and business groups. Employer outreach in Gloucester County is primarily accomplished by the "business services team;" therefore, the VBR is included as an active member of the team. The VBR advocates for all veterans served by the AJC with business, industry and other community-based organizations.

Veteran Job Clubs are held bi-weekly in order to support the veteran job seeker that includes an open dialogue with local veterans' organizations and other community-based organizations.

SIGNATURE PAGE

Robert M. Damminger, Freeholder Director

Date

Les Vail, WDB Chair

Date

RESOLUTION AUTHORIZING AGREEMENTS WITH SEVEN NONPROFIT AGENCIES FOR PUBLIC SERVICE PROJECTS, FROM SEPTEMBER 1, 2019 TO AUGUST 31, 2020

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

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

WHEREAS, the County requested proposals via RFP#19-043 from interested providers and evaluated those proposals consistent with the County’s fair and open procurement process and the following subrecipients have proposed activities to be carried out pursuant to an approved public service activity with the use of CDBG funds:

- **Food Bank of South Jersey, Inc.** for the provision of nutritional programs for children in an amount not to exceed \$50,000.00;
- **Center for Family Services, Inc.**, for the provision of the “Get Fit!” Program that will offer health assessment services to homeless and at-risk youth, in an amount not to exceed \$15,000.00;
- **Robins’ Nest, Inc.**, for the provision of children’s mental health services, in an amount not to exceed \$25,000.00;
- **Boys & Girls Clubs of Gloucester County, Inc.**, for the operation of various programs for low income teens at two (2) locations in Paulsboro and Glassboro, in an amount not to exceed \$25,000.00;
- **Tri-County Community Action Agency, Inc. T/A Gateway Community Action Partnership** for the continuance of an 8-week extended Head Start Program at the Williamstown, Glassboro, Paulsboro, and Swedesboro Head Start Centers, in an amount not to exceed \$25,000.00;
- **Joseph’s House of Camden, LLC** for the provision of emergency shelter, supportive housing, social services, and mental health services to the homeless, in an amount not to exceed \$25,000.00;
- **Volunteers of America – Eleanor Corbett House Supplemental Housing Program** for the provision of emergency short term shelter and case management, and rental assistance to single women and families experiencing homelessness, in an amount not to exceed \$35,000.00.

WHEREAS, pursuant to the proposals submitted by the subrecipients, these agreements shall be for estimated units of service, on an as-needed basis, from September 1, 2019 to August 31, 2020; and

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of agreements with the various subrecipients set forth above to administer CDBG funds from September 1, 2019 to August 31, 2020 in the amounts specified; and

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

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 28, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

HUD GRANT NO: B-19-UC-34-0109
AMOUNT: >\$25,000.00
GC AGREEMENT NO: CD-19-PS#1

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

THIS AGREEMENT, made and entered into on the **28th** day of **August, 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 **Boys & Girls Clubs of Gloucester County, Inc.**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2019** 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 FY2019 CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Recipient for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2019 to August 31, 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, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

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

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

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

6. Record Keeping/Reporting

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such

other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

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

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

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

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

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

18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Term of Agreement – The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 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 amended. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.
 23. Performance - The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.
 24. Contract Parts - This Agreement consists of this Agreement, Exhibit 1(Grantee Certification), Exhibit 2 (Scope of Services), Exhibit 3 (Subrecipient Monitoring Policy), and any specifications issued by the County in connection with the work to be performed which are incorporated in its entirety and made a part of this contract by reference. 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 Agreement, then this Agreement will control.

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

Boys & Girls Clubs of Gloucester County, Inc.

County Of Gloucester

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

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

Date: _____

Date: _____

Boys & Girls Clubs of Gloucester County, Inc.
Approved by Resolution dated:

County of Gloucester
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)

Boys & Girls Clubs of Gloucester County, Inc.
 916 Penn Line Road 123 High Street
 Paulsboro, NJ 08066 Glassboro, New Jersey 08028

GLoucester County, New Jersey

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

Signature – President

Typed Name – President

 Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

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

Activity Name: **Boys & Girls Club –Various Youth Programs – 2 locations**

Activity Number: **CD-19-PS#1**

ACTIVITY DESCRIPTION

The total FY 2019 CDBG budget for this activity shall not exceed **\$25,000.00**. The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 2020**.

The Boys & Girls Clubs of Gloucester County, Inc. is requesting funding to provide low income teens with access to a safe enriching environment at the two (2) locations of the GC Boys & Girls Clubs at the Paulsboro and Glassboro sites for after school activities until 8pm. The various programs involve participants in every aspect of mentoring and multimedia while learning and experiencing the power and influence of media communications working on actual programs for youth, community groups and businesses. The Boys & Girls Clubs of Gloucester County, Inc. has been the forefront of youth development, working with young people from disadvantaged economic, social and family circumstances. The program anticipates to serve 50-75 youth.

