

**MINUTES**

7:30 p.m. Wednesday, August 8, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Nestore	X	
Wallace	X	
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro	X	
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda

Approval of the closed session minutes from June 20, 2012 and regular minutes from July 11, 2012.

	Motion	Second	Yes	No	Abstain
Nestore					X
Wallace					X
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46861 Proclamation to Honor and Welcome home Specialist Curtis Rucker from his deployment in Afghanistan on Monday, July 16, 2012 (previously presented) (Chila).

46862 Proclamation to Honor Jeffrey M. Courtney. Jeffrey distinguished himself by earning the "Rank of Eagle Scout" the highest award offered by the Boys Scouts of America (previously presented) (Chila).

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: Anthony Zappazodi spoke about resolution B14

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**PUBLIC HEARING**

**46863 ORDINANCE AMENDING AN ORDINANCE REGULATING PARKING AT COUNTY PARKING LOTS TO PROVIDE THAT PARKING AT COUNTY PARKING LOT D, DELAWARE AVENUE AND LUPTON AVENUE IN WOODBURY, BE OPEN TO THE GENERAL PUBLIC.** The regulation of parking at the various County-owned parking lots throughout the County is controlled by ordinance. The regulations pertaining to each specific parking lot are contained in Schedule "A" of the ordinance. Presently the ordinance provides that parking at Parking Lot D, located at Delaware Avenue and Lupton Avenue in Woodbury, is restricted to employees and to the public doing business in County buildings. The County desires to make parking at Parking Lot D open to the general public. Doing so requires Schedule "A" to be amended to specifically state that parking at Parking Lot D is open to the general public. The Ordinance was introduced and passed on first reading at the regular meeting of the Gloucester County Board of Chosen Freeholders held on July 25, 2012. A copy of Ordinance has been posted on the bulletin board in the Gloucester County Courthouse and copies have been made available at the Clerk of the Board's Office for any members of the general public who have requested copies. In addition, the Ordinance was published in its entirety in the County's official newspaper, The Gloucester County Times, which publication was made on July 29, 2012. The purpose of this item is to adopt said ordinance on second reading to permit parking to be open to the general public at Parking Lot D, Delaware Avenue and Lupton Avenue in Woodbury, New Jersey.

**MOTION**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**ADOPT**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
DEPUTY DIRECTOR CHILA**

**46864 RESOLUTION APPROVING REVISIONS TO THE HUMAN RESOURCES MANUAL AND AMENDMENT TO THE ADMINISTRATIVE CODE SECTION PER-6.**

1. **HR 2.2 Recruitment.**
2. **HR 8.2 Exhibit Z Report of Job Accident.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46865 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46866 RESOLUTION AUTHORIZING COUNTY COUNSEL TO PURSUE ANY NECESSARY ACTION TO PROTECT THE RIGHTS OF THE COUNTY REGARDING OPERATION OF RED LIGHT CAMERAS.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons					X
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**46867 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT WITH TOWNSHIP OF WOOLWICH FOR THE PROVISION OF A TAX ASSESSOR FROM AUGUST 1, 2012 TO MARCH 31, 2013.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46868 RESOLUTION AUTHORIZING ACCEPTANCE BY THE COUNTY OF RIGHT-OF-WAY DEDICATION BY ROAD EASEMENT DEED FROM THE BOROUGH OF GLASSBORO ACROSS A PORTION OF THE PROPERTY KNOWN AS BLOCK 50, LOTS 4 AND 5, BLOCK 25, LOTS 10 AND 11, AND BLOCK 25, LOT 12.01, ON GLASSBORO'S TAX**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons					X
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER BARNES**

**46869 RESOLUTION AUTHORIZING AN AMENDMENT TO A CONTRACT WITH PAULSBORO INCREASING THE CONTRACT AMOUNT BY \$15,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46870 RESOLUTION FOR A ONE YEAR CONTRACT EXTENSION WITH MAJESTIC OIL COMPANY TO SUPPLY AND DELIVER #2 HEATING OIL IN AN AMOUNT NOT TO EXCEED \$50,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46871 RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT IN, OVER AND ACROSS A PART OF THE REAL PROPERTY KNOWN AS BLOCK 194.01, LOT 49, IN WASHINGTON TOWNSHIP WASHINGTON FROM DOROTHY K. BERKEY FOR THE TOTAL AMOUNT OF \$7,400.00 FOR ENGINEERING PROJECT #06-01FA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46872 RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT IN, OVER AND ACROSS A PART OF THE REAL PROPERTY KNOWN AS BLOCK 192.07, LOT 25, IN WASHINGTON TOWNSHIP FROM WILLIAM T. LEHMAN FOR THE TOTAL AMOUNT OF \$7,300.00 FOR ENGINEERING PROJECT #06-01FA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46873 RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT IN, OVER AND ACROSS A PART OF THE REAL PROPERTY KNOWN AS BLOCK 194.30, LOT 1, IN WASHINGTON TOWNSHIP FROM EILEEN KHAZAMIPOUR FOR THE TOTAL AMOUNT OF \$8,273.00 FOR ENGINEERING PROJECT #06-01FA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46874 RESOLUTION AUTHORIZING A TRAFFIC SIGNAL AGREEMENT AMONG THE COUNTY OF GLOUCESTER, TOWNSHIP OF MONROE, AND CROSS KEYS MONROE, LLC.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46875 RESOLUTION AUTHORIZING AWARD OF A SPLIT BID CONTRACT IN REGARD TO BID FOR THE SUPPLYING OF TRAFFIC SIGNAL PARTS AND COMPONENTS TO TRAFFIC PARTS, INC. FOR AN AMOUNT NOT TO EXCEED \$11,928.25, AND TO GENERAL TRAFFIC EQUIPMENT CORP. FOR AN AMOUNT NOT TO EXCEED \$62,195.00, AND TO SIGNAL CONTROL PRODUCTS, INC. FOR AN AMOUNT NOT TO EXCEED \$631,987.50, PER BID PD-012-016.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46876 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH SICKLES & ASSOCIATES, INC. IN AN AMOUNT OF \$94,635.00, AS PER RFP-012-038, FOR ENGINEERING PROJECT #08-13SA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46877 RESOLUTION AUTHORIZING A CONTRACT WITH R.E. PIERSON CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$779,889.00 FOR THE CONSTRUCTION OF ENGINEERING PROJECT #08-13SA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46878 RESOLUTION AUTHORIZING PURCHASE OF ONE (1) 2013 UNMARKED FORD TAURUS SEDAN POLICE INTERCEPTOR FROM HERTRICH FLEET SERVICES FOR USE BY THE COUNTY SHERIFF'S DEPARTMENT FOR THE SUM OF \$27,480.00, AS PER BID PD 012-017.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46879 RESOLUTION AUTHORIZING THE PURCHASE OF FOUR (4) 2013 FORD TAURUS SEDAN POLICE INTERCEPTORS FROM DAY FORD FOR USE BY THE COUNTY SHERIFF'S AND CORRECTION'S DEPARTMENTS AT \$30,625.00 EACH, FOR THE TOTAL AMOUNT OF \$122,500.00, AS PER BID PD-012-018**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46880 RESOLUTION AUTHORIZING SIGNING OF AGREEMENT NO. 13-61-030 BETWEEN THE COUNTY AND THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$62,625.00 FOR THE FISCAL YEAR 2013 SUPPORTIVE REGIONAL HIGHWAY PLANNING PROGRAM.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46881 RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT NO. 13-53-312 BETWEEN THE COUNTY AND THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR A GRANT IN THE AMOUNT OF \$30,000.00 FOR THE FISCAL YEAR 2013 REGIONAL GIS IMPLEMENTATION AND COORDINATION PROGRAM.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46882 RESOLUTION CONSENTING TO THE PROPOSED WATER QUALITY MANAGEMENT (WQM) PLAN AMENDMENT ENTITLED WOOLWICH TOWNSHIP WASTEWATER MANAGEMENT PLAN (WMP) – A CHAPTER OF THE GLOUCESTER COUNTY UNCONSOLIDATED REGION WMP.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF HEALTH & EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER SIMMONS**

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

**DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO**

**46883 RESOLUTION AUTHORIZING THE EXECUTION OF A LEASE OF PREMISES AGREEMENT RELATED TO EMERGENCY MEDICAL SERVICES REGIONALIZED FOR THE BOROUGH OF PITMAN.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**46884 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE FY2007 PORT SECURITY GRANT FROM THE OFFICE OF HOMELAND SECURITY AND PREPAREDNESS IN THE AMOUNT OF \$187,442.48 WITH AN IN-KIND MATCH OF \$46,860.62, FOR A TOTAL AMOUNT OF \$234,303.10, FROM JULY 15, 2012 TO AUGUST 31, 2012.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF SOCIAL & HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**DEPARTMENT OF GOVERNMENT SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**46885 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH SALEM COUNTY TO PROVIDE HOUSING ON AN AS NEEDED BASIS FOR GLOUCESTER COUNTY FEMALE INMATES IN THE SALEM COUNTY CORRECTIONAL FACILITY FROM SEPTEMBER 1, 2012 THROUGH AUGUST 31, 2019.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46886 RESOLUTION ACCEPTING DONATION OF \$6,090.83 FROM UNITY SERVICE AMBULANCE ASSOCIATION FOR THE EXCLUSIVE USE OF THE COUNTY'S SHERIFF'S DEPARTMENT K-9 UNIT.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**46887 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT TO PROVIDE LANDSCAPE DESIGN SERVICES FOR THE BOROUGH OF SWEDESBORO.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**46888 RESOLUTION PRELIMINARILY APPROVING ACQUISITION BY THE COUNTY OF DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF TRACIE VANDERGRACHT, KNOWN AS BLOCK 55, LOT 3, IN THE TOWNSHIP OF WOOLWICH THROUGH THE TOWNSHIP'S PLANNING INCENTIVE GRANT (PIG) APPLICATION FOR THE FARMLAND PRESERVATION PROGRAM.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**46889 RESOLUTION PRELIMINARILY APPROVING ACQUISITION BY THE COUNTY OF DEVELOPMENT EASEMENTS ON THE FARM PROPERTY OF BENNY A. SORBELLO FAMILY, LLC, KNOWN AS BLOCK 49, LOT 2 AND BLOCK 50, LOT 2, IN THE TOWNSHIP OF WOOLWICH THROUGH THE TOWNSHIP'S PLANNING INCENTIVE GRANT (PIG) APPLICATION FOR THE FARMLAND PRESERVATION PROGRAM.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**RESOLUTION AMENDING PARK RULES AND REGULATIONS TO PROVIDE THAT NO PERSON SHALL SMOKE IN PARKS.**

	Motion	Second	Yes	No	Abstain
Nestore					
Wallace					
Chila					
Simmons					
Barnes					
Taliaferro					
Damminger					

**PULLED**

Comments: N/A

Old Business

New Business

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

**OPEN**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**CLOSE**

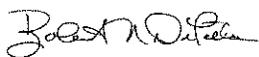
	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 7:59PM

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A



ROBERT N. DILELLA, CLERK

**MINUTES**

7:30 p.m. Wednesday, August 22, 2012

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Nestore	X	
Wallace	X	
Chila	X	
Simmons	X	
Barnes	X	
Taliaferro	X	
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Clerk of the Board DiLella, Chief Counsel Lyons

Changes to the Agenda

Approval of the closed session minutes from July 11, 2012 and July 25, 2012 and regular minutes from July 25, 2012.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

46892 Proclamation(s) to the winners of GC Chamber of Commerce Community Service Awards (to be presented at a later date) (Simmons) (7 Proclamations)

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
DEPUTY DIRECTOR CHILA

**46893 RESOLUTION AUTHORIZING SETTLEMENT OF THE WORKERS' COMPENSATION MATTER OF KATHRYN MILLER o/b/o DONALD MILLER, CLAIM PETITION NO. 2010-8404, IN THE AMOUNT OF \$500.00 FOR ATTORNEY FEES AND \$90.00 FOR STENOGRAPHIC FEES.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46894 RESOLUTION ACKNOWLEDGING SETTLEMENT BY TRAVELERS INSURANCE COMPANY IN THE AMOUNT OF \$70,000 IN ACCORDANCE WITH THE INSURANCE CONTRACT, OF THE LITIGATION MATTER ENTITLED JULIA BROE, INDIVIDUALLY, AND AS ADMINISTRATRIX OF THE ESTATE OF ANDREW STOSNY V. GLOUCESTER COUNTY, ET AL, CASE NO. 1:11-CV-00132 RMB-AMD.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X			X	
Simmons		X		X	
Barnes				X	
Taliaferro				X	
Damminger				X	

Comments: N/A

**46895 RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE TEAMSTERS LOCAL 331 FROM JANUARY 1, 2012 TO DECEMBER 31, 2014.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46896 RESOLUTION AUTHORIZING ACCEPTANCE AND RATIFICATION OF COLLECTIVE BARGAINING AGREEMENTS WITH THE CWA LOCAL 1085, BLUE & WHITE COLLAR, SUPERVISORY, AND ROW OFFICE UNITS; AND, PROSECUTOR'S OFFICE CLERICAL AND PARAPROFESSIONAL FROM JANUARY 1, 2012 TO DECEMBER 31, 2014.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46897 RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE CWA LOCAL 1085, DIVISION OF SOCIAL SERVICES RANK AND FILE AND SUPERVISORY UNITS, FROM JANUARY 1, 2012 TO DECEMBER 31, 2014.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46898 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF AUGUST 2012.**