EXHIBIT 3

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

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

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

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

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

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

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

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

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

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

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

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



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

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

II. EVALUATOR REVIEWED

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

III. PROGRAM ELIGIBILITY

National Objective met by program:

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

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

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

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

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

List program contracted goals:

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

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

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

_____ Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

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

Does the subrecipient submit timely quarterly reports? YES NO

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

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

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

Client Files

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

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

NO

YES

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

VIII. MARKETING

Describe method of outreach/advertising the program. _____

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

- YES NO

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

IX. ORGANIZATION INFORMATION

Personnel files include:

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

YES NO

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

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

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

How many volunteers are working on the program? _____

Are volunteers trained as necessary? YES NO

How are volunteer hours tracked? _____

X. OTHER INFORMATION

In what areas are technical assistance/training needed? _____



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

I. PROGRAM INFORMATION

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

II. FINANCES

Total amount budgeted for this program year: _____

Total amount expended through quarter ending _____: _____

Total amount of CDBG disbursements through quarter ending _____: _____

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

Funding Sources:

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

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

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|---------------------------------|
| 1. Are budgets compared to actual expenses/revenues during the year? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 2. Are significant variances from the budget researched and explained? | <input type="checkbox"/> | <input type="checkbox"/> | | |
| 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? | | | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 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? | | | | |

HUD GRANT NO: B-19-UC-34-0109
AMOUNT: >\$15,000.00
GC AGREEMENT NO: CD-19-PS#2

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

THIS AGREEMENT, made and entered into on the **28th day of August, 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 **Center for Family Services, Inc.**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the **"Subrecipient,"** located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2019** 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 FY2019 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 the Subrecipient Monitoring Policy requirements included as Exhibit 3; with any amendment to this Agreement, included as Exhibit 4, if applicable, with the lease agreement requirements included as Exhibit 5, if applicable; and, with the property use requirements included as Exhibit 6, if applicable.

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2019 to August 31, 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, 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. Term of Agreement – The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 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. 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.
- 24. Contract Parts - This Agreement consists of this Agreement, Exhibit 1 (Grantee Certificate), Exhibit 2 (Scope of Services), Exhibit 3 (Subrecipient Monitoring Policy), and any specifications issued by the County in connection with the work to be performed which are incorporated in its entirety and made a part of this contract by reference. 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 Agreement, then this Agreement will control.

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

Center for Family Services, Inc.

County of Gloucester

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

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

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing 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 and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

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

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

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

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

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

GLOUCESTER COUNTY, NEW JERSEY

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

Signature – President

Typed Name – President

Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

Agency: **Center for Family Services, Inc.**
Activity Name: **Together Youth Shelter – Get Fit Program**
Activity Number: **CD-19-PS#2**

ACTIVITY DESCRIPTION

The total **FY 2019 CDBG** budget for this activity shall not exceed **\$15,000.00**. The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 2020**.

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

EXHIBIT 3

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

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

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

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

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

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

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

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

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

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

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

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



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

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

II. EVALUATOR REVIEWED

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

III. PROGRAM ELIGIBILITY

National Objective met by program:

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

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

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

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

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

List program contracted goals:

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

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

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

____ Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

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

Does the subrecipient submit timely quarterly reports? YES NO

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

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

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

Client Files

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

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

NO

YES

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

VIII. MARKETING

Describe method of outreach/advertising the program. _____

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

- YES NO

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

IX. ORGANIZATION INFORMATION

Personnel files include:

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

YES NO

- Does the organization have personnel policies, drug policy and affirmative action policy? 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? | | | | |

HUD GRANT NO: B-18-UC-34-0109
AMOUNT: >\$50,000.00
GC AGREEMENT NO: CD-19-PS#3

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

THIS AGREEMENT, made and entered into on the 28th day of August, 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 **Food Bank of South Jersey, Inc.**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2019** 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 **FY 2019** 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 the Subrecipient Monitoring Policy requirements included as Exhibit 3; with any amendments to this Agreement, included as Exhibit 4, if applicable; with the lease agreement requirements included as Exhibit 5, if applicable; and, with the property use requirements included as Exhibit 6, if applicable.

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from **September 1, 2019 to August 31, 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, 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. Term of Agreement – The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 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

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

23. Performance - The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.
24. Contract Parts - This Agreement consists of this Agreement, Exhibit 1 (Grantee Certification), Exhibit 2 (Scope of Services), Exhibit 3 (Subrecipient Monitoring Policy), and any specifications issued by the County in connection with the work to be performed which are incorporated in its entirety and made a part of this contract by reference. 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 Agreement, then this Agreement will control.

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

Food Bank of South Jersey, Inc.

County of Gloucester

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

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

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

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

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)

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

Locations (not all inclusive):

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

GLOUCESTER COUNTY, NEW JERSEY

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

Signature – President

Typed Name – President

Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph 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: **Food Bank of South Jersey, Inc.**

Activity Name: **KidzPak, School Pantry, and Summer Feeding**

Activity Number: **CD-19-PS#3**

ACTIVITY DESCRIPTION

The total **FY 2019 CDBG** budget for this activity shall not exceed **\$50,000.00**. The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 2020**.

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

Locations:

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

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

EXHIBIT 3

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

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

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

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

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

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

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

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

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

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

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

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



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

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

II. EVALUATOR REVIEWED

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

III. PROGRAM ELIGIBILITY

National Objective met by program:

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

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

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

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

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

List program contracted goals:

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

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

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

_____ Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

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

Does the subrecipient submit timely quarterly reports? YES NO

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

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

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

Client Files

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

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

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

VIII. MARKETING

Describe method of outreach/advertising the program. _____

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

YES NO

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

IX. ORGANIZATION INFORMATION

Personnel files include:

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

YES NO

- Does the organization have personnel policies, drug policy and affirmative action policy? YES NO
- Does the organization have policies and procedures to address personnel complaints? YES NO
- Does the organization have policies and procedures to address client complaints? YES NO
- Are Equal Opportunity posters displayed? YES NO

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

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

How many volunteers are working on the program? _____

Are volunteers trained as necessary? YES NO

How are volunteer hours tracked? _____

X. OTHER INFORMATION

In what areas are technical assistance/training needed? _____



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

I. PROGRAM INFORMATION

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

II. FINANCES

Total amount budgeted for this program year: _____

Total amount expended through quarter ending _____: _____

Total amount of CDBG disbursements through quarter ending _____: _____

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

Funding Sources:

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

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

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

- | | | | | |
|---|--------------------------|--------------------------|--------------------------|---------------------------------|
| 1. Are budgets compared to actual expenses/revenues during the year? | <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? | | | | |

HUD GRANT NO: B-19-UC-34-0109
AMOUNT: >\$25,000.00
GC AGREEMENT NO: CD-19-PS#6

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

THIS AGREEMENT, made and entered into on the 28th day of August, 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 Robin’s Nest, Inc., a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a FFY 2019 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 FY 2019 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 the Subrecipient Monitoring Policy requirements included as Exhibit 3; with any amendment to this Agreement, included as Exhibit 4, if applicable; with the lease agreement requirements included as Exhibit 5, if applicable, and, with the property use requirements included as Exhibit 6, if applicable.

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2019 to August 31, 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, 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. Term of Agreement – The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 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 amended. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. Performance - The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.
24. Contract Parts - This Agreement consists of this Agreement, Exhibit 1 (Grantee Certification), Exhibit 2 (Scope of Services), Exhibit 3 (Subrecipient Monitoring Policy), and any specifications issued by the County in connection with the work to be performed which are incorporated in its entirety and made a part of this contract by reference. 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 Agreement, then this Agreement will control.

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

Robin's Nest, Inc.

County of Gloucester

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

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

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing 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)

Robin's Nest, Inc. – Counseling and Wellness Center – Psychiatric Services
 42 S. Delsea Drive
 Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

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

Signature – President

Typed Name – President

Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

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

Activity Name: **Counseling and Wellness Center – Psychiatric services**

Activity Number: **CD-19-PS#6**

ACTIVITY DESCRIPTION

The total **FY 2019 CDBG** budget for this activity shall not exceed **\$25,000.00**. The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 2020**.

Robin's Nest, Inc. will be funded for the implementation of its Psychiatric Services Program to provide Psychiatric intakes and ongoing medication monitoring sessions for abused children counseling services to up to 50 children from between the ages of 2 -17 years residing in low-moderate income households. All activities will be performed through the Counseling and Wellness Center of Acenda.

EXHIBIT 3

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

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

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

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

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

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

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

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

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

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

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

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



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

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

II. EVALUATOR REVIEWED

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

III. PROGRAM ELIGIBILITY

National Objective met by program:

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

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

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

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

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

List program contracted goals:

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

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

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

_____ Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

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

Does the subrecipient submit timely quarterly reports? YES NO

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

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

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

Client Files

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

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

NO

YES

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

VIII. MARKETING

Describe method of outreach/advertising the program. _____

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

YES NO

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

IX. ORGANIZATION INFORMATION

Personnel files include:

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

YES NO

- Does the organization have personnel policies, drug policy and affirmative action policy? 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? | <hr/> | | | |
| 6. Who compares the deposits to the log of receipts? | <hr/> | | | |
| 7. Who posts the receipts into the accounting system? | <hr/> | | | |
| 8. Who approves invoices for payment? | <hr/> | | | |
| 9. Who codes the invoice/check request for program and funding source? | <hr/> | | | |
| 10. Who prepares the checks? | <hr/> | | | |
| 11. Who signs the checks? 12. Who mails the checks? | <hr/> | | | |
| 13. Who posts the disbursements into the accounting system? | <hr/> | | | |
| 14. Who is primarily responsible for program accounting? | <hr/> | | | |
| 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? | | | | |

HUD GRANT NO: B-19-UC-34-0109
AMOUNT: >\$25,000.00
GC AGREEMENT NO: CD-19-PS#5

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
JOSEPH'S HOUSE OF CAMDEN LLC**

THIS AGREEMENT, made and entered into on the **28th** day of **August, 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 **Joseph's House Of Camden, LLC**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **FFY 2019** 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 FY2019 CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Recipient for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2019 to August 31, 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, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

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

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

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

6. Record Keeping/Reporting

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such

other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

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

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

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

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

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

18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Term of Agreement – The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 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 amended. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.
23. **Performance** - The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.
24. **Contract Parts** - This Agreement consists of this Agreement, Exhibit 1(Grantee Certification), Exhibit 2 (Scope of Services), Exhibit 3 (Subrecipient Monitoring Policy), and any specifications issued by the County in connection with the work to be performed which are incorporated in its entirety and made a part of this contract by reference. 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 Agreement, then this Agreement will control.

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

Joseph's House of Camden, LLC

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: _____

Joseph's House of Camden, LLC
Approved by Resolution dated:

County of Gloucester
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 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)

Joseph's House of Camden, LLC
 555 Atlantic Avenue
 Camden, NJ 08104

GLOUCESTER COUNTY, NEW JERSEY

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

Signature – President

Typed Name – President

 Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

Agency: **Joseph's House of Camden, LLC**
Activity Name: **Supportive Housing Program for Homeless Persons**
Activity Number: **CD-19-PS#5**

ACTIVITY DESCRIPTION

The total **FY 2019 CDBG** budget for this activity shall not exceed **\$25,000.00**. The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 2020**.

Joseph's House of Camden, LLC is requesting funding to provide overnight and daytime shelter services including emergency short-term shelter and case management for persons experiencing homelessness. The program anticipates to serve approximately 100 individuals for approximately 1,800 nights of service for Gloucester County Homeless persons.