	Motion	Second	Yes	No	Abstain
Nestore			X	12-06517 12-06652	12-04586 12-06993 12-06942 12-07121 12-06797 12-06991 12-04830 12-05897 12-06566 12-06970 12-06996
Wallace			X	Pg 96-100 12-06652	
Chila	X		X		
Simmons		X			X
Barnes			X		12-06059 12-06598
Taliaferro			X		
Damminger			X		

Comments: N/A

**46899 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

1. Supportive Regional Highway Planning Program - \$39,100.00
2. Region Wide Transportation GIS System - \$30,000.00
3. Workforce Development Partnership - \$14,249.00
4. Workforce Learning Link - \$36,000.00
5. Mental Health Administrator - \$12,000.00
6. Veterans Transportation - \$33,000.00
7. Workfirst New Jersey - \$1,803,515.00
8. Prevention Planning - \$300,000.00
9. Section 5311 Rural Transportation - \$159,745.00

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

10. Comments: N/A

**46900 RESOLUTION REAPPOINTING RHONDA ROGERS, DAVID CANTINO AND SCOTT SIMPKINS TO THE DISABLED PERSONS ADVISORY COMMISSION.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46901 RESOLUTION AUTHORIZING THE APPOINTMENT OF EULETTA GORDON CAMPBELL AND ROBERT TAYLOR TO SERVE AS MEMBERS OF THE GLOUCESTER COUNTY WORKFORCE INVESTMENT BOARD.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace				X	
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46902 RESOLUTION AUTHORIZING CONVEYANCE BY THE COUNTY TO THE GLOUCESTER COUNTY SPECIAL SERVICES SCHOOL DISTRICT FOR EDUCATIONAL PURPOSES OF CERTAIN PROPERTIES CURRENTLY OWNED BY THE COUNTY NO LONGER NEEDED FOR ANY PUBLIC PURPOSE IN THE TOWNSHIP OF DEPTFORD, WHICH ARE DESIGNATED AND KNOWN AS: TAX BLOCK 397.03, LOT 11; TAX BLOCK 397.02, LOT 4; TAX BLOCK 397.03, LOT 12; AND TAX BLOCK 397.02, LOT 5.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46903 RESOLUTION AUTHORIZING A CONTRACT WITH W.B. MASON, INC. FOR THE DELIVERY OF COPY PAPER AND COMPUTER PAPER FROM AUGUST 22, 2012 TO AUGUST 21, 2014 FOR AN AMOUNT NOT TO EXCEED \$40,000.00 PER YEAR.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46904 RESOLUTION AWARING CONTRACT TO COMM SOLUTIONS FOR THE SUPPLY AND INSTALLATION OF EXAGRID SYSTEMS HARDWARE AND SOFTWARE WITH A ONE YEAR MAINTENANCE AGREEMENT FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 TO ESTABLISH THE STRATEGIC COUNTY BACKUP AND RECOVERY SITE FOR EMERGENCY MANAGEMENT IN CLARKSBORO AND CLAYTON FOR A TOTAL CONTRACT AMOUNT OF \$111,322.35.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ECONOMIC  
DEVELOPMENT & PUBLIC WORKS

FREEHOLDER SIMMONS  
FREEHOLDER BARNES

**46905 RESOLUTION AUTHORIZING ACQUISITION AND CONDEMNATION, IF NECESSARY, BY THE COUNTY OF A PART OF CERTAIN LANDS IN THE TOWNSHIP OF WASHINGTON NEEDED AS RIGHT-OF-WAY FOR ENGINEERING PROJECT NO. 06-01FA, AS FOLLOWS:**

- a. ROAD EASEMENT FROM CALEB CARTER ACROSS A PART OF BLOCK 54.01, LOT 1 FOR \$8,800.00;
- b. ROAD EASEMENT FROM REGINA A. PAKRADOONI ACROSS A PART OF BLOCK 194.30, LOT 3 FOR \$7,810.00;
- c. ROAD EASEMENT FROM MANUEL A. CORDERO AND HARRIET L. CORDERO ACROSS A PART OF BLOCK 194.10, LOT 5.14 FOR \$8,300.00;
- d. ROAD EASEMENT FROM PATRICK JOSEPH BOYCE AND THERESA P. BOYCE ACROSS A PART OF BLOCK 54.02, LOT 126 FOR \$6,600.00;
- e. ROAD EASEMENT FROM JOHN P. DONER AND FAYE L. DONER ACROSS A PART OF BLOCK 54.05, LOT 2 FOR \$6,300.00;
- f. ROAD EASEMENT FROM RONALD L. GLOVER, JR. ACROSS A PART OF BLOCK 194.13, LOT 6.02 FOR \$7,200.00; AND
- g. ROAD EASEMENT FROM NEW MARKET ENTERPRISE, LLC ACROSS A PART OF BLOCK 19, LOT 5.02 FOR \$9,400.00;

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46906 RESOLUTION AUTHORIZING ACQUISITION OF A ROAD EASEMENT IN, OVER AND ACROSS A PART OF THE REAL PROPERTY KNOWN AS BLOCK 194.26, LOT 1, IN WASHINGTON TOWNSHIP FROM DENISE C. SKOW & STEPHEN W. SKOW FOR THE TOTAL AMOUNT OF \$8,200.00 FOR ENGINEERING PROJECT #06-01FA.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46907 RESOLUTION AUTHORIZING A CONTRACT FOR A PROPERTY NEGOTIATOR WITH RONALD K. BUTCHER IN AN AMOUNT NOT TO EXCEED \$30,000.00, PER RFP-012-044.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace				X	
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46908 RESOLUTION AUTHORIZING A UTILITY EASEMENT AGREEMENT BETWEEN THE COUNTY AND ATLANTIC CITY ELECTRIC COMPANY FOR A UTILITY EASEMENT ACROSS THE COUNTY OWNED PROPERTY KNOWN AS BLOCK 53, LOT 12, IN THE TOWNSHIP OF WASHINGTON.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46909 RESOLUTION TO APPROVE A CONTRACT WITH THE POWER EQUIPMENT COMPANY TO DISASSEMBLE, EVALUATE, REPAIR AND REASSEMBLE THE COUNTY'S EMERGENCY PORTABLE GENERATOR STORED AT THE BOARD OF ELECTIONS FOR A TOTAL CONTRACT AMOUNT OF \$35,135.48 PURSUANT TO N.J.S.A. 40A:11-6.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons	X		X		
Barnes		X	X		
Taliaferro			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF HEALTH & EDUCATION

FREEHOLDER BARNES  
FREEHOLDER SIMMONS

DEPARTMENT OF PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS

DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO

**DEPARTMENT OF SOCIAL & HUMAN SERVICES**

**FREEHOLDER NESTORE  
DEPUTY DIRECTOR CHILA**

**46910 RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR A TOTAL AMOUNT OF \$300,000.00 IN PREVENTION AND IN-HOME FAMILY PRESERVATION SERVICES FUNDING FOR A TERM FROM JULY 1, 2012 TO JUNE 30, 2013.**

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46911 RESOLUTION AUTHORIZING THE AWARD OF CONTRACT TO ROBINS' NEST INC. TO PROVIDE ABUSE AND NEGLECT PREVENTION SERVICES, FROM AUGUST 1, 2012 TO JULY 31, 2013 IN AN AMOUNT NOT TO EXCEED \$300,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore	X		X		
Wallace			X		
Chila		X	X		
Simmons			X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF GOVERNMENT SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**46912 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) VEHICLE FOR USE BY THE COUNTY PROSECUTOR'S OFFICE FOR A TOTAL CONTRACT AMOUNT OF \$20,157.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**46913 RESOLUTION AUTHORIZING THE EXECUTION OF ANY DOCUMENTS NECESSARY TO APPLY TO THE STATE OF NEW JERSEY FOR A 2012 BODY ARMOR REPLACEMENT PROGRAM GRANT IN AN AMOUNT TO BE DETERMINED.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace	X		X		
Chila			X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

**DEPARTMENT OF PARKS & LAND PRESERVATION**

**FREEHOLDER TALIAFERRO  
FREEHOLDER BARNES**

**46914 RESOLUTION AUTHORIZING ACQUISITION OF A DEVELOPMENT EASEMENT, AND THE SIGNING OF AN AGREEMENT OF SALE AND OTHER DOCUMENTS NECESSARY FOR CLOSING REGARDING SUCH EASEMENT, ON THE FARM PROPERTY OF JAMES R. BUTCH, LOCATED IN THE TOWNSHIP OF FRANKLIN, KNOWN AS BLOCK 1101, LOTS 57, 58, 59, 60, 61, 63, 116, 117, 118, 119, 120, 125, 126, 129, 136, AND 137, CONSISTING OF 130.838 ACRES, FOR THE AMOUNT OF \$817,737.50.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**46915 RESOLUTION ACCEPTING DONATION OF \$12,181.66 FROM UNITY SERVICE AMBULANCE ASSOCIATION TO THE GLOUCESTER COUNTY ANIMAL SHELTER.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**46916 RESOLUTION AUTHORIZING AWARD OF SPLIT CONTRACTS FOR THE SUPPLY AND DELIVERY OF GRASS SEED, TOPDRESSING, FERTILIZERS AND PLANT PROTECTANTS FOR THE PITMAN GOLF COURSE AND VETERANS MEMORIAL CEMETERY FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE AWARD TO: 1) SOUTH JERSY FARMERS EXCHANGE, INC., IN AN AMOUNT NOT TO EXCEED \$15,000.00; 2) FISHER AND SON COMPANY, INC., IN AN AMOUNT NOT TO EXCEED \$13,000.00; 3) MITCHELL PRODUCTS, LLC IN AN AMOUNT NOT TO EXCEED \$6,000.00; 4) SEETON TURF WAREHOUSE LLC IN AN AMOUNT NOT TO EXCEED \$7,000.00; 5) AGRIUM ADVANCED TECHNOLOGIES (US) INC. IN AN AMOUNT NOT TO EXCEED \$20,000.00; 6) GENESIS TURFGRASS, INC., IN AN AMOUNT NOT TO EXCEED \$11,000.00; 7) SYNATEK IN AN AMOUNT NOT TO EXCEED \$400.00; 8) PENNINGTON SEED, INC., IN AN AMOUNT NOT TO EXCEED \$1,300.00; AND 9) JOHN DEERE LANDSCAPES IN AN AMOUNT NOT TO EXCEED \$9,000.00.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila					X
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

**46917 RESOLUTION AWARDDING A CONTRACT TO LAWN & GOLF SUPPLY CO., INC. FOR THE PURCHASE OF A 2012 JACOBSEN LF550 FAIRWAY MOWER IN THE AMOUNT OF \$44,763.75.**

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace				X	
Chila			X		
Simmons			X		
Barnes		X	X		
Taliaferro	X		X		
Damminger			X		

Comments: N/A

Old Business

New Business

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

OPEN

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: John Schmidt of Gloucester City asked about resolution A-2 and the conflict issue with the Housing Authority and an audit of local ethics. He then asked about the county police force that they are debating in Camden County and whether or not we are pursuing.

CLOSE

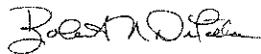
	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A

Adjournment 8:10PM

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons		X	X		
Barnes			X		
Taliaferro			X		
Damminger			X		

Comments: N/A



ROBERT N. DILELLA, CLERK

**RECOGNIZING  
JOHN NOTHDURFT, SR.  
60 YEARS OF SERVICE TO WOOLWICH FIRE COMPANY**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize **John Nothdurft, Sr.** for more than 60 years of community service with the **Woolwich Fire Company**; and

**WHEREAS**, **Jack** joined the Fire Department on July 17, 1952 after waiting 3 months for an opening. **Jack** has been a volunteer with the department for 60 years and is the department's most senior active member. In his years with the department, he has held every Fire Line Officer's Position up to and including Department Chief; and

**WHEREAS**, **Jack** is a member of the Gloucester County Firemen's Association, the Gloucester County Fire Chief's Association and the New Jersey State Firemen's Association; and

**WHEREAS**, **Jack** held the title of Co-Chairman of Firemen's Hall on Franklin Street and Lake Avenue, Co-Chairman of the Construction of Fire House and Chairman of the Investment Committee; and

**WHEREAS**, **Jack** has a legacy of family members within the Fire Company, namely John G. Nothdurft, October 1928, Wilbert A. Nothdurft, March 1955, John E. Nothdurft, Jr., August 1975 and Jason Nothdurft, January 2001; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace do hereby honor and recognize **John Nothdurft, Sr.** for his tireless efforts and dedication of more than 60 years of volunteer service to the citizens of Gloucester County.