EXHIBIT 3

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

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

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

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

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

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

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

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

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

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

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

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



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

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

II. EVALUATOR REVIEWED

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

III. PROGRAM ELIGIBILITY

National Objective met by program:

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

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

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

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

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

List program contracted goals:

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

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

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

____ Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

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

Does the subrecipient submit timely quarterly reports? YES NO

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

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

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

Client Files

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

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

NO

YES

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

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? | | | | |

HUD GRANT NO: B-19-UC-34-0109
AMOUNT: >\$25,000.00
GC AGREEMENT NO: CD-19-PS#4

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

THIS AGREEMENT, made and entered into on the 28th day of August, 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 Tri-County Community Action Agency, Inc. T/A Gateway Community Action Partnership, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a FFY 2019 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 FY 2019 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 the Subrecipient Monitoring Policy requirements included as Exhibit 3; with any amendment to this Agreement, included as Exhibit 4, if applicable; with the lease agreement requirements included as Exhibit 5, if applicable; and, with the property use requirements included as Exhibit 6, if applicable.

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

1. Use of Funds – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2019 to August 31, 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, 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. Term of Agreement – The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 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 amended. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. Performance - The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.
24. Contract Parts - This Agreement consists of this Agreement, Exhibit 1 (Grantee Certification), Exhibit 2 (Scope of Services), Exhibit 3 (Subrecipient Monitoring Policy), and any specifications issued by the County in connection with the work to be performed which are incorporated in its entirety and made a part of this contract by reference. 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 Agreement, then this Agreement will control.

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

**Tri-County Community Action Agency, Inc.
T/A Gateway Community Action Partnership**

County of Gloucester

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

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

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

**COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS**

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

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with:
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such 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 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)

**Tri-County Community Action Agency, Inc.
T/A Gateway Community Action Partnership
Extended Headstart Learning Program**

4 locations:

- Glassboro Headstart, 35 Sewell Street, Glassboro, NJ 08028
- Williamstown Headstart, 245 Glassboro Road, Williamstown, NJ 08094
- Paulsboro Headstart, 901 N. Delaware Street, Paulsboro, NJ 08066
- Swedesboro Headstart, 1225 Kings Highway, Swedesboro, NJ 08085

GLOUCESTER COUNTY, NEW JERSEY

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

Signature – President

Typed Name – President

Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

Agency: **Tri-County Community Action Agency, Inc. T/A Gateway Community Action Partnership**

Activity Name: **Extended Headstart Learning Program**

Activity Number: **CD-19-PS#4**

ACTIVITY DESCRIPTION

The total **FY 2019 CDBG** budget for this activity shall not exceed **\$25,000.00**. The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 2020**.

Tri-County Community Action Agency, Inc. d/b/a Gateway Community Action Partnership is a non-profit and Community based organization that assists low and moderate income residents identify and overcome barriers to self-sufficiency. The Gateway Extended Headstart Early Learning Program will serve 34 youth between 3 and 5 years old as part of an extended 8 week summer session that will begin the first Monday in June 2020 and run through the end of July 2020.

- Glassboro Headstart, 35 Sewell Street, Glassboro, NJ 08028
- Williamstown Headstart, 245 Glassboro Road, Williamstown, NJ 08094
- Paulsboro Headstart, 901 N. Delaware Street, Paulsboro, NJ 08066
- Swedesboro Headstart, 1225 Kings Highway, Swedesboro, NJ 08085

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

EXHIBIT 3

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

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

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

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

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

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

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

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

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

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

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

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



GLoucester County COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

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

II. EVALUATOR REVIEWED

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

III. PROGRAM ELIGIBILITY

National Objective met by program:

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

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

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

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

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

List program contracted goals:

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

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

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

____ Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

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

Does the subrecipient submit timely quarterly reports? YES NO

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

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

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

Client Files

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

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

NO

YES

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

VIII. MARKETING

Describe method of outreach/advertising the program. _____

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

YES NO

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

IX. ORGANIZATION INFORMATION

- Personnel files include:
- Job title & description
 - Qualifications
 - Background check, if necessary

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

HUD GRANT NO: B-19-UC-34-0109
AMOUNT: >\$35,000.00
GC AGREEMENT NO: CD-19-PS#7

**AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
VOLUNTEERS OF AMERICA DELAWARE VALLEY**

THIS AGREEMENT, made and entered into on the **28th** day of **August, 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 **Volunteers of America Delaware Valley**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a FFY 2019 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 FY2019 CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the Recipient for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. **Use of Funds** -- The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2019 to August 31, 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, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.
B. Other Program Requirements – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).
4. Procurement – The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). Procurement shall be carried out in accordance with the “Common Rule” provisions for governmental entities (24 CFR Part 85) or with the “Common Rule” provisions for non-profit organizations (24 CFR Part 84), the procurement requirements of the Subrecipient, and all provisions of the CDBG Regulations [24 CFR Part 570].

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

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

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

6. Record Keeping/Reporting

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

10. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
11. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such

other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

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

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

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

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

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

18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Term of Agreement – The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 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 amended. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.
 23. Performance - The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.
 24. Contract Parts - This Agreement consists of this Agreement, Exhibit 1(Grantee Certification), Exhibit 2 (Scope of Services), Exhibit 3 (Subrecipient Monitoring Policy), and any specifications issued by the County in connection with the work to be performed which are incorporated in its entirety and made a part of this contract by reference. 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 Agreement, then this Agreement will control.

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

Volunteers of America Delaware Valley

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: _____

Volunteers of America Delaware Valley
Approved by Resolution dated:

County of Gloucester
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 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)

Volunteers of America Delaware Valley

Eleanor Corbett House
 355 Union Street
 Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

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

Signature – President

Typed Name – President

 Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph 0

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

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

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

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

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

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

Agency: **Volunteers of America Delaware Valley**

Activity Name: **Eleanor Corbett House Supplemental Housing Program (SHP)**

Activity Number: **CD-19-PS#7**

ACTIVITY DESCRIPTION

The total FY 2019 CDBG budget for this activity shall not exceed **\$35,000.00**. The Agreement shall be effective on **September 1, 2019** and terminate on **August 31, 2020**.

The **Volunteers of America Delaware Valley Eleanor Corbett House** is requesting funding to provide emergency short term shelter and case management, and rental assistance to single women and families experiencing homelessness. The program anticipates to serve approximately 15 households and supply up to 45 days of short term shelter. Funding will also assist up to \$300 for payment of rental applications to be paid directly to landlords.

EXHIBIT 3

GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY

GLOUCESTER COUNTY



COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY

INTRODUCTION

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

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

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

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

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

SUBRECIPIENT MONITORING

Monitoring will be conducted as follows:

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

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

SUBRECIPIENT MONITORING SCHEDULE
Anniversary of CDBG Program Year

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

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



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

I. PROGRAM INFORMATION

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

II. EVALUATOR REVIEWED

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

III. PROGRAM ELIGIBILITY

National Objective met by program:

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

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

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

Consolidated Plan Priority: _____

Describe service provided by program: _____

IV. PROGRAM PERFORMANCE

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

List program contracted goals:

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

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

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

____ Is it a verifiable outcome? YES NO

V. PROGRAM REPORTING

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

Does the subrecipient submit timely quarterly reports? YES NO

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

Problems/issues indicated on quarterly reports: _____

VI. PROGRAM RECORDKEEPING

Program Files

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

Client Files

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

Other information collected: _____

VII. COMPUTER SYSTEMS/STORAGE

NO

YES

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

VIII. MARKETING

Describe method of outreach/advertising the program. _____

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

YES NO

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

IX. ORGANIZATION INFORMATION

Personnel files include:

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

YES NO

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

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

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

How many volunteers are working on the program? _____

Are volunteers trained as necessary? YES NO

How are volunteer hours tracked? _____

X. OTHER INFORMATION

In what areas are technical assistance/training needed? _____



GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

I. PROGRAM INFORMATION

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

II. FINANCES

Total amount budgeted for this program year: _____

Total amount expended through quarter ending _____: _____

Total amount of CDBG disbursements through quarter ending _____: _____

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

Funding Sources:

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

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

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

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

RESOLUTION ENDORSING THE YOUTH SERVICES COMMISSION 2020 COMPREHENSIVE PLAN UPDATE AND AUTHORIZING APPLICATION TO THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FOR STATE/COMMUNITY PARTNERSHIP, AND FAMILY COURT FUNDS TOTALING \$557,805.00, FROM JANUARY 1, 2020 TO DECEMBER 31, 2020

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester endorses the Youth Services Commission 2020 Comprehensive Plan update and authorizes application to the State of New Jersey Juvenile Justice Commission for 2020 State/Community Partnership and Family Court Services grant funds; and

WHEREAS, the requested State/Community Partnership and Family Court Services grant funds shall be for a total amount of \$557,805.00, from January 1, 2020 to December 31, 2020, pursuant to the following breakdown of Gloucester County's funding allocation:

Family Court Services	
Program Services	\$141,848.00
Family Crisis Intervention Unit	\$136,675.00
State/Community Partnership	
Program Services Funds	\$223,732.00
Program Management Funds	\$ 55,550.00
Total Combined Funding	\$557,805.00; and

WHEREAS, the Family Court Services funding will provide delinquency prevention, diversion, detention and disposition services for family court-involved and at-risk youth as well as the administration of these programs; and

WHEREAS, the Family Crisis Intervention Unit funding will provide services to Gloucester, Salem and Cumberland Counties with the Gloucester County funding will be transferred to the Department of Children and Families (DCF) by the New Jersey Juvenile Justice Commission (JJC), who will combine it with the funding for the Mobile Response and Stabilization Services (MRSS) and contract with Robin's Nest for vicinage-wide services; and

WHEREAS, the County's Department of Health and Human Services has submitted the grant applications to the County Treasurer for review and the Board of Chosen Freeholders understands and agrees that any grant received as a result of the applications will be subject to the conditions, policies, regulations and rules issued by the granting authority and that the Department of Health and Human Services, Division of Human and Disability Services is responsible for grant implementation.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to sign any and all documents endorsing the Youth Services Commission 2020 Comprehensive Plan update to the State of New Jersey Juvenile Justice Commission for the 2020 State/Community Partnership and Family Court Services grant funds for a combined total amount \$557,805.00, from January 1, 2020 to December 31, 2020.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and the State of New Jersey held on Wednesday, August 28, 2019 in Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

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

ROBERT M. DAMMINGER, DIRECTOR

FORM C-2
2020 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS

2020 Budget
Youth Services Commission

STATE / COMMUNITY PARTNERSHIP GRANT BUDGET

JANUARY 1, 2020 - DECEMBER 31, 2020

CATEGORY	ITEM	Description	AMOUNT
10101	SALARY	Provides a portion of Donna Pinto's Salary	\$ 53,000.00
20204	OTHER EQUIPMENT		\$ 500.00
20205	ADVERTISING		\$ 100.00
20930	EDUCATION-TRAINING		\$ 500.00
20499	OTHER SUPPLIES		\$ 250.00
20921	MEETINGS	Provides for meetings memberships & dues	\$ 200.00
20970	TRAVEL	Provides for mileage and other expenses to attend Meetings, monitor field visits, etc. as necessary	\$ 1,000.00
20299	OUTSIDE SERVICES		\$223,732.00
TOTAL PROGRAM SERVICES FUNDS			\$279,282.00