**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 21<sup>st</sup> day of August, 2012.

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Vincent H. Nestore, Jr.  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam J. Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

Attest: \_\_\_\_\_  
Robert N. DiLella, Clerk

**~ IN HONOR AND RECOGNITION OF ~  
CHUCK BYERS**

**WHEREAS**, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize **Chuck Byers** on Saturday, August 11, 2012 for his distinguished Military Career and his Service to all Veterans in Gloucester and Camden Counties; and

**WHEREAS**, **Chuck Byers** served heroically in the United States Army from January, 1965 to July, 1972 as a Medic achieving the rank of Specialist 5th Class. **Chuck** was deployed to Vietnam where he served from 1967-1968 with the Alpha Company, 9<sup>th</sup> Infantry Division. On June 1, 1968 during the battle of Anutan Vietnam, **Chuck** was wounded in the left arm and abdomen by enemy fire, although wounded, **Chuck** continued to help 3 other wounded soldiers, until help arrived; and

**WHEREAS**, **Chuck Byers** having served with honor and distinction was awarded the **Silver Star**, the **Bronze Star** with **"V" Device Denoting Valor**, the **Air Medal**, the **Purple Heart**, the **Army Good Conduct Medal**, the **Army Occupation of Berlin Medal**, the **National Defense Medal**, the **Vietnam Service Medal** the **Republic of Vietnam Campaign Medal with 1960 Device**, and the **Combat Medical Badge**; and

**WHEREAS**, long after his Military service **Chuck** has stayed very active with many Veteran's Organizations. **Chuck** belongs to the South Jersey Vietnam Veterans Association and has served as Past President of the DJ Bentz chapter of the Military Order of the Purple Heart and Past NJ State Senior Vice Commander for the NJ Military Order of the Purple Heart, Glassboro Memorial VFW Post #679. He serves on both the Gloucester County Veterans Advisory Committee and the Camden County Veterans Advisory Committee where he holds the position of Secretary. **Chuck** fills in for Santa Clause for the children at Ft. Dix and the Glassboro VFW; and

**WHEREAS**, **Chuck Byers** took it upon himself to become an accredited and certified Veterans Service Officer. He began volunteering as a Veterans Service Officer every Tuesday at the Gloucester County Office of Veterans Affairs in November 2011 to August 2012, assisting over 300 veterans and or family members in filing claims on their behalf, for the numerous VA benefits they are entitled to; and

**NOW THEREFORE, BE IT PROCLAIMED**, that I, Robert M. Damminger, as Director, and on behalf of the 2012 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Vincent H. Nestore, Jr., Heather Simmons, Adam J. Taliaferro and Larry Wallace **do hereby honor, recognize and thank Chuck Byers for his lifelong service to our Country's Armed Forces, Veterans and residents of Gloucester County.**

**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 11<sup>th</sup> day of August, 2012.

\_\_\_\_\_  
Robert M. Damminger  
Freeholder Director

\_\_\_\_\_  
Giuseppe (Joe) Chila  
Freeholder Deputy Director

\_\_\_\_\_  
Lyman Barnes  
Freeholder

\_\_\_\_\_  
Vincent H. Nestore, Jr.  
Freeholder

\_\_\_\_\_  
Heather Simmons  
Freeholder

\_\_\_\_\_  
Adam J. Taliaferro  
Freeholder

\_\_\_\_\_  
Larry Wallace  
Freeholder

Attest: \_\_\_\_\_  
Robert N. DiLella, Clerk

11

**RESOLUTION AUTHORIZING A *CLOSED SESSION* TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF TWO (2) WORKERS COMPENSATION MATTERS ENTITLED RICHARD FOX v. GLOUCESTER COUNTY, C.P. #2008-20466; AND THOMAS WHITAKER v. GLOUCESTER COUNTY, C.P. #2009-26840**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et. seq.; and

**WHEREAS**, the Open Public Meetings Act of the State of New Jersey generally requires that all meetings of public bodies be open to the public; and

**WHEREAS**, the Open Public Meetings Act further provides that a public body may exclude the public from a portion of a meeting at which the public body discusses items enumerated in the Open Public Meetings Act at N.J.S.A. 10:4-12(b), which items are recognized as requiring confidentiality; and

**WHEREAS**, it is necessary and appropriate for the Board of Chosen Freeholders of the County of Gloucester to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12(b)(7).

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester, pursuant to the Open Public Meetings Act of the State of New Jersey that:

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on *September 5<sup>th</sup>, 2012*;
2. The general nature of the subjects to be discussed at said closed meeting shall be the status of and possible settlement of the litigation matters captioned hereinabove.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, and in accordance with claimants' privacy rights under workers' compensation statute N.J.S.A. 34:15-128.3a when the items which are the subject of the closed session discussion are resolved, and a reason for confidentiality no longer exists.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey, held on Wednesday, September 5<sup>th</sup>, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2012 BUDGET PURSUANT TO N.J.S.A. 40A:4-87**

**WHEREAS**, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

**WHEREAS**, said Director may also approve the insertion of an item of appropriation for equal amount.

**NOW, THEREFORE, BE IT RESOLVED** that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2012 as follows:

- (1) The sum of **\$600,000.00**, which item is now available as a revenue from the New Jersey Department of Transportation Barnsboro-Blackwood Road Bridge Reconstruction, to be appropriated under the caption of the New Jersey Department of Transportation Barnsboro-Blackwood Road Bridge Reconstruction - *Other Expenses*;
- (2) The sum of **\$105,944.00**, which item is now available as a revenue from the New Jersey Department of Environmental Protection 2012 Clean Communities Grant, to be appropriated under the caption of the New Jersey Department of Environmental Protection 2012 Clean Communities Grant - *Other Expenses*;
- (3) The sum of **\$50,000.00**, which item is now available as a revenue from the New Jersey Department of Health and Senior Services Women, Infants and Children (WIC), to be appropriated under the caption of the New Jersey Department of Health and Senior Services Women, Infants and Children (WIC) - *Other Expenses*;
- (4) The sum of **\$10,798.00**, which item is now available as a revenue from the New Jersey Department of Health and Senior Services County Right to Know Program, to be appropriated under the caption of the New Jersey Department of Health and Senior Services County Right to Know Program - *Other Expenses*;
- (5) The sum of **\$400,000.00**, which item is now available as a revenue from the New Jersey Department of Transportation White Bridge 2-H-1 (CR643) Repairs, to be appropriated under the caption of the New Jersey Department of Transportation White Bridge 2-H-1 (CR643) Repairs - *Other Expenses*;

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA,  
CLERK OF THE BOARD**

A3

**RESOLUTION AUTHORIZING AN AGREEMENT WITH TVS, INC. T/A TRI STATE FOOD AND BEVERAGE SERVICE FOR VENDING MACHINE SERVICES IN VARIOUS COUNTY BUILDINGS FROM OCTOBER 11, 2012 TO OCTOBER 10, 2013, AS PER BID PD-12-026**

**WHEREAS**, the County of Gloucester (hereinafter the "County"), after due notice and advertisement, received sealed bids, as per Bid Solicitation **PD-12-026** (hereinafter the "Bid"), for the furnishing of labor, materials, equipment and services to provide vending machines, and the service thereof, in various buildings throughout the County; and

**WHEREAS**, after following proper public bidding procedure, it was determined by the County's Purchasing Department that TVS, Inc. t/a Tri State Food and Beverage Service (hereinafter "Tri State"), with an address at 19 Elbo Lane, Mt. Laurel, NJ 08054, was the lowest responsive and responsible bidder to provide vending machines, and the service thereof, to the County, as described in the Bid specifications, with the County receiving a commission of 33.9% on all sales, with a minimum guaranteed commission in the amount of \$12,501.00, and with any additional commission monies exceeding the \$12,501.00 amount also being paid to the County, for a period of one (1) year commencing October 11, 2012, and ending October 10, 2013, with a County option to extend the said contract for one (1) two year period, or two (2) one year periods; and,

**WHEREAS**, since Tri State will be paying the County a commission of 33.9% on all sales, including the aforesaid guaranteed minimum, no Certificate of Availability of Funds is required.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director, and the Clerk of the Board, be, and are, hereby authorized and directed to execute a contract with Tri State, for the furnishing of labor, materials, equipment and services required to provide and service vending machines in various County buildings, as per the Bid specifications, for a period of one (1) year beginning October 11, 2012 through October 10, 2013, with the option to extend for one (1) two year period, or two (2) one year periods, with the County receiving a commission of 33.9% on all sales, with a minimum guaranteed commission in the amount of \$12,501.00, and any additional commission monies exceeding the \$12,501.00 also being paid to the County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

A3

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND**

**TVS, INC. t/a TRI STATE FOOD AND BEVERAGE SERVICE**

**THIS CONTRACT** is made effective the 11<sup>th</sup> day of October, 2012, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as the “**County**”, and **TVS, INC. t/a TRI STATE FOOD AND BEVERAGE SERVICE**, with offices at 19 Elbo Lane, Mt. Laurel, NJ 08054, hereinafter referred to as the “**Vendor**”.

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the furnishing of all of the labor, materials, equipment and services needed in order to provide vending machines, and the service thereof, for various buildings throughout the County; and

**WHEREAS**, the Vendor represents that it is qualified to provide the said goods and services to the County, and desires to do so 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.** This Contract shall be effective for a period of one (1) year commencing October 11, 2012, and ending October 10, 2013, unless extended by the County. The County shall have the option, in its sole discretion, to extend this Contract for two (2) one year periods, or one (1) two year period.
  
2. **COMPENSATION.** Vendor shall pay to the County a 33.9 % commission on all sales made through the vending machines placed into any County building, with a minimum guaranteed commission payable by Vendor to the County in the amount of \$12,501.00. Any and all commission monies exceeding the \$12,501.00 minimum shall also be paid to the County. All payments of commissions to the County hereunder shall be made pursuant to, and in accordance with, all the terms and provisions of the specifications set out in County Bid **PD-12-026** (hereinafter the “**Specifications**”); and as set out in the Vendor’s Bid proposal (hereinafter the “**Proposal**”). The Specifications and Proposal are incorporated herein, and made a part hereof, by reference.
  
3. **DUTIES OF VENDOR.** The Vendor shall supply all labor, materials, equipment and services needed to provide vending machines, and the service thereof, in various County buildings, as set forth in the Specifications, which are incorporated herein, and made a part hereof, by reference.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout

the period of this Contract to comply with, all of the requirements of the Specifications, and all applicable statutes, regulations, rules, laws and ordinances.

**4. FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the parties agree as follows, where applicable:

A. Vendor will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Vendor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. 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 gender, age, race, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, disability, affectional or sexual orientation, genetic information, sex or atypical hereditary cellular or blood trait.

C. The Vendor or subcontractor, where applicable, will send to each labor union or representative or workers with which is has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Agency Contracting Officer advising the labor union or workers' representative of the Vendor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c.127, as amended and supplemented from time to time.

E. The Vendor or subcontractor, where applicable, agrees to attempt in good faith to employ minority and female workers consistent with the applicable County employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable County employment goals determined by Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C. 127, as amended and supplemented from time to time.

F. The Vendor or subcontractor, where applicable, agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

G. The Vendor or subcontractor, where applicable, agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decision of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

H. The Vendor or subcontractor, where applicable, agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to gender, age, creed, color, religion, Vietnam-era veteran status, national origin, ancestry, marital status, affectional or sexual orientation, or disability and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey and applicable Federal law and applicable Federal court decisions.

I. The Vendor or subcontractor, where applicable, shall furnish such report or other document to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (N.J.A.C. 17:27).

J. Only manufactured products of the United States of America, wherever available, shall be used in the execution of the work specified herein.

K. In accordance with the Tax Equity and Fiscal Responsibility Act of 1982 (TEFRA), it is expressly understood that if the net amount paid to Vendor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Vendor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Vendor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Vendor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Vendor carries out any duties of the contract through a subcontract with a related organization which will result in payment to the related organization of Ten Thousand Dollars (\$10,000.00) or more over a twelve-month period, Vendor agrees that any such subcontract shall require that the related organization shall make available such books, documents, and records which are necessary to verify the nature and extent of the costs.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any

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

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

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

A. Pursuant to the termination provisions set forth in the Specifications, which are specifically referred to and incorporated herein by reference.

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

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

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

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.
  
8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.
  
9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

10. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that 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. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT CONTRACTOR 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 with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
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 consists of this Contract, and the Specifications and the Proposal, both of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications, and the Proposal, then this Contract and the Specifications shall prevail.

**THIS CONTRACT** is effective as of the 11<sup>th</sup> day of October, 2012.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA,  
CLERK OF THE BOARD**

**BY:** \_\_\_\_\_  
**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

**TVS, INC. T/A TRI STATE FOOD AND  
BEVERAGE SERVICE**

\_\_\_\_\_  
**BY:** \_\_\_\_\_  
**MR. PETER DIGILIO, PRESIDENT**

<p>PD 012-026          Bid Opening 8/10/2012 10:00am          SPECIFICATIONS AND PROPOSAL FORM FOR THE          DELIVERY OF VENDING MACHINE SERVICE FOR          VARIOUS COUNTY BUILDINGS</p>	<p>VENDOR:          TriState Vending Service          19 Elbo Lane          Mt. Laurel, NJ 08054          Peter DiGilio - Pres.          856 235-1790          856 235-1791 fax</p>	<p>Commission Rate          33.9%</p>
<p><b>ITEM DESCRIPTION</b></p>	<p>Commission Rate</p>	<p>33.9%</p>
<p>1 Commission Rate for All Items</p>	<p>Commission Rate</p>	<p>33.9%</p>
<p>Variations: (if any)</p>	<p>TriState Vending is proposing a minimum guaranteed commission in the amount of \$12,501.00.</p>	<p>If the percentage rate exceeds \$12,501 the additional monies will be paid to the County</p>
<p>Will you extend your prices to local government entities within the County</p>	<p>YES</p>	<p></p>
<p>Bid specifications sent to:</p>	<p>K&amp;R Vending Services          Healthy Vending</p>	<p>Pinnacle Vending          Prime Vendor</p>
<p>THIS IS A ONE YEAR CONTRACT WITH 1 TWO YEAR EXTENSION OR 2 ONE YEAR EXTENSIONS</p>	<p></p>	<p></p>
<p>Based upon the bids received, I recommend TriState Vending Services be awarded the contract as the highest, responsible, responsive bidder.</p>	<p>Sincerely,</p>	<p>Robert J. McErlane          Assistant Purchasing Agent</p>

## SIGNATURE PAGE

SIGNED: P. DiGilio COMPANY: TRI STATE VENDINGNAME: Peter DiGilio  
(PRINTED OR TYPED)ADDRESS: 19 EIBO LANE  
MT LAUREL, NJ. 08056TITLE: PRESIDENTTELE# 856-235-1790DATE: 8-9-12FAX #: 856-235-1791

**To The Board of Chosen Freeholders**  
**Of The County of Gloucester**

**Freeholders:**

The undersigned hereby declares that he/she has carefully examined the specifications for the supplying of vending machine service for the County of Gloucester for which bids were advertised to be read in public on the date advertised at 10:00am, prevailing time, in the office of the purchasing agent, County Administration Bldg., 2nd Floor, 2 s. Broad St. Woodbury, NJ 08096, Telephone (856) 853-3420.

He/she further declares that the commissions rates offered to the County are fixed for the length of the contract.

The County of Gloucester reserves the right to examine all equipment to be furnished and any to be replaced.

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**Schedule of Prices**

<b>Product</b>	<b>Maximum Selling Price</b>
Soda (Aluminum Cans)	\$ .90
Soda (Plastic Bottles)	\$ 1.35
Candy/Snack	\$.50-\$1.00
Bottled Juice	\$ 1.35
Can juice	\$ .90

*[Handwritten Signature]*

8-16-12 Cam DR

Mints / Gum \$ .50-1.00  
Snack Cakes/Pies \$.075-1.25

**Commission Rate For All  
Above Items % 33.9**

Client References: At least five (5) must be submitted with the bid.

<u>Name</u>	<u>Contact Person</u>	<u>Telephone Number</u>
1. Newman PAPER	Henry Ligier	215-333-8700
2. Amerisource	Connie Gaskel	856-848-3400
3. Pioneer	Don Sutton	866-372-6840
4. Clem VANZEIST	Johnson Mathey	856-384-7000
5. NATIONAL Publishing	OTTO Mezei	215-676-1863

VARIATIONS: See next page Annual Guaranteed  
Commissions 12,501.00

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

8-8-12

[pdigilio@tristatevending.com](mailto:pdigilio@tristatevending.com)

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## VARIATIONS :

Due to sluggish volume since price increases, pricing and product adjustments will be made within the scope of this RFP.

TriState Vending is proposing a minimum guaranteed commission in the amount of \$12,501.00. If the percentage rate quoted exceeds \$12,501.00 the additional monies will be paid to the county.

Peter DiGilio  
President/General Manager  
TriState Vending  
19 Elbo Lane  
Mt. Laurel, NJ 08054  
856-235-1790 ext. 11

**RESOLUTION RECOGNIZING NOVEMBER 24, 2012 AS  
"SHOP LOCAL SATURDAY" TO SUPPORT AND PROMOTE  
GLOUCESTER COUNTY SMALL BUSINESSES**

**WHEREAS**, Small Business Saturday is a nationally recognized annual event which began in 2010 on the Saturday after Black Friday; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders recognizes the vital role small businesses play in our local economies and is authorizing the Department of Economic Development to begin marketing "Shop Local Saturday" which is our local version of the successful national campaign; and

**WHEREAS**, the Department of Economic Development will work in cooperation with the *Gloucester County Times* and the Chamber of Commerce by assisting in registering participants and by encouraging residents to support this effort.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that November 24, 2012 is declared "Shop Local Saturday" and the Department of Economic Development is authorized to support the campaign and assist in promoting the event.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, September 5, 2012 in Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

Ba

**RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT DECREASING THE TOTAL CONTRACT AMOUNT BY \$58,076.00 FROM JULY 1, 2010 TO JUNE 30, 2011**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on September 1, 2010, authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2010 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines in the amount of \$3,297,050.00; and

**WHEREAS**, subsequent Resolutions were adopted increasing the total Contract amount on February 2, 2011 in the amount of \$18,236.00; February 16, 2011 in the amount of \$50,000.00; and April 16, 2011 in the amount of \$35,294.00; and October 5, 2011 decreasing the amount by \$777.00; December 21, 2011 transferring of funds between two federal programs, and July 25, 2012 decreasing the amount by \$6,082.00; and

**WHEREAS**, due to a decrease in available WorkFirst New Jersey funds, it is necessary to reduce said contract in the amount of **\$58,076.00**, resulting in the following estimated funds for the grant period July 1, 2010 to June 30, 2011:

WIA Adult	\$ 394,365.00
WIA Youth	\$ 451,732.00
WIA Dislocated Worker	\$ 671,347.00
<b>Work First NJ</b>	<b>\$ 1,667,671 (1,725,747-58,076)</b>
Workforce Learning Link	\$ 38,500.00
WIA Title II	\$ 58,500.00
WDPP	\$ 18,236.00
Interdepartmental Funds	\$ 35,294.00
<b>Total</b>	<b>\$ 3,335,645.00</b>

**WHEREAS**, all terms and provisions of the previously executed Contract and subsequent Amendments, with the exception of the total contract amount, will continue in full force and effect.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board are hereby authorized to execute the Contract Amendment and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor for the grant period July 1, 2010 through June 30, 2011 consistent with this Resolution.

**ADOPTED** at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

BA

**New Jersey Department of Labor and Workforce Development  
Workforce Development Area Contract  
PY 2010 Funds**

**WIB Area:** Gloucester  
**DUNS #** 957362247

**Plan No.** ET-08-PY-10  
**Mod No.** 6

**A. Grant Recipient:** (Name & Address)  
County of Gloucester  
County Building Box 337  
Woodbury, New Jersey 08096  
**Chief Executive Officer:** Robert M. Damminger  
**Legal Entity Status:** Public  
**Federal Employer ID#:** 21-6000-660

**B. State Grantor/Department**  
**Harold J. Wirths, Commissioner**  
**New Jersey Department of Labor and Workforce Development**  
**PO Box 055, Trenton, NJ 08625-0055**  
**Contact Person & Telephone #:**  
**Anthony Ferrera, Director (609) 984-2477**  
**Division of Workforce Portfolio and Contract Management**

**C. Local Area Operating Entity:**  
Gloucester County Economic Dev.  
115 Budd Boulevard  
West Deptford, New Jersey 08096  
**Contact:** Lisa Morina, Director  
**Tel #:** 856-384-6934

**Work First NJ Operating Entity:**  
Same  
**Contact:**  
**Tel #:**

**D. Funding Levels by Source:**

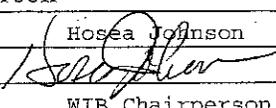
<u>WIA / FEDERAL FUNDS:</u>	
<b>Adult:</b>	394,365
<b>Youth:</b>	451,732
<b>Dislocated Worker:</b>	671,347
<b>DPN Initiative:</b>	0
<b>Post TANF Funds:</b>	0
<b>WLL (Federal Funds):</b>	58,500
<b>Add'l Federal Funds:</b>	0
<b>Federal TOTAL:</b>	\$1,575,944
<b>State TOTAL:</b>	\$1,759,701
<b>Contract TOTAL:</b>	\$3,335,645

<u>STATE FUNDS:</u>	
<b>Work First NJ:</b>	1,667,671
<b>WIB Admin:</b>	0
<b>WDP:</b>	18,236
<b>WLL (State Funds):</b>	38,500
<b>Bus. Dev. Initiative</b>	35,294
<b>Add'l State Funds:</b>	0

**The contract period for these funds is July 1, 2010 to June 30, 2011.**

**Grantor/Department and Grant Recipient's Agreement Signatures**

The Grant Recipient and Workforce Investment Board agree to provide employment and training services in accordance with all the provisions of their approved Plan and the attached Assurances, Certifications and General Provisions. If this Contract, including the Assurances, Certifications and General Provisions, annexed hereto, correctly sets forth your understanding of your approved Plan, please indicate your organization's approval by having this signed by the Chief Executive Officer of the organization and returned to the Grantor.

<b>Accepted &amp; Agreed by the Grant Recipient</b>	<b>Accepted &amp; Agreed by the WIB Chairperson</b>	<b>Accepted &amp; Agreed by Grantor/Department</b>
<b>Name:</b> <u>Robert M. Damminger</u>	<b>Name:</b> <u>Hosea Johnson</u>	<b>Name:</b> <u>Harold J. Wirths</u>
<b>Signature:</b> _____	<b>Signature:</b> 	<b>Signature:</b> _____
<b>Title:</b> <u>Freeholder Director</u>	<b>Title:</b> <u>WIB Chairperson</u>	<b>Title:</b> <u>Commissioner</u>
<b>Date:</b> _____	<b>Date:</b> <u>8/15/2012</u>	<b>Date:</b> _____

BB

**RESOLUTION AUTHORIZING APPLICATION FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)/HOME AND WASHINGTON TOWNSHIP ENTITLEMENT GRANT FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN THE TOTAL AMOUNT OF \$1,690,733.00**

**WHEREAS**, the Gloucester County Division of Housing and Community Development, under the Department of Economic Development, desires to submit a grant application to the U.S. Department of Housing and Urban Development for funding for the CDBG/HOME and Washington Township Entitlement Grants for the period commencing September 1, 2012 and concluding August 31, 2013; and

**WHEREAS**, this funding is specifically for the CDBG/HOME and Washington Township Entitlement Programs; and

**WHEREAS**, said CDBG/HOME and Washington Township Entitlement Services shall be provided under this grant by the Department of Economic Development, Division of Housing and Community Development and include assisting the development of viable communities, by providing decent affordable housing and a suitable living environment for persons of low and moderate income; and

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester deems these CDBG/HOME and Washington Township Entitlement services to be beneficial to the citizens of the County of Gloucester; and

**WHEREAS**, the Gloucester County, Division of Housing and Community Development, under the Department of Economic Development has reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct; and

**WHEREAS**, the Division of Housing and Community Development, under the Department of Economic Development has submitted the grant application, and the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules promulgated by the U.S. Department of Housing and Urban Development for the administration of grant projects; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders acknowledges that the total amount of the grant funds to be requested is \$1,690,733.00, with this total representing CDBG funds in the amount of \$1,074,761.00, HOME funds amounting to \$469,460.00, and Washington Township Entitlement funds amounting to \$146,512.00 from September 1, 2012 to August 31, 2013.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that:

1. The Freeholder Director and Clerk of the Board hereby approve the above referenced grant application and are hereby authorized to execute any and all documents in connection with the filing of the grant application and Request for Release of Funds with the U.S. Department of Housing and Urban Development, requesting grant funds to be used for the CDBG/HOME and Washington Township Entitlement Programs;
2. The Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary additional assurances as may be required.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Wednesday, September 5, 2012.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**ROBERT N. DILELLA, CLERK**

B3



BOARD OF  
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER  
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR  
Robert M. Damming

FREEHOLDER LIAISON  
Vincent H. Nestore Jr.