Form C-2
Department Code 333-001
Submission Date: 8/28/19
Revision Date: _____

Department: Department of Health & Human Services
Division of Human & Disability Services, Youth Services Commission

Department: Health & Human Services, Division of Human & Disability Services, Youth Services Commission
Grant Title: New Jersey Juvenile Justice Commission Comprehensive 2020 Youth Services Plan update

2020 Comprehensive Community/Partnership

Salary and Wages Detail

List all Employees within the program

insert more lines if necessary

Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary

2019 Fringe is 55.34% for PERS

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Rudolph Aikens	YSC Administrator	\$ 68,846	55.34%	\$ 39,771.35	\$ 108,617.27	\$ 105,357.35
Donna Pinto	Sr. Community Servi	\$ 58,076	55.34%	\$ 34,549.03	\$ 39,624.75	\$ 92,624.75
		\$ 126,922		\$ 74,320	\$ 53,000	\$ 148,242

(c)

(a)

Other Expenses	Grant Funds	County Funds	Total OE
204	\$ 500.00		\$ 500.00
			Equipment
205	\$ 100.00	\$ -	\$ 100.00
			Advertising RFPs and open public announcement
930	\$ 500.00		\$ 500.00
			Education and Training
499	\$ 250.00		\$ 250.00
			Other Supplies
921	\$ 200.00	\$ -	\$ 200.00
			Meetings, Memberships and dues
970	\$ 1,000.00		\$ 1,000.00
			Travel
299	\$ 223,732.00		\$ 223,732.00
			Outside Agencies
	\$ 226,282.00	\$ -	\$ 226,282.00

(b)

Total Program Cost	Grant	County	Total
\$	\$ 279,282.00	\$ 148,242	\$ 427,524

(e)

(f)

(d)

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ 53,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
OE	\$ 226,282.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	\$ 279,282.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00

**FORM C-2
2020 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

**2020 Budget
Youth Services Commission**

FORM C-2

FAMILY COURT GRANT BUDGET

JANUARY 1, 2020 - DECEMBER 31, 2020

BUDGET CATEGORY	ITEM DESCRIPTION	AMOUNT
20299	OUTSIDE SERVICES	\$278,523.00
TOTAL GRANT FUNDS		\$278,523.00

**Form C-2
Department Code 333-001
Submission Date: 8/28/19
Revision Date: _____**

**Department: Department of Health & Human Services
Division of Human & Disability Services
Youth Services Commission**

Department: Health & Human Services, Division of Human & Disability Services, Youth Services Commission
Grant Title: New Jersey Juvenile Justice Commission 2020 Comprehensive County Youth Services Plan Update

2020 Family Court

Salary and Wages Detail

Fringe

List all Employees within the program
 insert more lines if necessary
 Highlighted cells are formulas and should not be changed

Update the fringe rate if necessary
 2019 Fringe is 55.34% for PERS

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Rudolph Aikens	YSC Administrator	\$ -	55.34%	\$ -	\$ -	\$ -
Donna Pinto	Sr. Community Servi	\$ -	55.34%	\$ -	\$ -	\$ -
		\$ -		\$ -	\$ -	\$ -

(a)

(c)

Other Expenses	Grant Funds	County Funds	Total OE
Account Line Item #	\$278,523		\$ 278,523.00
Account Line Item #	\$ -	\$ -	Outside Services
Account Line Item #	\$ -	\$ -	
Account Line Item #	\$ -	\$ -	
	\$ 278,523.00	\$ -	\$ 278,523.00

(b)

Total Program Cost	Grant	County	Total
\$ 278,523.00	\$ -	\$ -	\$ 278,523.00
(e)	(f)	(d)	

Grant Funding History

	New	15-XXX	14-XXX	13-XXX	12-XXX
S&W, Fringe	\$ -	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00	\$ 90,000.00
OE	\$ 278,523.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
	\$ 278,523.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00



Philip D. Murphy
Governor

Sheila Y. Oliver
Lt. Governor

State of New Jersey
Office of the Attorney General
DEPARTMENT OF LAW AND PUBLIC SAFETY
Juvenile Justice Commission
P.O. Box 107
Trenton, New Jersey 08625-0107

Gurbir S. Grewal
Attorney General

Kevin M. Brown
Executive Director

July 8, 2019

Rudolph Aikens
Gloucester County Youth Services Commission
Department of Human Services
115 Budd Blvd.
Woodbury, NJ 08096

Re: CY 2020 Comprehensive County Funding Allocation

Dear Mr. Aikens:

I am pleased to provide you with Gloucester County's allocation for the State/Community Partnership and the Family Court Services grant programs for the period January 1, 2020 to December 31, 2020.

These figures are provided to assist in the Completion of the 2020 Comprehensive County Youth Services Commission Plan Update and Application, which was previously sent to you. The Juvenile Justice Commission (JJC) must receive the 2020 Comprehensive County Youth Services Commission Plan Update and Application by 3:00 p.m. on August 30, 2019.

A breakdown of Gloucester County's Comprehensive Funding Allocation for the one year period January 1, 2020 to December 31, 2020 follows:

State/Community Partnership	
Program Services Funds	\$223,732.00
Program Management Funds	\$55,550.00
Award Total	\$279,282.00
Family Court Services	
Program Services	\$141,848.00
Family Crisis Intervention Unit	\$136,675.00
Award Total	\$278,523.00
Comprehensive Funding Grand Total	\$557,805.00



REALIZING POTENTIAL & CHANGING FUTURES
New Jersey Is An Equal Opportunity Employer
Printed on Recycled Paper and Recyclable



Rudolph Aikens
July 8, 2019
Page 2 of 2

Thank you for your cooperation with the implementation of the State/Community Partnership and Family Court Services grant programs. If you have any questions about this process, please call Safiya L. Baker at (609) 341-3632. I look forward to continuing to work with you and the Gloucester County Youth Services Commission.

Sincerely,



Kevin M. Brown
Executive Director

KMB: mmr

c: Tracy M. Giordano, Treasurer, Gloucester County
Jennifer LeBaron, Ph.D., Deputy Executive Director of Policy, Research and Planning, JJC
Doris S. Darling, Director, Office of Local Programs & Services, JJC
Paul Sumners, Chief of Budget & Finance, JJC
Safiya L. Baker, Manager, YSC Grants Management Unit, JJC
Connie Price, Supervisor, Court Liaison Unit, JJC
Jessica Froba, Court Liaison, JJC

F-2

RESOLUTION AUTHORIZING THE COUNTY TO USE COMPETITIVE CONTRACTING TO ADVERTISE REQUEST FOR PROPOSALS TO SERVE AS THE GLOUCESTER COUNTY INTOXICATED DRIVER RESOURCE CENTER FOR 12 HOUR AND 48 HOUR PROGRAMS

WHEREAS, the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq., addresses the use of competitive contracting in lieu of public bidding and the Gloucester County Board of Chosen Freeholders authorizes its use in advertising for services contracted as the Gloucester County Intoxicated Driver Resource Center (GCIDRC) 12 Hour and 48 Hour Programs; and

WHEREAS, N.J.S.A. 40A:11-4.3 provides that in order to initiate competitive contracting, the County shall adopt an authorizing resolution for the use of competitive contracting for the particular procurement the Board of Chosen Freeholders believes that this is in the best interest of the County and those residents ordered to attend the programs.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the use of competitive contracting is hereby authorized to contract for GCIDRC 12 Hour and 48 Hour Program Education and Screening Services; and

BE IT FURTHER RESOLVED, that the Gloucester County Qualified Purchasing Agent and all other appropriate County personnel are authorized to employ and implement the competitive contracting procurement authorized in this Resolution consistent with all of the terms and provisions of the applicable law.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, August 28, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

RESOLUTION AUTHORIZING A CONTRACT WITH TYLER TECHNOLOGIES, INC., FOR \$19,162.50

WHEREAS, the County has a need to contract for annual licenses, support, and maintenance of the Environmental Data Management System for the Gloucester County Department of Health and Human Services; and

WHEREAS, the Gloucester County Department of Health and Human Services has recommended that said services be provided by Tyler Technologies, Inc., for \$19,162.50, from July 1, 2019 to June 30, 2020; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$19,162.50, pursuant to C.A.F. # 19-06888, which shall be charged against budget line item T-03-08-505-330-21370; 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 as 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, the contract with Tyler Technologies, Inc. for annual licenses, support, and maintenance of the Environmental Data Management System for the Gloucester County Department of Health and Human Services, for \$19,162.50.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 28, 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
TYLER TECHNOLOGIES, INC.**

THIS CONTRACT is made effective the **28th** day of **August, 2019**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with principal offices at 2. S. Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as “County”, and **TYLER TECHNOLOGIES, INC.**, of 2160 Satellite Boulevard, Duluth, Georgia 30097, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, there exists a need for the County for annual licenses, support, and maintenance of the Environmental Data Management System for the Gloucester County Department of Health and Human Services; 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 as 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 the Vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the Vendor represents that it is qualified to perform said services 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.** The contract shall be for a period of one year, from July 1, 2019 to June 30, 2020.
2. **COMPENSATION.** Vendor shall be compensated for \$19,162.50, as per Vendor’s Invoice dated June 1, 2019.

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 all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the 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 complied with 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 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, sex, veteran status or military service. 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, 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 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, sex, veteran status or military service.

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 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.

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, 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. **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 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.

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

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

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

and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

19. **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 Vendor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

20. **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.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

22. **CONTRACT PARTS.** This Contract shall consist of this document, the specifications of the County and Vendor's Invoice, dated June 1, 2019. If there is a conflict between this Contract and the specification or the Vendor's Invoice, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the 28th day of August, 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 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:

TYLER TECHNOLOGIES, INC.

**Name:
Title:**

ATTACHMENT A



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-258538	06/01/2019	1 of 1

Questions:
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com



Bill To: Gloucester County Department of
 Health and Human Services
 204 East Holly Avenue
 Sewell, NJ 08080

Ship To: Gloucester County Department of
 Health and Human Services
 204 East Holly Avenue
 Sewell, NJ 08080

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
49479	108087		USD	NET30	07/01/2019

Date	Description	Units	Rate	Extended Price
Contract No.: Gloucester County Health				
	DHD - Environmental Health Data Management System Account - Annual Fee	1	19,162.50	19,162.50
Maintenance: Start: 01/Jul/2019, End: 30/Jun/2020				

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	19,162.50
Sales Tax	0.00
Invoice Total	19,162.50

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.	19-06888

Pg 1

SHIP TO	GLOUC. CO HEALTH DEPT. ADM 204 E. HOLLY AVE. SEWELL, NJ 08080 856-218-4100
----------------	---

ORDER DATE: 08/08/19
REQUISITION NO: R9-21595
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

VENDOR	VENDOR #: TYLER015 TYLER TECHNOLOGIES 2160 SATELLITE BLVD DULUTH, GA 30097
---------------	---

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	EQEF NON-CEHA Maintenance DHD - Environmental Data Management System Account - Annual Fee Maintenance: start: 07/01/2019 End: 06/30/2020 Invoice: 025-258538 Invoice Date: 06/01/2019 ***** SPECIAL NOTE: Please sign Voucher at the bottom left (x) and return to the Ship To address ATTN: Cindy, or email: cburns@co.gloucester.nj.us or fax: (856) 218-4109, so payment can be processed.	T-03-08-505-330-21370 EQEF Non-CEHA Maintenance	19,162.5000	19,162.50
			TOTAL	19,162.50

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 <i>Randall [Signature]</i>
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

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.