DEPARTMENT OF HUMAN  
SERVICES

DIRECTOR  
Lisa A. Cerny

P.O. Box 337  
Woodbury, NJ 08096

Phone: 856.384.6870  
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[www.gloucestercountynj.gov](http://www.gloucestercountynj.gov)

New Jersey Relay Service - 711  
Gloucester County Relay Service  
(TTY/ITD) - (856)848-6616

TO: Christina Moran

DEPARTMENT: Economic Development

GRANT TITLE: CDBG/HOME Investment Partnership

DATE: August 23, 2012

**CERTIFICATION LETTER**

The DEPARTMENT OF HUMAN SERVICES certifies that the enclosed Grant has been reviewed and meets the standard requirements

REVIEWED BY: [Signature]

REVIEWED BY: Lisa Cerny (Cerny)  
Grants Coordinator

FREEHOLDER MEETING: September 5 2012

GRANT REQUEST FORM  
FOR TRUST FUND AND/OR  
DEDICATION BY RIDER GRANTS

INCLUDE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING , INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY BUDGET NUMBERS. (PER BUDGET MANUAL)

DATE: 8/20/2012

1. TYPE OF GRANT: RENEWAL/CONTINUATION
2. GRANT TITLE: CDBG/HOME INVESTMENT PARTNERSHIPS
3. DEPARTMENT: ECONOMIC DEVELOPMENT
4. GRANT TERM: FROM: 9/01/12 TO: 8/31/13
5. DEPT. CONTACT PERSON & PHONE NUMBER : Christina Moran x. 6867
6. NAME OF FUNDING AGENCY : U.S. DEPT. OF HOUSING & URBAN DEVELOP.
7. BRIEF DESCRIPTION OF GRANT PROGRAM: The development of viable communities, by providing decent affordable housing and a suitable living environment for persons of low and moderate income.
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE NEW HIRE WITH AN ASTERISK\*)

NAME	AMOUNT	NAME	AMOUNT
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See Attached

9. TOTAL SALARY CHARGED TO GRANT: \$293,676.
10. INDIRECT COST (IC) RATE: N/A 11. INDIRECT COSTS CHARGED: N/A
12. FRINGE BENEFIT RATE CHARGED TO GRANT: .0765
13. DATE APPLICATION DUE TO GRANTOR: N/A

(OVER)



CDBG/HOME/WASHINGTON TWP FUNDING  
9/1/12 THROUGH 8/31/2013 \_Revised 8-1-12

County Budget Number	TITLE	AMOUNT	\$	1,690,733.00
T-03-08-612-170-10101	REGULAR PAY- PROGRAM	\$ 106,885.74		
T-03-08-612-170-10101	BENEFIT WAIVER -PROGRAM	\$ -		
T-03-08-612-170-10301	ADMIN PAY - CDBG	\$ 102,987.03		
T-03-08-612-170-10101	BENEFIT WAIVER - CDBG (A)	\$ -		
T-03-08-612-170-20205	ADVERTISING (A)	\$ 700.00		
T-03-08-612-170-20210	AUDIT (A)	\$ 5,000.00		
T-03-08-612-170-20215	Planning Consultant (A)	\$ 35,000.00		
T-03-08-612-170-20217	ENGINEERING/INSPECTIONS (P)	\$ 50,000.00		
T-03-08-612-170-20275	PRINTING (A)	\$ 300.00		
T-03-08-612-170-20410	OFFICE SUPPLIES (A)	\$ 1,200.00		
T-03-08-612-170-20411	REPRODUCTION (A)	\$ 500.00		
T-03-08-612-170-20652	DATA PROCESSING EQUIPMENT (A)	\$ 500.00		
T-03-08-612-170-20850	REPRODUCTION MACHINE RENTAL (A)	\$ 5,000.00		
T-03-08-612-170-20910	BOOKS AND SUBSCRIPTIONS (A)	\$ 600.00		
T-03-08-612-170-20920	CONFERENCES (A)	\$ 1,500.00		
T-03-08-612-170-20921	MEETINGS, MEMBERSHIPS, DUES (A)	\$ 1,500.00		
T-03-08-612-170-20970	TRAVEL (A)	\$ 786.66		
T-03-08-612-170-20981	FICA - PROGRAM	\$ 8,176.76		
T-03-08-612-170-20982	FICA- ADMINISTRATIVE (A)	\$ 7,878.51		
T-03-08-612-170-20993	FACILITY COSTS (A)	\$ 26,500.00		
T-03-08-612-170-20994	FRINGE/HEALTH BENEFITS (A)	\$ 25,000.00		
T-03-08-612-170-21202	DEPTFORD (2 projects)	\$ 100,000.00		
T-03-08-612-170-21210	MANTUA	\$ 50,000.00		
T-03-08-612-170-21212	NATIONAL PARK	\$ 50,000.00		
T-03-08-612-170-21221	WESTVILLE	\$ 50,000.00		
T-03-08-612-170-21231	Newfield Terrace CAO	\$ 10,000.00		
T-03-08-612-170-21232	Genesis	\$ 50,000.00		
T-03-08-612-170-21233	GC Boys & Girls Club	\$ 30,000.00		
T-03-08-612-170-21235	Food Bank of SJ	\$ 40,000.00		
T-03-08-612-170-XXXXX	Center for Family Svcs - Together Youth	\$ 20,000.00		
T-03-08-612-170-21287	HOMEOWNER REHAB	\$ 134,746.30		
T-03-08-612-170-21288	LEAD INSPECTIONS	\$ 10,000.00		
T-03-08-612-170-21300	REVOLVING LOAN FUND	\$ 150,000.00		
T-03-08-812-170-10301	ADMIN PAY - WASHINGTON TWP	\$ 27,094.29		
T-03-08-812-170-20981	FICA - WASHINGTON TWP	\$ 2,072.71		
T-03-08-812-170-20993	FACILITY COSTS - WASHINGTON TWP	\$ 135.40		
T-03-08-812-170-21218	WASHINGTON TWP PROJECT	\$ 117,209.60		
T-03-08-712-170-10101	ADMIN PAY - HOME	\$ 32,239.27		
T-03-08-712-170-10305	BENEFIT WAIVER - HOME	\$ 3,600.00		
T-03-08-712-170-20981	FICA - HOME (A)	\$ 2,741.70		
T-03-08-712-170-20993	FACILITY COSTS (A)	\$ 365.02		
T-03-08-712-170-21280	CHDO RESERVE (15%)	\$ 70,419.00		
T-03-08-712-170-21285	TENANT BASED RENTAL ASSISTANCE	\$ 80,000.00		
T-03-08-712-170-21286	HOMEBUYER ASSISTANCE	\$ 170,000.00		
T-03-08-712-170-21287	HOMEOWNER REHAB	\$ 110,095.00		
		\$ 1,690,733.00	\$	-

**CDBG BUDGET 2012-2013**

(RELEASED BY HUD 1/17/12)

		LIMITS ON	
		UP TO 20%	CD ADMIN
		UP TO 20%	WT ADMIN
		UP TO 15%	CD PUBLIC SERV
CD ALLOCATION	\$ 1,074,761.00		\$ 214,952.20
WASH TWP	\$ 146,512.00		\$ 29,302.40
<b>TOTAL BUDGET</b>	<b>\$ 1,221,273.00</b>		<b>\$ 161,214.15</b>
ADMIN COSTS MAX	\$ 214,952.20	PROGRAM COSTS	\$ 859,808.80
T-03-08-612-170-10301	ADMIN PAY	T-03-08-612-170-10101	PROGRAM PAY*
T-03-08-612-170-10305	BENEFIT WAIVER	T-03-08-612-170-10105	BENEFIT WAIVER
T-03-08-612-170-20215	PLANNING CONSULTANTS	T-03-08-612-170-20981	FICA*
T-03-08-612-170-20210	AUDIT	T-03-08-612-170-20217	ENGINEER/INSPECTION
T-03-08-612-170-20370	EQUIP SERVICE	T-03-08-612-170-21288	LEAD INSPECTION
T-03-08-612-170-20982	FACILITY COSTS		PROJECT DELIVERY
T-03-08-612-170-20994	FRINGE/HEALTH BENEFITS		
T-03-08-612-170-20275	PRINTING		*Does NOT include WT
T-03-08-612-170-20205	LEGAL ADVERTISE		
T-03-08-612-170-20410	OFFICE SUPPLIES		
T-03-08-612-170-20411	REPRODUCTION	PUBLIC SERVICES	
T-03-08-612-170-20652	COMPUTERS/PRINTERS	T-03-08-612-170-21231	Newfield Terrace CAO
T-03-08-612-170-20910	BOOKS/SUBSCRIP	T-03-08-612-170-21232	Genesis
T-03-08-612-170-20920	CONFERENCES	T-03-08-612-170-21233	GC Boys & Girls Club
T-03-08-612-170-20921	MEETINGS	T-03-08-612-170-21235	Food Bank of SJ
T-03-08-612-170-20970	TRAVEL	T-03-08-612-170-XXXXX	Center for Family Svcs - Together Youth
T-03-08-612-170-20981	FICA		TOTAL PUBLIC SVCS
	<b>TOTAL ADMIN COSTS</b>		<b>\$ 150,000.00</b>
		PUBLIC FACILITIES/HOUSING REHAB/ECONOMIC DEVELOPMENT	
		T-03-08-611-170-21300	REVOLVING LOAN
T-03-08-812-170-10301	Washington Twp Pay (A)		\$ 150,000.00
T-03-08-812-170-20981	Wash twp FICA (A)	T-03-08-611-170-21287	HOMEOWNER REHAB
T-03-08-812-170-20982	FACILITY COSTS		\$134,746.30
	<b>WASH TWP ADMIN TOTAL</b>	MUNICIPAL PROJECTS (5 PROJECTS)	
	\$ 29,302.40	T-03-08-612-170-21202	DEPTFORD (2 PROJECTS)
		T-03-08-612-170-21210	MANTUA
		T-03-08-612-170-21212	NATIONAL PARK
		T-03-08-612-170-21221	WESTVILLE
			<b>TOTAL MUNIC PROJECTS</b>
		T-03-08-812-170-21218	WASH TWP PROJ
			<b>\$117,209.60</b>

HOME BUDGET PY 2012-2013							
(RELEASED BY HUD 2/7/12 - with re-allocation)		\$ 469,460.00		ADMIN 10%LIMIT	\$ 46,946.00		
				CHDO Reserve @15%	70,419.00		
ADMIN COSTS MAX		46,946.00	PROGRAM COSTS		\$ 422,514.00		
T-03-08-711-170-10301	REGULAR PAY	\$ 32,239.27	T-03-08-711-170-21280	CHDO RESERVE (15%)	70,419.00		
T-03-08-711-170-10305	BENEFIT WAIVER	\$ 3,600.00	T-03-08-711-170-21286	HOMEBUYERS	170,000.00		
T-03-08-711-170-20981	FICA	\$ 2,741.70	T-03-08-711-170-21285	TBRA PROGRAM COST	72,000.00		
T-03-08-711-170-21285	TBRA 10% ADMIN	\$ 8,000.00	T-03-08-711-170-21287	REHAB	110,095.00		
	FACILITY COST	\$ 365.02					
				* REMOVED AFFORDABLE HOUSING FUNDS FOR FOR-PROFIT ENTITIES WOULD NEED TO AMEND ACTION PLAN			
	TOTAL	46,946.00		TOTAL	422,514.00		

2012/2013 GLOUCESTER COUNTY BUDGET -CDBG  
OTHER EXPENSE EXPLANATIONS

206 LEGAL ADVERTISING \$700

Citizen Participation regulations mandate public notices to be advertised in the County newspaper upon the planning of the 5-year Consolidated Action Plan, One Year Action Plan, and activity changes. A Notice of Findings is required to be advertised twice should projects affect the Flood plain. Any amendments to the Consolidated Plan must be advertised for a 30-day comment period before submission to the HUD field office. Also, the CDBG Division is the Gloucester Fair Housing agent and must advertise in all County and municipal newspapers every six months.

210 AUDIT \$5,000

CDBG's portion of the annual single audit performed by an outside agency for the County.

215 CONSULTANTS [PLANNING] \$35,000

The Consultant will provide assistance and recommendations to the CDBG and HOME programs in matters relating to the administration and execution of its programs as well as application of additional grant fund. Services to be provided will include but are not limited to:

- Training for new CDBG employees who will work with all municipalities on infrastructure projects, façade projects, HOME Program Community Housing Development Organizations (CHDO's), and construction of affordable housing units.
- HOME Tenant Based Assistance program reviews and training, negotiations and work with developers and monitoring to assure regulatory compliance.
- Assistance to the County in evaluation of technical/operating manuals and procedures, revision and updating in compliance with applicable regulations, executive orders, statutes, etc. This shall include Rehabilitation Policy and Procedural Documents, Labor Standards documents, contract terms and conditions for rehabilitation, construction, public services, and general administrative services, citizen participation compliance documents, etc.
- In preparation for the additional projects, and further technical services including subsidy layering analyses, the increased amount will cover the portion of technical services anticipated.

DEPARTMENT: ECONOMIC DEVELOPMENT

DEPARTMENT CODE 170

Submission Date: August 20, 2012

Form: C-2

Revision Date:

2012/2013 GLOUCESTER COUNTY BUDGET -CDBG  
OTHER EXPENSE EXPLANATIONS

275	<b>PRINTING</b>		\$300
		To print forms used in CDBG and HOME program daily activities. Forms include, but are not limited to, specification guidelines, program brochures, applications and manuals.	
370	<b>MACHINE MAINTENANCE</b>		\$5,000
		IKON Copier lease cost for one year @ \$412/month	
410	<b>OFFICE SUPPLIES</b>		\$1200
		General office supply purchases for staff of 4 CDBG employees plus shared supplies with Economic Development. Items include project management folders, calendars, printer cartridges, pens, pencils, etc. The project management folders utilized by CDBG as recommended by HUD and the consultants for better monitoring are more costly than those previously utilized.	
411	<b>REPRODUCTION SUPPLIES</b>		\$500
		The CDBG Division will supply the cost of paper for one Copy machine used by all Economic Development divisions @ \$27.75/case. Paper includes sizes of 8.5 x 11 and 11 x 14.	
652	<b>DATA PROCESSING/EQUIPMENT</b>		\$500
		Set aside costs for anticipated purchase and/or upgrade of computer equipment and software.	
910	<b>BOOKS/SUBSCRIPTIONS</b>		\$600
		The CDBG Division through HUD regulations must publish all CDBG and HOME Program activities in the chosen County newspaper, The Gloucester County Times. The CDBG Division covers the cost of the Gloucester County Times, Courier Post, and the Philadelphia Inquirer subscriptions for the year - approximate costs = \$140, \$130, and \$270 respectively.	

DEPARTMENT: ECONOMIC DEVELOPMENT

Form: C-2

DEPARTMENT CODE 170

Submission Date: August 20, 2012

Revision Date:

2012/2013 GLOUCESTER COUNTY BUDGET -CDBG  
OTHER EXPENSE EXPLANATIONS

920 CONFERENCES \$1,500

Cost of Leadership training sessions attended by the Director of Economic Development, usually out of state.

921 MEETINGS, MEMBERSHIPS, DUES \$1,500

Allocated to cover the cost of membership in NJ Urban County Community Development Association at a cost of \$800. The NJ Urban County Community Development Association (NJUCCDA) holds its annual conference in Atlantic City in June. The CDBG staff of five (including the fiscal manager) will attend workshops that are specific to their area of expertise at a cost of \$185 each.

970 TRAVEL \$787

Funds allocated for employee reimbursement for travel to out of area meeting, seminars, workshops, trainings and conferences. Travel expenses also consist of food, tolls and parking permits. Most places traveled to in the past year are Newark, Trenton, Pennsylvania and on occasion, local meetings.

981 FICA \$16,055

FICA Based on 7.65 % paid directly every pay period.

982 FACILITY COSTS \$26,500

These dollars will go toward maintenance/upkeep of space occupied at the Budd Boulevard Complex.

287 LEAD BASED PAINT \$10,000

Professional Services Contract to cover the costs of HUD mandated Lead Risk Assessment on owner occupied homes that receive CDBG assistance and were constructed prior to 1978.

DEPARTMENT: ECONOMIC DEVELOPMENT

Form: C-2

DEPARTMENT CODE 170

Submission Date: August 20, 2012

Revision Date:

2012/2013 GLOUCESTER COUNTY BUDGET -CDBG  
OTHER EXPENSE EXPLANATIONS

217 ENGINEERING/INSPECTION \$50,000

Professional Services Contract to cover the costs of engineering and inspection in the course of the Owner Occupied Rehabilitation Program in compliance with HUD regulations to ensure Housing Quality Standards.

974 FRINGE/HEALTH BENEFITS \$25,000

Allocated to offset county costs for CDBG staff. This is a decrease from 2009 in which HUD stimulus funding was available to cover more of the cost.

PUBLIC SERVICE PROJECTS \$150,000

Awards through competitive contracts made to 5 non-profit agencies providing educational and youth services to families and children representing low and moderate income.

MUNICIPAL PROJECTS \$250,000

Reflects awarded funds for 5 projects in 4 municipalities for public improvement activities benefiting low-moderate income service areas and individuals.

HOMEOWNER REHAB \$134,746

These funds are used to rehab owner occupied homes for low income families County-wide. Approximately 50 homes will be rehabbed.

ECONOMIC DEVELOPMENT- REVOLVING LOAN FUND \$150,000

Development of a Countywide Revolving Loan Program Strategy for business retention and attraction: This Loan Program can be targeted to new construction, additions, building renovations/reconditioning, signage and façade treatments and related amenities. All loans will be tied to the hiring or retention of low income persons.

DEPARTMENT: ECONOMIC DEVELOPMENT

DEPARTMENT CODE 170

Submission Date: August 20,2012

Revision Date:

BA

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE GLOUCESTER COUNTY BOYS AND GIRLS CLUB TO PROVIDE EDUCATIONAL SERVICES FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$30,000.00**

**WHEREAS**, the County is entitled to Community Development Block Grant Entitlement Funds under Title I of the Housing and Community Development Act of 1974 (hereinafter the "Act") to be used in conjunction with a Community Development Program, as specifically set forth in a 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 Program and in conjunction with its Application, has provided certain Assurances and Certifications to HUD as required by the Act and by HUD; and

**WHEREAS**, the County requested proposals via RFP 12-036 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that The Gloucester County Boys & Girls Club, with offices at 15 E. High Street, Glassboro, NJ 08028, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$30,000.00 from September 1, 2012 to August 31, 2013; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2013 is conditioned upon the approval of the 2013 Gloucester County Budget; and

**WHEREAS**, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the contract between the County of Gloucester and the Gloucester County Boys & Girls Club for the provision of Educational Programs for Children and to expand the current breadth of services relative to the Community Development Block Grant Program Public Services for a minimum contract amount of Zero and a maximum contract amount of \$30,000.00, from September 1, 2012 to August 31, 2013; and

**BE IT FURTHER RESOLVED** that prior to any purchase being made or service 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 purchase, identifying the line item from the County Budget out of which said funds will be paid.

**BE IT FURTHER RESOLVED** that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts 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, September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

B4

HUD GRANT NO: B-12-UC-34-0109  
AMOUNT: \$30,000.00  
GC AGREEMENT NO: CD-12-PS#1

**AGREEMENT  
FOR USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
BETWEEN  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
The Boys & Girls Club of Gloucester County**

**THIS AGREEMENT**, made and entered into on the 5<sup>th</sup> day of **September, 2012** 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 AND GIRLS CLUB OF GLOUCESTER COUNTY, 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 2012** 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 **PY2012/2013** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the BOYS AND GIRLS CLUB OF GLOUCESTER COUNTY for the implementation of activities determined to be CDBG eligible by the County; and

**WHEREAS**, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, 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 it CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than August 31, 2012.

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

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

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

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

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

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

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

6. Record Keeping/Reporting

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **August 31, 2012**.
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. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. **PERFORMANCE**

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

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

Boys & Girls Club of Gloucester County

COUNTY OF GLOUCESTER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Typed Name/Title)

By: **Robert M. Damming**, Freholder Director  
(Typed Name/Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Typed Name/Title)

By: **ROBERT N. DILLELLA**, Clerk of the Board  
(Typed Name/Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Resolution dated:

Approved by Resolution dated:

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**EXHIBIT 1**  
**CERTIFICATIONS**

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## EXHIBIT 1

### COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

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

- (n) To the best of its knowledge and belief:
1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
  2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
  3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;
- (o) It will or will continue to provide a drug-free workplace by:
1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  2. Establishing an ongoing drug-free awareness program to inform employees about-
    - (a) The dangers of drug abuse in the workplace;
    - (b) The grantee's policy of maintaining a drug-free workplace;
    - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
    - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 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 Club of Gloucester County**  
 PO Box 742  
 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: **The Boys & Girls Club of Gloucester County**  
Activity Name: **Boys & Girls Club**  
Activity Number: **CD-12-PS#1**

### **ACTIVITY DESCRIPTION**

The total **PY 2012/2013 CDBG** budget for this activity shall not exceed **\$30,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2013**.

The Boys & Girls Club of Gloucester County is requesting funding assistance to help with "Expansion of Services". The agency's mission is to inspire and enable all young people, especially those that need the most assistance in reaching their full potential as responsible, productive, caring adults. The Boys & Girls clubs of Gloucester County will serve the entire County but its current membership is primarily Glassboro, Paulsboro and expanding to Woodbury. Boys & Girls Clubs of Gloucester County has been the forefront of youth development, working with young people from disadvantaged economic, social and family circumstances. The Gloucester County YSC data indicates the need for the expansion of services into the Woodbury community with a new location accessible to all children and the expansion of space at the Paulsboro location to create a Teen Center. Woodbury has expressed a need for a Boys & Girls Club due to limited programs for youth 6-12 and almost no non school program for 13-17 year old and more than 50% of the population is below the poverty line as per school data. The teen center anticipates to serve 50 teens per day at the start of the program, build an average daily attendance to 75 additional teens and 200 additional teen youth. In the Woodbury expansion, they anticipate a membership of 40 youth and an annual membership of 160 after one year.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEWFIELD TERRACE  
COMMUNITY ACTION ORGANIZATION TO PROVIDE PROFESSIONAL  
EDUCATIONAL SERVICES FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013  
IN AN AMOUNT NOT TO EXCEED \$10,000.00**

**WHEREAS**, the County is entitled to Community Development Block Grant Entitlement Funds under Title I of the Housing and Community Development Act of 1974 (hereinafter the "Act") to be used in conjunction with a Community Development Program, as specifically set forth in a 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 Program and in conjunction with its Application, has provided certain Assurances and Certifications to HUD as required by the Act and by HUD; and

**WHEREAS**, the County requested proposals via RFP 012-036 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Newfield Terrace Community Action Organization, with offices at 126 New Jersey Avenue, Newfield NJ 08344, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$10,000.00 for the term beginning September 1, 2012 and terminating August 31, 2013; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County Budget; and

**WHEREAS**, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the contract between the County of Gloucester and the Newfield Terrace Community Action Organization for the provision of Educational Programs for Children relative to the Community Development Block Grant Program Public Services for a minimum contract amount of Zero and a maximum contract amount of \$10,000.00, from September 1, 2012 to August 31, 2013; and

**BE IT FURTHER RESOLVED** that prior to any purchase being made or service 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 purchase, identifying the line item from the County Budget out of which said funds will be paid.

**BE IT FURTHER RESOLVED** that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts 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, September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

HUD GRANT NO: B-12-UC-34-0109  
AMOUNT: \$10,000.00  
GC AGREEMENT NO: CD-12-PS#3

**AGREEMENT  
FOR USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
BETWEEN  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
Newfield Terrace Community Action Organization**

**THIS AGREEMENT**, made and entered into on the 5<sup>th</sup> day of **September, 2012** by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and the NEWFIELD TERRACE COMMUNITY ACTION ORGANIZATION, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a **FFY 2012** 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 **PY2012/2013** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the NEWFIELD TERRACE COMMUNITY ACTION ORGANIZATION for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than August 31, 2013.

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

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

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

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

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

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

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

6. Record Keeping/Reporting

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **August 31, 2013**.
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. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. **PERFORMANCE**

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

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

Newfield Terrace Community Action Organization

COUNTY OF GLOUCESTER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Typed Name/Title)

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Typed Name/Title)

By: **ROBERT N. DILLELLA, 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 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-L.L.L, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

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

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

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

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

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

GLOUCESTER COUNTY, NEW JERSEY

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

\_\_\_\_\_  
**Signature – President**

\_\_\_\_\_  
**Typed Name – President**

\_\_\_\_\_  
Date

**ATTEST:**

\_\_\_\_\_  
**Signature of Person Attesting Signature by President**

\_\_\_\_\_  
**Typed Name – Person Attesting Signature by President**

\_\_\_\_\_  
**Title – Person Attesting Signature by President**

\_\_\_\_\_  
**Date of Attesting Person's Signature**

## APPENDIX TO CDBG CERTIFICATIONS

### INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

#### A. Lobbying Certification – Paragraph n

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

#### B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

**EXHIBIT 2**

**SCOPE OF SERVICES**

## **EXHIBIT 2**

### **SCOPE OF SERVICES**

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

Agency: **Newfield Terrace Community Action Organization**  
Activity Name: **Youth Program**  
Activity Number: **CD-12-PS#3**

### **ACTIVITY DESCRIPTION**

The total **PY 2012/2013 CDBG** budget for this activity shall not exceed **\$10,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2013**.

Newfield Terrace Community Action Organization is a private non-profit and Community based organization located at the Newfield Terrace Community Center in Gloucester County's Township of Franklin. The program has been established to provide youth ages 6 to 18 with positive educational enrichment to the stimulation they receive during the regular school day, thereby enhancing their total knowledge and behavioral attitudes. Newfield Terrace Community Action Organization provides structured after-school programs featuring educational, technology, social and recreational programs that provide alternatives to the threat of drugs and gang-related activities. The program is an academic extension of the school day beginning at 3:30 p.m. and ending at 6:30 p.m. Monday through Friday. They have approximately 25 children of all ages that take advantage of the after school program. The program also schedules a "lock-in" from 6pm to 11pm on the weekends, once a month. The activities consist of music, food and games and require that someone (parent or guardian) drop off and pick the children up. Newfield Terrace is requesting funding for expenses related to the operation of the youth program for materials, maintenance, utilities and fees. The term of this agreement is September 1, 2012 through August 31, 2013.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

BL

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE GLASSBORO PUBLIC SCHOOLS "GENESIS" PROGRAM TO PROVIDE PROFESSIONAL EDUCATIONAL SERVICES FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$50,000.00**

**WHEREAS**, the County is entitled to Community Development Block Grant Entitlement Funds under the Title I of the Housing and Community Development Act of 1974 (hereinafter "the Act") to be used in conjunction with a Community Development Program, as specifically set forth in a 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 Program and in conjunction with its Application, has provided certain Assurances and Certifications to HUD as required by the Act and by HUD; and

**WHEREAS**, the County requested proposals via RFP 012-036 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that The Glassboro Public Schools "Genesis" Program, with offices at George Beach Administration Building, 560 Joseph Bowe Boulevard, Glassboro, NJ 08028, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$50,000.00 from September 1, 2012 to August 31, 2013; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County Budget; and

**WHEREAS**, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the contract between the County of Gloucester and the Glassboro Board of Education "Genesis" Program for the provision of Educational Programs for Children relative to the Community Development Block Grant Program Public Services for a minimum contract amount of Zero and a maximum contract amount of \$50,000.00, from September 1, 2012 to August 31, 2013; and

**BE IT FURTHER RESOLVED** that prior to any purchase being made or service 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 purchase, identifying the line item from the County Budget out of which said funds will be paid.

**BE IT FURTHER RESOLVED** that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts 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, September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

B6

HUD GRANT NO: B-12-UC-34-0109  
AMOUNT: \$50,000.00  
GC AGREEMENT NO: CD-12-PS#2

**AGREEMENT  
FOR USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
BETWEEN  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
Glassboro Public Schools "Genesis" Program**

**THIS AGREEMENT**, made and entered into on the 5<sup>th</sup> day of **September, 2012** 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 GLASSBORO BOARD OF EDUCATION "GENESIS" PROGRAM, 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 2012** 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 **PY2012/2013** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the GLASSBORO BOARD OF EDUCATION "GENESIS" PROGRAM for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than August 31, 2013.

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

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

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

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

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

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

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

6. Record Keeping/Reporting

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **August 31, 2013**.
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. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. **PERFORMANCE**

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

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

Glassboro Public Schools "Genesis" Program

COUNTY OF GLOUCESTER

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Typed Name/Title)

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

BY: \_\_\_\_\_  
(Typed Name/Title)

By: **ROBERT N. DILLELLA**, Clerk of the Board  
(Typed Name/Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by Resolution dated:

Approved by Resolution dated:

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**EXHIBIT 1**  
**CERTIFICATIONS**

## EXHIBIT 1

### COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

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

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

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

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

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

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

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

**Glassboro Public Schools "Genesis" Program**  
 J. Harvey Rodgers  
 301 Georgetown 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: **Glassboro Public Schools "Genesis" Program**  
Activity Name: **"Genesis" Program**  
Activity Number: **CD-12-PS#2**

### **ACTIVITY DESCRIPTION**

The total PY 2012/2013 CDBG budget for this activity shall not exceed **\$50,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2013**.

Genesis is program to enhance learning and learning readiness for socio-economically disadvantaged children and their parents. Since its inception, the program focused on children and parents from birth to 5 years old. This past year the program was evaluated and it was determined that more children throughout the Borough who also live in public assisted housing living at or below the poverty level, can benefit from Genesis if the program was restructured and relocated. So starting this September, the Genesis Program will be conducted out of the J. Harvey Rodgers school and will only accept 3 year olds. This change will directly impact up to 30 three year olds throughout the Borough increasing its audience by approximately 60%. The program will offer an AM and PM Preschool program, 5 days a week. In addition, the instructional coaches will provide training to parents in methods to better support this learning for their children at home. The Parent Institute, new to this proposal in the upcoming year, will provide programs in the evening to parents designed to enhance their capability to impact their child's learning in many inter-related areas such as phonics, reading, numeration, comprehension, nutrition, character education, problem solving, and physical wellness. The term of this agreement is September 1, 2012 through August 31, 2013.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE CENTER FOR FAMILY SERVICES TO PROVIDE PROFESSIONAL YOUTH AND CHILDCARE SERVICES FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$20,000.00**

**WHEREAS**, the County is entitled to Community Development Block Grant Entitlement Funds under Title I of the Housing and Community Development Act of 1974 (hereinafter the "Act") to be used in conjunction with a Community Development Program, as specifically set forth in a 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 Program and in conjunction with its Application, has provided certain Assurances and Certifications to HUD as required by the Act and by HUD; and

**WHEREAS**, the County requested proposals via RFP 012-036 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that Center for Family Services, with offices at 584 Benson Street, Camden NJ 08103, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$20,000.00 from September 1, 2012 to August 31, 2013; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County Budget; and

**WHEREAS**, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the agreement between the County of Gloucester and the Center for Family Services for the provision of Youth and Childcare Services relative to the Community Development Block Grant Program Public Services for a minimum contract amount of Zero and a maximum contract amount of \$20,000.00, from September 1, 2012 to August 31, 2013; and

**BE IT FURTHER RESOLVED** that prior to any purchase being made or service 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 purchase, identifying the line item from the County Budget out of which said funds will be paid.

**BE IT FURTHER RESOLVED** that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts 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, September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

HUD GRANT NO: B-12-UC-34-0109  
AMOUNT: \$20,000.00  
GC AGREEMENT NO: CD-12-PS#5

**AGREEMENT  
FOR USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
BETWEEN  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
Center for Family Services**

**THIS AGREEMENT**, made and entered into on the 5<sup>th</sup> day of **September, 2012** 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 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 2012** 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 **PY2012/2013** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the CENTER FOR FAMILY SERVICES for the implementation of activities determined to be CDBG eligible by the County; and

**WHEREAS**, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Lease Agreement requirements included as Exhibit 4, if applicable; and, with the property use requirements included as Exhibit 5, 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 it CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than August 31, 2013.

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

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

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

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

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

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

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

6. Record Keeping/Reporting

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

7. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
  
8. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
  
9. Indemnification – The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient.  
  
The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.
  
10. Compliance with Laws and Regulations – County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement.
  
11. Insurance – At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
  
12. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
  
13. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and

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

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

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

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

19. Termination Date – The termination date of this Agreement is **August 31, 2013**.
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. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. **PERFORMANCE**

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

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

Center for Family Services

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: **ROBERT N. DILLELLA, 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)**

**Center for Family Services  
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**  
Activity Name: **Together Youth Shelter**  
Activity Number: **CD-12-PS#5**

### **ACTIVITY DESCRIPTION**

The total **PY 2012/2013 CDBG** budget for this activity shall not exceed **\$20,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2013**.

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

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

B8

**RESOLUTION AUTHORIZING AN AGREEMENT WITH THE FOOD BANK OF SOUTH JERSEY TO PROVIDE NUTRITIONAL PROGRAMS FOR CHILDREN FROM SEPTEMBER 1, 2012 TO AUGUST 31, 2013 IN AN AMOUNT NOT TO EXCEED \$40,000.00**

**WHEREAS**, the County is entitled to Community Development Block Grant Entitlement Funds under Title I of the Housing and Community Development Act of 1974 (hereinafter the "Act") to be used in conjunction with a Community Development Program, as specifically set forth in a 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 Program, and in conjunction with its Application, has provided certain Assurances and Certifications to HUD as required by the Act and by HUD; and

**WHEREAS**, the County requested proposals via RFP 12-036 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that The Food Bank of South Jersey, with offices at 1501 John Tipton Blvd, Pennsauken, NJ 08110, made the most advantageous proposal; and

**WHEREAS**, the contract shall be for estimated units of service, on an as-needed basis, with a minimum contract amount of Zero and a maximum contract amount of \$40,000.00 for the term beginning September 1, 2012 and terminating August 31, 2013; therefore, this contract is open ended, which does not obligate the County of Gloucester to make any purchase; thereby, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County Budget; and

**WHEREAS**, this contract may be awarded pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in accordance with N.J.S.A. 40A:11-5(a)(i), in that the subject matter of the contract is for the provision of professional services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute the contract between the County of Gloucester and the Food Bank of South Jersey for the provision of Nutritional Programs for Children relative to the Community Development Block Grant Program for a minimum contract amount of Zero and a maximum contract amount of \$40,000.00, for the period beginning September 1, 2012 and concluding August 31, 2013; and

**BE IT FURTHER RESOLVED** that prior to any purchase being made or service 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 purchase, identifying the line item from the County Budget out of which said funds will be paid.

**BE IT FURTHER RESOLVED** that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and that this Resolution and the contract are on file and available for public inspection in the office of the Clerk of Gloucester County, shall be published once in the Gloucester County Times pursuant to the requirements of the Local Public Contracts 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, September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

B8

HUD GRANT NO: B-12-UC-34-0109  
AMOUNT: \$40,000.00  
GC AGREEMENT NO: CD-12-PS#4

**AGREEMENT  
FOR USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
BETWEEN  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
Food Bank of South Jersey**

**THIS AGREEMENT**, made and entered into on the 5<sup>th</sup> day of **September, 2012** by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and the FOOD BANK OF SOUTH JERSEY, 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 2012** 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 **PY2012/2013** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the FOOD BANK OF SOUTH JERSEY for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. Use of Funds – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than August 31, 2013.

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

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

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

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

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

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

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

6. Record Keeping/Reporting

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

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

19. Termination Date – The termination date of this Agreement is **August 31, 2013**.

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

23. **PERFORMANCE**

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

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

**Food Bank of South Jersey**

**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: **ROBERT N. DILLELLA, Clerk of the Board**  
(Typed Name/Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by Resolution dated:**

**Approved by Resolution dated:**

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 1**  
**CERTIFICATIONS**

## EXHIBIT 1

### COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

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

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

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

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

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

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

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

**Food Bank of South Jersey**  
 1501 Tipton Blvd  
 Pennsauken, NJ 08110

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**  
Activity Name: **Kids Café, KidzPack & Cooking Matters**  
Activity Number: **CD-12-PS#4**

### **ACTIVITY DESCRIPTION**

The total **PY 2012/2013 CDBG** budget for this activity shall not exceed **\$40,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2013**.

The Food Bank of SJ is a non-profit and Community based organization which will offer 3 nutrition programs, KidzCafe, KidzPak and Cooking Matters 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 are at the Paulsboro Boys and Girls Club, Glassboro Boys and Girls Club, Repauno Child Development Center, Gloucester County YMCA, and Clayton Place. The Food Bank of SJ with its nutritional programs KidzCafe and KidzPak serve approximately 680 children and that number continues to climb due to the growing number of food insecure children living in Gloucester County living on or below the federal poverty level.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

B9

**RESOLUTION AUTHORIZING THE EXECUTION OF HUD FORMS NECESSARY TO OBTAIN FUNDING IN THE AMOUNT OF \$50,000.00 TO FACILITATE THE CONSTRUCTION OF AN ELEVATOR AT THE NEW MUNICIPAL BUILDING IN WESTVILLE AND \$25,000.00 TO RECONSTRUCT THE MT. ZION AME CHURCH IN WOOLWICH**

**WHEREAS**, The Board of Chosen Freeholders of the County of Gloucester seek funding for two projects from the Department of Housing and Urban Development (HUD); the first is the construction of an elevator in the new municipal building in the Borough of Westville which will allow full public access to the building and the second is assistance to HELP Inc. (a Non-profit Historical Preservation) for the reconstruction of Mt. Zion AME Church in Woolwich Township which has state and federal designation as an "underground railroad site"; and

**WHEREAS**, the County of Gloucester through the Department of Economic Development manages and coordinates the implementation of certain HUD programs to benefit the residents of Gloucester County; and

**WHEREAS**, in accordance with federal regulations certain procedures must be adhered to and specific forms executed prior to HUD evaluating the request for release of funding for these two projects including the Request for Release of Funds and Certification (Form 7015.15); and

**WHEREAS**, the approval of this request is conditioned upon all other HUD requirements being met.

**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 are hereby authorized to execute (2) HUD Forms 7015.15 (Request for Release of Funds and Certification) and any other necessary documentation relevant to obtaining funding in the amount of \$50,000 for the construction of an elevator at the new municipal building in the Borough of Westville which will allow full public access to the building and \$25,000 to assist HELP Inc. (Non-profit Historical Preservation) in the reconstruction of Mt. Zion AME Church.

**ADOPTED**, at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

BA9

OMB No. 2506-0087  
(exp. 11/30/2004)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

**Part I. Program Description and Request for Release of Funds (to be completed by Responsible Entity)**

1. Program Title(s) FY2012 CDBG Program Annual Action Plan	2. HUD/State Identification Number B-12-UC-34-0109	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14-218	5. Name and address of responsible entity County of Gloucester County Complex 115 Budd Blvd. West Deptford, NJ 08096	
6. For information about this request, contact (name & phone number) Christina Moran, Division Head, Division of Housing and Community Development (856-384-6867)	7. Name and address of recipient (if different than responsible entity)	
8. HUD or State Agency and office unit to receive request Newark Area Office US Dept of Housing & Urban Development		

**The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following**

9. Program Activity(ies)/Project Name(s)  <b>2012-5r Public Facilities: Borough of Westville – Construction of an Elevation in new Municipal Office Building</b>	10. Location (Street address, city, county, State)  Gloucester County - Countywide
--	--

11. Program Activity/Project Description

**2012-5r Public Facilities: Borough of Westville – Construction of an Elevation in new Municipal Office Building**

The Borough has purchased a building in the Downtown Business District that will house the Municipal Offices, Court and Court Offices, Council Chambers and the Police Department. To allow the public full access to all municipal services the construction of an elevator is necessary.

Project Site: 165 Broadway and Delsea Drive, Westville, NJ

CDBG funds: \$50,000

*Note: All other FY 2012 CDBG activities are classified as Exempt or Categorically Excluded Subject to NEPA that upon examination did not trigger any environmental findings and reverted to Exempt.*

**Part 2. Environmental Certification (to be completed by responsible entity)**

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with, Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer Freeholder Director
	Date signed September 6, 2012
x Robert M. Damminger Address of Certifying Officer County of Gloucester County Complex, 115 Budd Blvd. West Deptford, NJ 08096	

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part I and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
	Date signed
X	

**Warning:** HUD will prosecute false claims and statements. Convictions may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

# Request for Release of Funds and Certification

U.S. Department of Housing and Urban Development  
Office of Community Planning and Development

B9

OMB No. 2506-0087  
(exp. 11/30/2004)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

**Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)**

1. Program Title(s) FY2011 CDBG Program Annual Action Plan	2. HUD/State Identification Number B-11-UC-34-0109	3. Recipient Identification Number (optional)
4. OMB Catalog Number(s) 14-218	5. Name and address of responsible entity County of Gloucester County Complex 115 Budd Blvd. West Deptford, NJ 08096	
6. For information about this request, contact (name & phone number) Christina Moran, Division Head, Division of Housing and Community Development (856-384-6867)		
8. HUD or State Agency and office unit to receive request Newark Area Office US Dept of Housing & Urban Development	7. Name and address of recipient (if different than responsible entity)	

**The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following**

9. Program Activity(ies)/Project Name(s) <b>2011 CDBG Non-Profit Historic Preservation: HELP, Inc. – Restoration of Mt. Zion AME Church</b>	10. Location (Street address, city, county, State) Gloucester County - Countywide
--	--

11. Program Activity/Project Description

**2011 CDBG Non-Profit Historic Preservation: HELP, Inc. – Restoration of Mt. Zion AME Church**

The County proposes to assist HELP, Inc. complete the roof restoration to the Mt. Zion AME Church. This designated State and Federal historic structure is considered an "Underground Railroad Site". Project Site: Mt. Zion AME Church, 172 Garwin Road, Woolwich, Township Census Tract 5022.00, BG 1)  
CDBG funds: \$25,000

*Note: All other 2011 CDBG activities are classified as Exempt or Categorical Excluded Subject to NEPA that upon examination did not trigger any environmental findings and reverted to Exempt.*

**Part 2. Environmental Certification (to be completed by responsible entity)**

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with, Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did  did not require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity	Title of Certifying Officer Freeholder Director
x Robert M. Damminger	Date signed September 6, 2012
Address of Certifying Officer County of Gloucester County Complex, 115 Budd Blvd. West Deptford, NJ 08096	

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part I and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient	Title of Authorized Officer
X	Date signed

**Warning:** HUD will prosecute false claims and statements. Convictions may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

**RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT WITH  
MALIA AUTO BODY COLLISION EXPERTS FOR VEHICLE COLLISION REPAIR  
SERVICES FOR A TWO (2) YEAR PERIOD FROM SEPTEMBER 5, 2012 TO  
SEPTEMBER 4, 2014 IN THE AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously entered into a contract with Malia Auto Body Collision Experts (hereinafter "Malia"), with offices at 1717 N. Tuckahoe Rd., Williamstown, NJ 08094, for collision repair services on County vehicles, as per Bid PD 11-043 (hereinafter the "Contract"); and

**WHEREAS**, the Contract provides for an extension, at the option of the County, for an additional two (2) year period; and

**WHEREAS**, the County's Purchasing Agent, and County's Public Works Department, has recommended that the option to extend the Contract be exercised, extending the term for two (2) years beginning September 5, 2012 to September 4, 2014 for an amount not to exceed \$30,000.00 per year; and

**WHEREAS**, the Contract is open ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required regarding the extension at this time; and

**WHEREAS**, continuation of the Contract beyond December 31, 2012 is conditioned upon the approval of the 2013 County Budget; and

**WHEREAS**, all other terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its option to extend its aforesaid contract with Malia for collision repair services on County vehicles for a two (2) year period commencing September 5, 2012 and concluding September 4, 2014, as per the Contract, for an amount not to exceed \$30,000.00 per year; so that the County's Purchasing Agent is hereby directed to inform Malia of the extension; and,

**BE IT FURTHER RESOLVED** that before any purchase be made pursuant to the Contract, that a certification shall be obtained from the Purchasing Agent of the County 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 and State of New Jersey held on Wednesday, September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

B10

PD 011-043		
Bid Opening 7/8/2011 10:00am		
SPECIFICATIONS AND PROPOSAL FORM COVERING VEHICLE COLLISION REPAIRS FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT SYSTEM NUMBERS CK-01-GC & 16GLCP		
VENDOR: Malia Auto Body Collision Experts 1717 N. Tuckahoe Rd. Williamstown, NJ 08094 Joanne Malja - President 856 629-8809 856 629-8533 Fax		VENDOR: Rocco's Collision Center Inc. 412 Delsea Dr. Sewell, NJ 08080 Mark Cipparone - President 856 256-0444 856 256-1444 Fax
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>CARS AND LIGHT TRUCKS PER HOUR</b>
1	BODY LABOR	\$37.00
2	PAINT LABOR	\$37.00
3	PAINT SUPPLIES LABOR	\$17.00
4	DISCOUNT FROM PRICES FOR PARTS IN THE MOTOR CRASH ESTIMATING GUIDE	5%
	Variations: (if any)	NONE
THE PERIOD OF THE CONTRACT SHALL BE FOR ONE (1) YEAR FROM DATE OF AWARD WITH AN OPTION TO EXTEND THE CONTRACT FOR ONE (1) TWO YEAR PERIOD OR TWO (2) ONE YEAR PERIODS		
Will you extend your prices to local government entities within the County		
		YES
Bid specifications sent to:		
		Prime Vendor Inc.
Based upon bids received I recommend the bid be awarded to Malia Auto Body Collision Experts for cars and light trucks as the lowest responsive responsible bidder. No Bids were received for Trucks 1 ton and greater.		
Sincerely,		
		Robert J. McErlane
		Assistant Purchasing Agent

B10

TO BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON JULY 8, 2011 AT 10:00 AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY BUILDING, 2nd FLOOR, 2 S. BROAD ST., WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES SPECIFIED BELOW:

ITEM #	DESCRIPTION	PRICE
1. LABOR CHARGES FOR COLLISION REPAIRS FOR CARS & LIGHT TRUCKS UP TO ¼ TON		
	(A) BODY LABOR	\$ <u>37.00</u> /HR
	(B) PAINT LABOR	\$ <u>37.00</u> /HR
	(C) PAINT SUPPLIES	\$ <u>17.00</u> /HR
DISCOUNT FROM PRICES FOR PARTS IN THE MOTOR CRASH ESTIMATING GUIDE:		<u>5</u> % DISCOUNT
2. LABOR CHARGES FOR COLLISION REPAIRS FOR TRUCKS 1 TON & GREATER		
	(A) BODY LABOR	\$ <u>0</u> /HR
	(B) PAINT LABOR	\$ <u>0</u> /HR
	(C) PAINT SUPPLIES	\$ <u>0</u> /HR
DISCOUNT FROM PRICES FOR PARTS IN THE MOTOR CRASH ESTIMATING GUIDE:		<u>0</u> % DISCOUNT

**NOTE TO BIDDERS:**

(1) FOR BID EVALUATION PURPOSES ONLY, THE COUNTY WILL USE THE FOLLOWING ANNUAL ESTIMATES TO DETERMINE THE OVERALL LOW BIDDER FOR THE ABOVE ITEMS:

- 400 HOURS BODY LABOR
- 200 HOURS PAINT LABOR
- 200 HOURS PAINT SUPPLIES LABOR
- PRICE OF PARTS: \$ 10,000.00

(2) A COPY OF YOUR NEW JERSEY LICENSE FOR PERFORMING COLLISION REPAIR WORK MUST ACCOMPANY THE BID.

VARIATIONS: NONE

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**SIGNATURE PAGE**

SIGNED: 

NAME: Joanne Malia  
(PRINTED OR TYPED)

TITLE: President

DATE: 7/7/2011

COMPANY: Malia Auto Body Collision Experts

ADDRESS: 1717 N. Tuckahoe Rd  
Williamstown, NJ 08094

TELE #: 856-629-8809

FAX #: 856-629-8533

Bill

**RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT WITH SOUTH JERSEY TRUCK REPAIRS FOR VEHICLE COLLISION REPAIR SERVICES FOR A TWO (2) YEAR PERIOD FROM SEPTEMBER 5, 2012 TO SEPTEMBER 4, 2014 IN THE AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously entered into a contract with South Jersey Truck Repairs (hereinafter "South Jersey Truck"), with offices at 500 Cenco Blvd, Clayton, NJ 08312, for vehicle collision repair services on County vehicles one (1) ton and greater, as per Bid PD 11-047 (hereinafter the "Contract"); and

**WHEREAS**, the Contract provides for an extension, at the option of the County, for an additional two (2) year period; and

**WHEREAS**, the County's Purchasing Agent, and County's Public Works Department, has recommended that the option to extend the Contract be exercised, extending the term for two (2) years from September 5, 2012 to September 4, 2014 for an amount not to exceed \$30,000.00 per year; and

**WHEREAS**, the Contract is open ended, which does not obligate the County to make any purchase; and, therefore, no Certificate of Availability of Funds is required regarding the extension at this time; and

**WHEREAS**, continuation of the Contract beyond December 31, 2012 is conditioned upon the approval of the 2013 County Budget; and

**WHEREAS**, all other terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby exercise its option to extend its aforesaid contract with South Jersey Truck for vehicle collision repair services on County vehicles one (1) ton and greater for a two (2) year period commencing September 5, 2012, and ending September 4, 2014, as per the Contract, for an amount not to exceed \$30,000.00 per year; so that the County's Purchasing Agent is hereby directed to inform South Jersey Truck of the extension; and,

**BE IT FURTHER RESOLVED** that before any purchase be made pursuant to the Contract, that a certification shall be obtained from the Purchasing Agent of the County 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 and State of New Jersey held on September 5, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

BH

	<p>PD 011-047                  Bid Opening 8/4/2011 10:00am</p>	
	<p>SPECIFICATIONS AND PROPOSAL FORM COVERING                  HEAVY DUTY TRUCK COLLISION REPAIRS FOR THE                  COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN                  THE COUNTY AS ALLOWED THROUGH THE COUNTY                  CONTRACT SYSTEM NUMBERS CK-01-GC &amp; 16GLCP</p>	<p>VENDOR:                  South Jersey Truck Repairs                  500 Cenco Blvd.                  Clayton NJ 08312                  Bob Woodson Owner/Pres.                  856 442-0850                  856 442-0853 Fax</p>
		<p>VENDOR:                  Belimawr Collision Center                  60 West Clements Bridge Rd.                  Runnemede NJ 08078                  Lorrie DeFrates Pres.                  856 939-4000                  856 937-9220</p>
<p><b>ITEM</b></p>	<p><b>DESCRIPTION</b></p>	<p><b>COLLISION REPAIRS FOR TRUCKS                  1 TON AND GREATER</b></p>
<p>1</p>	<p>BODY LABOR</p>	<p>\$55.00 Hour</p>
<p>2</p>	<p>PAINT LABOR</p>	<p>\$55.00 Hour</p>
<p>3</p>	<p>PAINT SUPPLIES LABOR</p>	<p>\$27.00 Hour</p>
<p>4</p>	<p>DISCOUNT FROM PRICES FOR PARTS IN THE                  MOTOR CRASH ESTIMATING GUIDE</p>	<p>10%</p>
	<p>Variations: (if any)</p>	<p>NONE</p>
	<p>THE PERIOD OF THE CONTRACT SHALL BE FOR ONE (1) YEAR FROM DATE OF AWARD WITH AN OPTION TO EXTEND THE                  CONTRACT FOR ONE (1) TWO YEAR PERIOD OR TWO (2) ONE YEAR PERIODS</p>	<p>NONE</p>
	<p>Will you extend your prices to local government                  entities within the County</p>	<p>YES</p>
	<p>Bid specifications sent to:</p>	<p>H.A. Dehart &amp; Son</p>
	<p>Based upon bids received I recommend a contract be awarded to South Jersey Truck Repairs for trucks 1 ton and greater                  as the lowest responsive responsible bidder.</p>	<p>NO ANSWER</p>
		<p>Sincerely,</p>
		<p>Robert J. McErlane                  Assistant Purchasing Agent</p>

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TO BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

GENTLEMEN:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE PROJECT, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC ON AUGUST 4, 2011 AT 10:00 AM, LOCAL TIME, AT THE OFFICE OF THE PURCHASING AGENT, COUNTY BUILDING, 2nd FLOOR, 2 S. BROAD ST., WOODBURY, NJ 08096.

THE BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE PRESCRIBED SPECIFICATIONS AT THE PRICES SPECIFIED BELOW:

1 LABOR CHARGES FOR COLLISION REPAIRS FOR TRUCKS 1 TON & GREATER

- (A) BODY LABOR \$ 55 /HR
- (B) PAINT LABOR \$ 55 /HR
- (C) PAINT SUPPLIES \$ 27 /HR

DISCOUNT FROM PRICES FOR PARTS IN THE MOTOR CRASH ESTIMATING GUIDE: 10 % DISCOUNT

**NOTE TO BIDDERS:**

(1) FOR BID EVALUATION PURPOSES ONLY, THE COUNTY WILL USE THE FOLLOWING ANNUAL ESTIMATES TO DETERMINE THE OVERALL LOW BIDDER FOR THE ABOVE ITEMS:

- 400 HOURS BODY LABOR
- 200 HOURS PAINT LABOR
- 200 HOURS PAINT SUPPLIES LABOR
- PRICE OF PARTS: \$ 10,000.00

(2) A COPY OF YOUR NEW JERSEY LICENSE FOR PERFORMING COLLISION REPAIR WORK MUST ACCOMPANY THE BID.

VARIATIONS: \_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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*Robert Woodson*

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SIGNATURE PAGE

SIGNED: Robert Woodson COMPANY: South Jersey Truck Repairs, LLC  
NAME: Robert Woodson ADDRESS: 500 Cenco Blvd.  
(PRINTED OR TYPED) Clayton, NJ 08312  
TITLE: Owner TELE #: (856) 442-0850  
DATE: 7-28-2011 FAX #: (856) 442-0853