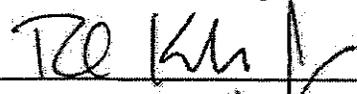
Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, 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: Tyler Technologies, Inc.

Signed: 

Title: Director of Contracts

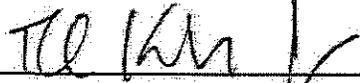
Print Name: Robert Kennedy-Jensen

Date: 8/12/19

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.

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: Tyler Technologies, Inc.

Signed: 

Title: Director of Contracts

Print Name: Robert Kennedy-Jensen

Date: 8/12/19

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.

6-7

RESOLUTION AUTHORIZING THE PURCHASE OF A JOHN DEERE 4066 M TRACTOR FROM CENTRAL JERSEY EQUIPMENT, LLC, FOR \$28,000.00

WHEREAS, after due notice and advertisement, the County received sealed bids a tractor, pursuant to bid specifications PD-19-047; and

WHEREAS, bids were publicly received and opened on August 8, 2019, after following proper bidding procedure, it was determined that Central Jersey Equipment, LLC, located at 670 Rt. 40, Elmer, New Jersey 08318 was the lowest responsive and responsible bidder, having bid the amount of \$28,000.00 for a John Deere 4066 M Tractor; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$28,000.00, pursuant to C.A.F. # 19-07041, which shall be charged against budget line item C-04-19-019-315-19210.

NOW, THEREFORE, BE IT RESOLVED, that the Gloucester County Board of Chosen Freeholders authorizes the purchase of one (1) John Deere 4066 M Tractor from Central Jersey Equipment, LLC for \$28,000.00 and the Freeholder Director and the County Qualified Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 28, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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.	19-07041

Pg

SHIP TO

GC PITMAN GOLF COURSE
 501 PITMAN RD.
 SEWELL, NJ 08080
 856-589-6688

VENDOR #1: CENTR008

VENDOR

CENTRAL JERSEY EQUIPMENT
 670 ROUTE 40
 ELMER, NJ 08318

ORDER DATE: 08/14/19
 REQUISITION NO: R9-21937
 DELIVERY DATE:
 STATE CONTRACT: PD 019-047
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	JOHN DEERE 4066M TRACTOR AS PER PD-19-047 FOR THE GLOUCESTER COUNTY PITMAN GOLF COURSE	C-04-19-019-315-19210 Heavy Equipment	28,000.0000	28,000.00
			TOTAL	28,000.00

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.	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X VENDOR SIGN HERE _____ DATE _____		 TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	QUALIFIED PURCHASING AGENT _____
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

G-2

**RESOLUTION AUTHORIZING THE PURCHASE OF A TRIPLEX MOWER,
JACOBSEN GP 400 FROM LAWN AND GOLF SUPPLY CO., INC., FOR \$34,607.00**

WHEREAS, after due notice and advertisement, the County received sealed bids for a mower, pursuant to bid specifications PD-19-045; and

WHEREAS, bids were publicly received and opened on August 1, 2019, after following proper bidding procedure, it was determined that Lawn and Golf Supply Co., Inc., located at 647 Nutt Road, Phoenixville, PA 19460 was the most responsive and responsible bidder, having bid the amount of \$34,607.00 for a Triplex Mower, Jacobsen GP 400; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$34,607.00, pursuant to C.A.F. # 19-06847, which shall be charged against budget line item C-04-19-019-315-19210.

NOW, THEREFORE, BE IT RESOLVED, that the Gloucester County Board of Chosen Freeholders authorizes the purchase of one (1) Triplex Mower, Jacobsen GP 400 from Lawn and Golf Supply Co., Inc. for \$34,607.00 and the Freeholder Director and the County Qualified Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 28, 2019 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

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.	19-06847

SHIP TO	GC PITMAN GOLF COURSE 501 PITMAN RD. SEWELL, NJ 08080 856-589-6688
	VENDOR # : LAWNG010 LAWN & GOLF SUPPLY CO INC 647 NUTT RD., PO BX 447 PHOENIXVILLE, PA 19460

ORDER DATE: 08/08/19
REQUISITION NO: R9-21698
DELIVERY DATE:
STATE CONTRACT: PD 19-045
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	Triplex Mower, Jacobsen GP400 Engine: Vangaurd, v-twin 17.7 hp @ 3200 rpm Traction Unit: Hydrualic torque motoer on each wheel. Hydraulic oil cooler. Biodegradable Hydraulic Fluid: Reels are driven be individual gear type hydraaulic motors Tires: 20X10-10 2 ply pneumatic, tubeless Swing out middle reel for servicing Steering: Rear wheel, Power sterring As per Bid Spec	C-04-19-019-315-19210 Heavy Equipment	34,607.0000	34,607.00
			TOTAL	34,607.00

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 silps or other reasonable procedures. DEPARTMENT HEAD _____ DATE _____	<p style="text-align: center;">DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p style="text-align: center;">TREASURER / CFO <i>Kimberly Lane</i> QUALIFIED PURCHASING AGENT</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT