

**MINUTES**

7:30 p.m. Wednesday, November 7, 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

Approval of the regular minutes from October 17, 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

47037 Proclamation recognition of GC 4-H Equestrian Team - 2012 Overall Grand Champion in the Games Division and Overall Reserve Champions in the Dressage, English and Western Divisions (to be Presented) (Taliaferro)

47038 Proclamation recognizing the Elliot G. Heard, Jr. Memorial Fund, Inc. – 2012 Upstream Navigator Award Recipients (to be presented at a later date) (Taliaferro)

47039 Proclamation in recognition of the 1<sup>st</sup> Anniversary of the South Jersey Journal (previously presented) (Taliaferro)

47040 Proclamation Honoring GCBA Award recipients: Milton “Bud” Reuter - Distinguished Service to Agriculture and Robert M. Damminger, Freeholder Director – Special Service to Agriculture (previously presented) (Taliaferro)

47041 Proclamation to Honor John Lee Weatherby. John distinguished himself by earning the “Rank of Eagle Scout” the highest award offered by the Boys Scouts of America (previously presented) (Chila)

47042 Proclamation recognizing Kathy Marshall as State President, Ladies Auxiliary, Department of New Jersey Veterans of Foreign Wars for her outstanding longtime service to the Veterans of Foreign Wars and the Ladies Auxiliary (previously presented) (Chila)

47043 Proclamation to Honor and Welcome home Private First Class Justin Coneen from his deployment in Afghanistan on Saturday, October 13, 2012 (previously presented) (Chila)

47044 Proclamation in recognition of the dedication of the Westville Light of the Missing (previously presented) (Chila)

47045 Proclamation to recognize and congratulate Berrios and Son Grocery in celebration of their 50<sup>th</sup> Anniversary (previously presented) (Chila)

47046 Proclamation proclaiming January 11, 2013 as Human Trafficking Awareness Day; the Committee on Missing and Abused Children will make Human Trafficking the focus of their fall workshop on 11/7/2012 (previously presented) (Nestore)

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

**47047 RESOLUTION REQUESTING APPROVAL OF THE DIRECTOR OF THE DIVISION OF LOCAL GOVERNMENT SERVICES TO ESTABLISH A DEDICATED TRUST BY RIDER; SHERIFF FORFEITED FUNDS, PURSUANT TO N.J.S.A. 40A:10-1 et seq.**

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

Comments: N/A

**47048 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

**47049 RESOLUTION AUTHORIZING CONTRACT BETWEEN THE COUNTY AND PINO CONSULTING GROUP, INC. TO DEVELOP A COUNTY-WIDE CENTRAL SERVICES COST ALLOCATION PLAN AND INDIRECT COST RATES FOR CALENDAR YEAR 2011, FOR A TOTAL CONTRACT AMOUNT OF \$28,000.00.**

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

Comments: N/A

**47050 RESOLUTION APPROVING A CONTRACT WITH STRATEGIC PRODUCTS AND SERVICES FOR MAINTENANCE AND TO PURCHASE TELEPHONE SWITCHES AND OTHER NECESSARY HARDWARE FROM DECEMBER 1, 2012 TO NOVEMBER 30, 2013 THROUGH STATE CONTRACT NUMBER A80802 IN AN AMOUNT NOT TO EXCEED \$190,000.00.**

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

Comments: N/A

**47051 RESOLUTION AUTHORIZING THE SALE OF CERTAIN SURPLUS COUNTY PERSONAL PROPERTY THROUGH GOVDEALS ONLINE AUCTIONS UNDER STATE CONTRACT NUMBER 70967, INDEX NUMBER T-2581.**

	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**

**47052 RESOLUTION AUTHORIZING A CONTRACT WITH U.S. LUMBER, INC., FOR THE SUPPLY AND DELIVERY OF VARIOUS BUILDING MATERIALS FOR THE DEPARTMENT OF BUILDINGS AND GROUNDS IN AN AMOUNT NOT TO EXCEED \$100,000.00 FROM NOVEMBER 7, 2012 TO NOVEMBER 6, 2013 WITH THE COUNTY RESERVING EXTENSION OPTIONS.**

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

Comments: N/A

**47053 RESOLUTION APPROVING CONTRACTS WITH CAMDEN BAG & PAPER, CO., LLC; SAM TELL & SON, INC.; CALICO INDUSTRIES, INC., W.B. MASON CO., INC.; SOUTH JERSEY PAPER PRODUCTS; AND STANDARD MAINTENANCE SUPPLY CO., INC., AS A RESULT OF A SPLIT BID TO PURCHASE JANITORIAL SUPPLIES FROM NOVEMBER 7, 2012 TO NOVEMBER 6, 2014 IN AN AMOUNT NOT TO EXCEED \$60,000.00 PER COMPANY PER YEAR WITH THE COUNTY RESERVING EXTENSION OPTIONS ON EACH.**

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

Comments: N/A

**47054 RESOLUTION AUTHORIZING A CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT, IN THE AMOUNT OF \$3,623,984 FROM JULY 1, 2012 TO JUNE 30, 2013.**

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

Comments: N/A

**47055 RESOLUTION AUTHORIZING THE FOLLOWING THREE MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS AND ONE AGREEMENT FOR AN HISTORIC PRESERVATION PROJECT USING RE-PROGRAMMED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM NOVEMBER 7, 2012 TO NOVEMBER 6, 2013:**

<u>SUBRECIPIENT</u>	<u>TOTAL CONTRACT AMOUNT</u>
BOROUGH OF GLASSBORO	\$24,100.00
BOROUGH OF WOODBURY HEIGHTS	\$43,169.00
BOROUGH OF CLAYTON	\$39,149.00
HISTORICAL & EDUCATIONAL LODGE-HALL PRESERVATORY, INC.	\$25,000.00

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

Comments: N/A

**47056 RESOLUTION AUTHORIZING AN AMENDMENT TO THE 2010 AND 2011 AGREEMENTS WITH USDA RURAL DEVELOPMENT FOR THE HOUSING PRESERVATION GRANT TO INCLUDE MONROE AND FRANKLIN TWP TO THE PROJECT AREAS.**

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

Comments: N/A

**47057 RESOLUTION CONFIRMING THE AWARD OF AN EMERGENCY CONTRACT TO JPC GROUP, INC. FOR HURRICANE SANDY STORM DAMAGE REPAIRS IN THE AMOUNT OF \$403,881.56.**

	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**

**47058 RESOLUTION TO CONTRACT WITH FREE FOR ALL, INC., TO OFFER A DISCOUNT PRESCRIPTION DRUG PROGRAM FOR GLOUCESTER COUNTY RESIDENTS FROM NOVEMBER 15, 2012 TO NOVEMBER 14, 2014 WITH NO COST TO THE COUNTY.**

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

Comments: N/A

**47059 RESOLUTION AUTHORIZING THE SUBMISSION OF THE 2013 COMPREHENSIVE ALCOHOLISM AND DRUG ABUSE PLAN, WHICH IS AN UPDATE OF THE 2011 AND 2012 PLANS, TO THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES/DIVISION OF MENTAL HEALTH AND ADDICTION SERVICES.**

	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 PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS**

**DEPUTY DIRECTOR CHILA  
FREEHOLDER TALIAFERRO**

**47060 RESOLUTION AUTHORIZING THE PURCHASE OF COMMUNITY EMERGENCY NOTIFICATION SYSTEM FROM GLOBAL CONNECT TO BE USED FOR THE COUNTY IN THE TOTAL AMOUNT OF \$47,500.00, FROM AUGUST 1, 2012 TO JULY 31, 2013.**

	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**

**47061 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND WEST DEPTFORD FOR THE PROVISION OF A TRANSPORTATION BUS.**

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

Comments: N/A

**47062 RESOLUTION AUTHORIZING MODIFICATION RELATIVE TO THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FOR CLIENTS OF THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES, FOR AN INCREASE IN THE AMOUNT OF \$50,000 FROM SEPTEMBER 1, 2012 TO JANUARY 31, 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

**DEPARTMENT OF GOVERNMENT  
SERVICES**

**FREEHOLDER WALLACE  
FREEHOLDER SIMMONS**

**47063 RESOLUTION AUTHORIZING A STATE CONTRACT #A49131 WITH THE STATE OF NJ, TREASURY DISTRIBUTION CENTER, FOR JANITORIAL SUPPLIES DELIVERED TO THE COUNTY FOR AN AMOUNT NOT TO EXCEED \$30,000.00 FROM OCTOBER 1, 2012 TO DECEMBER 31, 2012.**

	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**

**47064 RESOLUTION ACCEPTING BEQUEST IN THE AMOUNT OF ONE THOUSAND NINE HUNDRED NINETY FIVE DOLLARS AND SIXTY TWO CENTS (\$1,995.62) TO THE ANIMAL SHELTER FROM THE ESTATE OF JOSEPH F. FIORELLA AND AUTHORIZING THE EXECUTION OF A REFUNDING BOND AND RELEASE AND APPROVAL OF ACCOUNTING.**

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

Comments: N/A

**47065 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 BEZR HOMES LLC / NAR FARMS LLC, LOCATED IN THE TOWNSHIP OF EAST GREENWICH, KNOWN AS BLOCK 1102, LOTS 1, 2.01, 2.05, 3, 3.02, 5, AND 7, CONSISTING OF 111.80 ACRES FOR THE AMOUNT OF \$3,130,400.00 (CERTIFIED AT \$28,000.00 PER ACRE).**

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

Comments: N/A

**47066 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 SANTO JOSEPH MACCHERONE LOCATED IN THE TOWNSHIP OF SOUTH HARRISON KNOWN AS BLOCK 1, LOTS 2, 3, 6, AND BLOCK 5, LOT 4, CONSISTING OF 110.321 TOTAL ACRES, FOR THE AMOUNT OF \$1,312,819.90 (CERTIFIED AT \$11,900.00 PER ACRE).**

	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: Tom Holroyd of Glassboro stated that Rowan University Student Government Association (SGA) passed a resolution to install crosswalk lights.

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 8:22 PM

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

Comments: N/A

**THE 80TH YEAR ANNIVERSARY CELEBRATION  
WEISS TRUE VALUE HARDWARE STORE**

*WHEREAS, it is with distinct pleasure that the Gloucester County Board of Chosen Freeholders wishes to honor Weiss Hardware on the celebration of its 80<sup>th</sup> year of business in the town of Paulsboro ; and*

*WHEREAS, Harry Weiss started a 5 & 10 on Delaware Street in 1932 and in 1958, opened the hardware store at 39 West Broad Street, which was managed by his son, Newt Weiss, assisted by his wife, Ruth who handled the books. Today, the business is managed by Newt's son, Phil and his wife Rosemary; and*

*WHEREAS, Weiss Hardware is a staple of the Paulsboro community, supplying General Electric appliances and LCD televisions in a time when the hometown hardware store has almost been made obsolete. Weiss Hardware has been a mainstay for Paulsboro and surrounding communities, building personal relationships and fostering a tradition of trust that keeps their customers coming back for home purchases; and*

*WHEREAS, Weiss Hardware is a third generation, family owned and operated business, based on strong family values and integrity, and Gloucester County is honored and proud to have such a great business within its borders; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, 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 Taliaferro and Larry Wallace do hereby honor and congratulate the Weiss Family and Weiss True Value Hardware on its 80<sup>th</sup> Year in Business.*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 20<sup>th</sup> day of November, 2012.*

\_\_\_\_\_  
**Robert M. Damming**  
Freeholder Director

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

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

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

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

\_\_\_\_\_  
**Adam Taliaferro**  
Freeholder

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

ATTEST:

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

**RECOGNIZING 2012 AFRICAN AMERICAN WOMEN ACHIEVERS  
KAPPA ALPHA PSI FRATERNITY, INC.**

*WHEREAS, on Saturday, November 4, 2012, the Burlington-Camden Alumni Chapter Kappa Alpha Psi through its Community Development Corporation will celebrate the achievements of twelve African-American women with Ms. Elleanor Jean Hendley, a 2011 African- American Women Achiever as Mistress of Ceremonies at Auletto's Catering in Almonesson, New Jersey; and*

*WHEREAS, the Kappa Community Development Corporation was established in 2002 to organize and advance the fraternity's community outreach programs. Currently, these programs consist of mentoring young men, providing Black college tours and awarding scholarships to assist deserving students in furthering their education; and*

*WHEREAS, the following honorees were selected as 2012 African-American Achievers: Gwendolyn Joyce Brown, Paula Rene Bruner, Jericka Duncan, Norma Evans, Dr. Nikki Franke, Tina Sloan Green, Frances Jones, Charisse R. Lille, Rochelle D. Laws, Yvette Sample, Aleta Sturdivant, and Carolyn James Weeks; and*

*NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, 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 recognize and honor the Burlington-Camden Alumni Chapter Kappa Alpha Psi in its role of concern of community service, providing scholarships and paying homage to individuals whose lives parallel that cooperative spirit and exemplify this commitment and congratulate the 2012 African-American Achievers; and*

*IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 4<sup>th</sup> day of November, 2012.*

\_\_\_\_\_  
*Robert M. Damming  
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*

**PROCLAIMING NOVEMBER 14, 2012  
NATIONAL  
EDUCATIONAL SUPPORT PROFESSIONALS DAY**

**WHEREAS**, Public schools are the backbone of our democracy, providing young people with the tools they need to maintain our nation’s precious values of freedom, civility and equality; and

**WHEREAS**, **Educational Support Professionals (ESPs)** are the paraeducators, the clerks, the custodians and maintenance persons, the bus drivers, the mechanics, the food service workers, the security personnel and the technicians within our public schools; and

**WHEREAS**, **Education Support Professionals Day** was first celebrated nationally in 1987, calling for a way to honor the contributions of school support staff who comprise more than 40 percent of the total K-12 educational workforce; and

**WHEREAS**, the designation of **Education Support Professionals Day** reflects a growing pride in the major contribution **Educational Support Professionals** make to youth and public education every day; and

**WHEREAS**, **ESPs** provide invaluable services that enable students to learn in positive, supportive and safe environments making them equal and essential partners in the educational process; and

**WHEREAS**, **ESPs** work tirelessly to serve our children and communities with care, compassion and professionalism through their daily interaction and support; and

**WHEREAS**, **ESPs** work in every school district in New Jersey, hand in hand, with teachers and administrators; and

**WHEREAS**, **ESPs** are committed, experienced, educated, well-trained, caring and protective;

**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 **proclaim November 14, 2012 to be National ESP Day and recognize the importance of Educational Support Professionals in our public Schools.**

**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 14<sup>th</sup> day of November, 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

## ORDINANCE

### AN ORDINANCE AMENDING AN ORDINANCE REGULATING PARKING AT COUNTY PARKING LOTS TO INCLUDE REGULATIONS FOR PARKING AT LOT U, HUNTER STREET PARKING GARAGE, WOODBURY

**WHEREAS**, there is in force and effect a County Ordinance regulating the parking of vehicles at County-owned parking lots in various locations within the County, authority for which is pursuant to N.J.S.A. 39:4-201 and N.J.S.A. 39:4-197; and

**WHEREAS**, attached to and a part of such Ordinance is Schedule "A," which contains the specific regulations and/or restrictions for each individual County parking lot and garage; and

**WHEREAS**, the County desires to provide for the regulation of the Hunter Street Parking Garage next to the Gloucester County Justice Complex, designated as Lot U, including the regulation of parking in, and vehicular and pedestrian access to, the portion of the garage and driveway having access from Broad Street; and

**WHEREAS**, in order to do so, Schedule "A" of the Ordinance will be amended to include the following provision:

Parking Lot U – Hunter Street Garage next to Justice Complex - Open to the general public, except for the separate section of the garage having access from Broad Street driveway and such driveway itself. This separate garage section and driveway are utilized for official use by Gloucester County government and the Superior Court of New Jersey, and for Court security. Accordingly, access by vehicular or pedestrian traffic is restricted to such official uses and for such other uses as may be authorized by the Gloucester County Sheriff and/or the Gloucester County Administrator or his/her designee.

**WHEREAS**, various non-substantive, grammatical changes have also been made to Schedule "A" for the sake of clarity; and

**WHEREAS**, each and every other provision of the Ordinance, previously adopted in amended form on August 8, 2012, remains in full force and effect and is included in this Ordinance in its entirety;

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Gloucester County Board of Chosen Freeholders as follows:

1. That the County of Gloucester, through its Department of Building and Grounds, shall determine for each County parking lot the appropriate regulations that pertain to such parking lot, including the times during which motor vehicles may be parked, the specific areas of the lot on which no vehicles may be parked; and the specific parking lots and spaces which shall be designated for restricted parking as set forth in Schedule "A", which is attached to this Ordinance.
2. Pursuant to N.J.S.A 39:4-198, signs shall be posted prominently at each parking lot informing motorists of the parking hours and other restrictions pertaining to such parking lot as described in Schedule "A". Said signs shall also inform motorists of the appropriate fine or penalty for violation of any such restriction, including that if motor vehicles are left on parking lots before or after or otherwise inconsistently with the parking restrictions, or if they shall be parked in "no parking" areas, said motor vehicles will be towed; and
3. The Gloucester County Sheriff, and the police department of any municipality in which a County parking lot is located, is hereby authorized to enforce said parking regulations and to provide for the towing of motor vehicles by companies to whom towing contracts shall be awarded by the County of Gloucester; and
4. Parking between the hours of 2:00 a.m. and 6:00 a.m. is prohibited in every County parking lot.

5. In addition to having one's motor vehicle towed, unless another penalty is expressly provided by New Jersey statute, every person convicted of a violation of any prohibition or restriction as established by this Ordinance or any supplements thereto, as described in Schedule "A", shall be liable to a penalty of not less than \$50 or more than \$150.
6. Nothing contained in this Ordinance shall be construed to in any way limit the authority of the Gloucester County Sheriff, the local municipal police departments or any other law enforcement entity from acting to appropriately discharge their law enforcement duties with regard to any activity, event or other occurrence on, in or around County parking lots and buildings.
7. Consistent with the provisions of N.J.S.A. 40:48-2.54, the County of Gloucester, through the Department of Buildings and Grounds, shall develop a schedule of towing and storage rates to be charged to owners or operators of motor vehicles towed from County parking lots. The rates shall be based on the usual customary and reasonable rates of operators towing and storing motor vehicles in the County. The schedule may be the schedule established by the Division of Consumer Affairs and the New Jersey Department of Law and Public Safety. Said schedule of fees shall be incorporated into this Ordinance by reference and considered to be a part of this Ordinance; and
8. Further consistent with N.J.S.A. 40:48-2.54, the County of Gloucester, through the Department of Buildings and Grounds, shall implement a procedure to receive complaints and resolve disputes arising from the towing and storage of motor vehicles pursuant to this Ordinance; and
9. This Ordinance, as amended, shall take effect upon passage and consistent with the procedures applicable to adoption and implementation of County ordinances.

**INTRODUCED** and passed on first reading at the regular meeting of the Gloucester County Board of Chosen Freeholders held on **November 20, 2012**, and will be considered for second reading and final passage on **December 5, 2012** at 7:30 p.m. in the ceremonial court room located at Broad and Delaware Streets in Woodbury, Gloucester County, NJ, at which time all persons interested shall be given an opportunity to be heard concerning this ordinance. Prior to second reading a copy of this Ordinance shall be posted on the bulletin board in the Gloucester County Courthouse and copies shall be made available at the Clerk of the Board's Office for members of the general public who shall request copies. In addition, this Ordinance shall be published in its entirety, or by title, or by title and summary in the County's official newspaper, which publication shall be made at least one week prior to the time fixed for second reading and final passage.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DILELLA, CLERK**

## Schedule "A"

### Restrictions for Gloucester County Parking Lots

#### Overnight Parking:

Parking between the hours of 2:00 a.m. and 6:00 a.m. is prohibited at all County parking lots.

#### Woodbury:

Parking Lot A – County Bldg/Court House - Restricted to County and Court employees and handicap parking for persons doing business at County buildings.

Parking Lot A1 – At rear of Surrogate Building - Restricted to County and Court employees.

Parking Lot B – Smallwood & Wood Streets - Restricted to County employees and persons doing business at County buildings.

Parking Lot C – Wood Street - Restricted to County employees and persons doing business at County buildings.

Parking Lot D - Delaware Avenue and Lupton Avenue - Open to the general public

Parking Lot E – Parking Garage/Cooper Street - Open to the general public.

Parking Lot F – Euclid Street & Hunter Street - Restricted to County and Court employees and persons doing business at County buildings.

Parking Lot G – 115 Budd Boulevard - Restricted to County employees and persons doing business at County buildings.

Parking Lot U – Hunter Street Garage next to Justice Complex - Open to the general public, except for the separate section of the garage having access from Broad Street driveway and such driveway itself. This separate garage section and driveway are utilized for official use by Gloucester County government and the Superior Court of New Jersey, and for Court security. Accordingly, access by vehicular or pedestrian traffic is restricted to such official uses and for such other uses as may be authorized by the Gloucester County Sheriff and/or the Gloucester County Administrator or his/her designee.

#### Washington Township:

Parking Lot H - Holly Avenue - Restricted to County employees and persons doing business at County buildings.

Parking Lot I – Social Services Building, Hollydell Avenue - Restricted to County employees and persons doing business at County buildings.

Parking Lot J - Atkinson Park, Delsea Drive & Bethel Mill - Open to the general public, except for spaces designated for County employee parking.

Parking Lot K - 5 Points/County House Road - Restricted to County employees and persons doing business at County buildings.

Parking Lot L - Senior Services, Fries Mill Road - Restricted to County employees and persons doing business at County buildings.

**Clayton:**

Parking Lot M - Clayton Complex, Delsea Drive - Restricted to County employees and persons doing business at County buildings.

Parking Lot N - Scotland Run Park, Academy Street - Open to the general public, except for spaces designated for County employee parking.

**Deptford:**

Parking Lot O - Supt. of Schools, Tanyard Road - Restricted to County employees and persons doing business at County buildings.

**Gibbstown:**

Parking Lot P - Greenwich Park, Tomlin Station Road - Open to the general public.

**Mantua:**

Parking Lot Q - Herbert Building, Blackwood-Barnsboro Road - Restricted to County employees and persons doing business at County buildings

**Monroe Township:**

Parking Lot R - Veteran's Cemetery, South Tuckahoe Road - Restricted to County employees and persons doing business at County buildings

**National Park:**

Parking Lot S - Red Bank Battle Field, Hessian Avenue - Open to the general public, except for spaces designated for County employee and park volunteer parking.

**Pitman:**

Parking Lot T - Pitman Golf Course, Pitman Road - Open to the general public.

AI

**RESOLUTION NAMING THE COUNTY'S BIKE TRAIL LOCATED IN THE BOROUGH OF CLAYTON AS THE "AUTUMN PASQUALE BIKE TRAIL"**

**WHEREAS**, a tragic event took place in the Borough of Clayton with the loss of Autumn Pasquale that affected so many people; and

**WHEREAS**, Autumn Pasquale, a twelve-year old from Clayton, loved riding her bike; and

**WHEREAS**, Autumn's memory can be kept alive by honoring what she loved to do with the naming of the Clayton section of the Gloucester County bike trail in her remembrance; and

**WHEREAS**, Autumn's family is extremely pleased with the gesture as a fitting tribute to their daughter; and

**WHEREAS**, the Autumn Pasquale bike trail would begin at the trail at the County's Scotland Run Park in Clayton, and run from Fries Mill Road to Academy Street, up Garwood Boulevard, past Clayton High School, and out to Delsea Drive; and

**WHEREAS**, the three (3) mile stretch of bike trail will be beautiful, and a fitting gesture to the memory of a little girl who loved to ride her bike;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the bike trail that will begin at Scotland Run Park in Clayton, and continue along Fries Mill Road to Academy Street, and then up Garwood, past Clayton High School, and out to Delsea Drive, shall now and forever be designated "*The Autumn Pasquale Bike Trail*".

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 20<sup>th</sup>, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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

A2

**RESOLUTION AUTHORIZING 2012 BUDGET TRANSFERS  
WITHIN THE COUNTY OF GLOUCESTER**

**WHEREAS**, the Treasurer of the County of Gloucester has recommended that there be 2012 Budget Transfers; and

**WHEREAS**, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the following transfer of funds in the 2012 Budget is hereby authorized:

**TRANSFER FROM**

Prosecutor- S&W	\$ 13,200.00
Natural Gas- OE	5,000.00
S&W Adjustment- S&W	<u>60,000.00</u>
	\$ 78,200.00

**TRANSFER TO**

Prosecutor- OE	13,200.00
Fuel Oil - OE	5,000.00
Human Services- S&W	<u>60,000.00</u>
	\$ 78,200.00

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 20<sup>th</sup>, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

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

**RESOLUTION AUTHORIZING APPROVAL OF THE  
BILL LISTS FOR THE MONTH OF NOVEMBER 2012**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester has received and reviewed the Bill List for the County as prepared, reviewed and approved by the County Treasurer for the monthly period ending November 15, 2012; and

**WHEREAS**, the County Treasurer has received and reviewed the Bill List for the Division of Social Services, including daily payments made by the Division and Administrative payments to be issued, which List has been reviewed and approved by the Division of Social Services Finance Officer, the Division of Social Services Director and the County Treasurer, for the monthly period ending November 15, 2012.

**NOW, THEREFORE, BE IT RESOLVED** that the County's Bill List for the period ending November 15, 2012, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Gloucester County Board of Chosen Freeholders, and said Treasurer is authorized to render payment to each vendor appearing on said list.

**BE IT FURTHER RESOLVED** that the Division of Social Services' Bill List for the period ending November 15, 2012, as prepared, reviewed and approved by the Social Services Finance Officer, the Social Services Director and the County Treasurer, which List includes ratification of prior emergency payments made, is hereby approved and said Treasurer is authorized to render payment to each vendor appearing on said list.

**ADOPTED** at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Tuesday, November 20, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DILELLA,  
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 **\$53,228.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Transportation Systems Planning & Implementation, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Transportation Systems Planning & Implementation - *Other Expenses*;

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 20, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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

**RESOLUTION AUTHORIZING EMERGENCY APPROPRIATION  
IN THE AMOUNT OF \$600,000 PER N.J.S.A. 40A:4-48**

**WHEREAS**, an emergency has arisen with respect to expenditures related to Hurricane Sandy, and no adequate provision was made in the 2012 budget for the aforesaid purpose. N.J.S.A. 40A:4-46 provides for the creation of an emergency appropriation for the purpose herein mentioned, and

**WHEREAS**, the total amount of emergency appropriation created including the emergency to be created by this resolution is ..... \$ 600,000.00  
and three percent of the total operating appropriations in the budget for the year 2012 is..... \$ 6,360,820.00

**NOW, THEREFORE, BE IT RESOLVED** (not less than two-thirds of all the members thereof affirmatively concurring) that in accordance with NJS 40A:4-48:

1. An emergency appropriation be and the same is hereby made for:  
  
*Engineering OE*..... \$600,000.00
2. That said emergency appropriation shall be provided for in full in the 2013 budget, and is requested to be excluded from CAPS, pursuant to N.J.S.A. 40A:4-53.3c(1)
3. That the statement required by the Local Finance Board has been filed with the Clerk of the Board of Chosen Freeholders and a copy transmitted to the Director of Local Government Services.
4. That two (2) certified copies of this resolution shall be filed with the Director of Local Government Services.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 20<sup>th</sup>, 2012, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER,  
FREEHOLDER DIRECTOR**

**ATTEST:**

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

**CERTIFICATION**

*I, Robert N. DiLella, Clerk of the Board of Chosen Freeholders of the County of Gloucester do hereby certify the foregoing to be a true and correct copy of a resolution adopted by the Board of Chosen Freeholders at a meeting of said Board of Chosen Freeholders held on November 20<sup>th</sup>, 2012, and said resolution was adopted by not less than a two-thirds vote of the members of the Board of Chosen Freeholders.*

**Clerk of the Board of Chosen Freeholders**



ALD

**RESOLUTION AUTHORIZING A CONTRACT WITH MERCURY CONSULTING GROUP, LLC (MCG, LLC), TO PROVIDE CONSULTING SERVICES FOR THE COUNTY'S SECURE DATA INFRASTRUCTURE FROM NOVEMBER 9, 2012 TO NOVEMBER 8, 2014 IN AN AMOUNT NOT TO EXCEED \$75,000.00 PER YEAR WITH THE COUNTY RESERVING EXTENSION OPTIONS**

**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids for the supply and delivery of maintenance and design of computer network assets with regards to security and accessibility of the National Center for Information of Crime for the County; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Mercury Consulting Group, LLC (MCG, LLC), with offices at 1143 Whitehall Road, Williamstown, New Jersey 08094 was the lowest responsive and responsible bidder to supply and deliver all materials, as more specifically described in the bid specifications PD 012-040; and

**WHEREAS**, the contract shall be for the purchase of an estimated quantity of product, in an amount not to exceed \$75,000.00 per year. The contract is therefore open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. The continuation of this contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County budget. The continuation of this contract beyond December 31, 2013 is conditioned upon the approval of the 2014 Gloucester County budget.

**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 are hereby authorized to execute the contract with Mercury Consulting Group, LLC, (MCG, LLC), from November 9, 2012 to November 8, 2014 with the County reserving the option to extend the contract for one (1) two (2) year extension or two (2) one (1) year extensions as per PD 012-040 in an amount not to exceed \$75,000.00 per year; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 20, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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**ROBERT M. DAMMINGER**

**ATTEST:**

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**ROBERT N. DI LELLA, CLERK**

AL

**CONTRACT BETWEEN  
MERCURY CONSULTING GROUP, LLC (MCG, LLC)  
AND  
THE COUNTY OF GLOUCESTER**

**THIS CONTRACT** is made effective the 9<sup>th</sup> day of November, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **MERCURY CONSULTING GROUP, LLC (MCG, LLC)**, with offices at 1143 Whithall Road, Williamstown, NJ 08094, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply and delivery of maintenance and design of computer network assets with regards to security and accessibility of the National Center for Information of Crime (NCIC) as set forth in **PD-012-040**; and

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

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

**TERMS OF AGREEMENT**

1. **TERMS**. This Contract shall be effective for a period of two (2) years commencing November 9, 2012 and concluding November 8, 2014 with the County reserving the option to extend for one (1) two (2) year period or two (2) one (1) year periods.

2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD-012-040, with a contract amount not to exceed \$75,000.00 per year.

It is agreed and understood that this is an open-ended contract; therefore there is no obligation on the part of the County to make any purchase whatsoever. Continuation of the contract after December 31, 2012 is specifically conditioned upon approval of the 2013 Gloucester County Budget. Continuation of the contract after December 31, 2013 is specifically conditioned upon approval of the 2014 Gloucester County Budget.

Vendor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided. After approval by County, the payment voucher shall be placed in line for prompt payment.

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver maintenance and design of computer network assets with regards to security and accessibility of the National Center for Information of Crime for the County for the unit prices set forth in specifications identified as PD-012-040, which is incorporated by reference and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the 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 it 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 Bid Specifications identified as PD-012-040, 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 Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

**E.** Notwithstanding the above, the 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 of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the 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 Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

**9. INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with 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 VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree 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 document and the specifications identified as PD-012-040, and the bidder's bid package, all of which are referred to and incorporated herein. Should there occur a conflict between this form of contract and the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is dated this 9<sup>th</sup> day of November, 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.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**MERCURY CONSULTING GROUP, LLC  
(MCG, LLC)**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
Please Print Name

	PD 012-040 Bid Opening 10/16/2012 10:00am	
	SPECIFICATIONS FOR THE SUPPLY AND DELIVERY OF MAINTENANCE AND DESIGN OF COMPUTER NETWORK ASSETS WITH REGARDS TO SECURITY AND ACCESSIBILITY OF THE NATIONAL CENTER FOR INFORMATION OF CRIME	
	VENDOR: MCG LLC 1143 WHITHALL ROAD WILLIAMSTOWN, NJ 08094 WILLIAM HERD 856 885-5785 856 210-0328 FAX	
<u>ITEM</u>		
1	HOURLY RATE	\$185.00 *
2	AFTER HOURS RATE (5PM TO 7AM)	\$185.00
3	HOLIDAYS AND WEEKENDS	\$235.00
	Will you extend your prices to local government entities within the County	YES
	VARIATIONS:	* MCG LLC Offers Level 2 network services consisting of workstation, server, printer and simple network support at the rate of \$136.00/hr. NCIC support consistent with CJS guidelines, VRF, VLAN/Trunking, Firewall/ASA Security response, Vmware and all other advanced services known as Level 3 are at the rate of \$185.00/hr
	This is a two (2) year contract with one two (2) year extension or two one (1) year extensions	
	Bid specifications sent to:	eRepublic Prime Vendor Computer Integrated Services WiFi Integrators for Innovation myrethink Grant Thornton LLP
	Based upon the bids received, I recommend MCG, LLC be awarded the contract as the lowest responsive, responsible bidder.	Sincerely, Robert J. McErlane Assistant Purchasing Agent

A20

### SIGNATURE PAGE

SIGNED: *William Hero, Member* COMPANY: MCG LLC

NAME: By William HERO, Member  
(PRINTED OR TYPED)

ADDRESS: 1143 WHITEHALL ROAD, WILLIAMSTOWN NJ 08094

---

TITLE: Member

TELE# 856 885 5785

DATE: 10/9/12

FAX #: 856 210 0328

TO THE BOARD OF CHOSEN FREEHOLDERS  
OF THE COUNTY OF GLOUCESTER

FREEHOLDERS:

THE UNDERSIGNED HEREBY DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE SPECIFICATIONS AND PROPOSAL FORM FOR THE ABOVE SERVICES, FOR WHICH BIDS WERE ADVERTISED TO BE OPENED AND READ IN PUBLIC IN THE PURCHASING DEPARTMENT, 2<sup>nd</sup> FLOOR, COUNTY BUILDING, 2 S. BROAD ST. WOODBURY, NJ 08096.

THE SUCCESSFUL BIDDER FURTHER DECLARES THAT HE/SHE WILL CONTRACT WITH THE COUNTY OF GLOUCESTER TO FURNISH ALL ITEMS IN ACCORDANCE WITH THE SPECIFICATIONS AT THE PRICES SPECIFIED BELOW.

Hourly rate	\$185	\$136 * See Below
After Hours Rate (5pm to 7am hourly rate)	\$185	
Holidays & Weekends	\$235	

VARIATIONS:

\*MCG LLC Offers Level 2 network services consisting of workstation, server, printer and simple network support at the rate of \$136/hr. NCIC support, support consistent with CJIS guidelines, VRF, VLAN/Trunking, Firewall/ASA, Security response, VMware and all other advanced services known as Level 3 are at the rate of \$185 per hour.

A7

**RESOLUTION AUTHORIZING A CONTRACT WITH LINE SYSTEMS, INC., (LSI), TO PROVIDE VOICE SERVICES TO VARIOUS COUNTY LOCATIONS IN AN AMOUNT NOT TO EXCEED \$500,000.00 FROM DECEMBER 1, 2012 TO NOVEMBER 30, 2014 WITH THE COUNTY RESERVING EXTENSION OPTIONS**

**WHEREAS**, the County of Gloucester, after due notice and advertisement, received sealed bids for the supply and delivery of voice services for the County; and

**WHEREAS**, after following proper public bidding procedure, it was determined that Line Systems, Inc., (LSI), with offices at 1645 West Chester Pike, Suite 200, West Chester, Pennsylvania 19382 was the lowest responsive and responsible bidder to provide voice services, as more specifically described in the bid specifications PD 012-028;

**WHEREAS**, the contract shall be for the purchase of an estimated amount of voice services, for an amount not to exceed \$500,000.00 for the initial contract term. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of the contract beyond December 31, 2012 is conditioned upon the approval of the 2013 Gloucester County budget and beyond December 31, 2013 will likewise be conditioned upon approval of the 2014 county budget; and

**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 are hereby authorized to execute the contract with Line Systems, Inc., (LSI), from December 1, 2012 to November 30, 2014 as per PD 012-028 in an amount not to exceed \$500,000.00 for the initial term with the County reserving the option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 20, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT M. DAMMINGER**

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

A7

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
LINE SYSTEMS, INC. (LSI)**

**THIS CONTRACT** is made effective this 1<sup>st</sup> day of December, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **LINE SYSTEMS, INC. (LSI)**, with offices at 1645 West Chester Pike, Suite 200, West Chester, Pennsylvania 19382, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County has a need for local, regional toll and long distance voice services which include 197 Phone Lines, 14 PRI T1's carrying 2,260 Phone Numbers, plus 14 Point 2 Point T1 Circuits that connect many County Buildings and includes maintenance to the D-Marc; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** Agreement will be a two year contract commencing December 1, 2012 to November 30, 2014, with the County having the option to extend the contract for one (1) two (2) year period or two (2) one (1) year periods.
2. **COMPENSATION.** This contract shall be for estimated units of service as set forth in the Summary of Bids identified as PD 012-028 which is incorporated by reference and made part of this Contract, in an amount not to exceed \$500,000.00.

It is agreed and understood that acceptance and final payment to Contractor shall be considered a release in full of all claims against the County for the product or service delivered.

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

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

3. **DUTIES OF CONTRACTOR.** Contractor will supply voice services for specified County of Gloucester facilities in the specifications for PD 012-028 which are incorporated into and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD 012-028 which are incorporated herein and made a part hereof by reference. Should a conflict occur between this form of contract and the bid documents, the bid documents shall prevail.

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

A. Contractor 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. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to 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 Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it 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 Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor 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, Contractor 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 Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as PD 012-028, which are specifically referred to and incorporated herein by reference.

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

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written

notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

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

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

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

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

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

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

21. **CONTRACT PARTS.** This Contract consists of this document, the specifications identified as PD 012-028, and the Contractor's bid package, all of which are referred to and incorporated herein. Should a conflict occur between this form of contract and the specifications, then the specifications shall prevail. If a conflict should occur between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

**THIS CONTRACT** is effective as of this 1<sup>st</sup> day of December, 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 Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

**ATTEST:**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

**ATTEST:**

\_\_\_\_\_  
**JAMES MELLIO**

**THE COUNTY OF GLOUCESTER**

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

**LINE SYSTEMS, INC. (LSI)**

**BY:** \_\_\_\_\_  
**JAMES MELLIO**

PD 012-028  
 Bid Opening 9/05/2012 10:00am

SPECIFICATIONS AND PROPOSAL FORM FOR THE  
 INSTALLATION AND DELIVERY OF VOICE SERVICES  
 FOR THE COUNTY OF GLOUCESTER FACILITIES

VENDOR:	Line Systems Inc. 1645 West Chester Pk. West Chester, PA 19382	VENDOR:	Data Network Solutions 106 Apple St. Ste. 103 Tinton Falls, NJ 07724	VENDOR:	Verizon Business Services Inc. 6000 Irwin Rd. Mt. Laurel, NJ 08054
VENDOR:	James Mello 610 355-9778 610 235-4150 Fax	VENDOR:	Isaac Fajerman 732 741-5889 732 747-3584 Fax	VENDOR:	James Gummel 856 380-7292 856 380-7002 Fax
DESCRIPTION					
POTS - Analog Lines	\$95,633.66	\$81,652.22		\$81,378.35 (2 Year) * VFR \$71,865.05	BID IS REJECTED FOR BID BOND
PRI - Voice T-1	\$88,535.70	\$100,581.84		\$126,615.41 * VFR \$138,750.89	(1) WINDSTREAM NOTED ITS EXCEPTION TO GC'S RIGHT TO INCREASE OR DECREASE QUANTITIES BY 20% WITH NO IMPACT ON PRICE. WINDSTREAMS PRICING IS BASED ON TERM AND VOLUME COMMITMENT AND THEY RESERVE THE RIGHT TO ADJUST PRICING IN THE EVENT GC REDUCES THE QUANTITY OF ITEMS BID
POINT TO POINT T-1	\$33,600.00	\$63,300.00		\$91,949.28 *VFR \$91,949.28	
TOTAL ANNUAL	\$217,769.36	\$245,534.06		\$299,943.04 *VFR \$302,565.22	
Variations: (if any)				* Verizon VFR = Virtual Flat Rate	(2) WINDSTREAM NOTED ITS EXCEPTION TO THE REQUIREMENT TO DISCLOSE ANY INSTALLATION COSTS, TAXES CHARGES, SURCHARGES, EUCL OR FSLC, FEES ETC.
Will you extend your prices to local government entities within the County					
Bid specifications sent to:	Broadview Networks Siemens Communication AT&T Safari Telecom	RFP Solutions Construction Journal	Alcatel Public Bid Reporter Prime Vendor		
Based upon the bids received, I recommend LSI be awarded the contract, as the lowest responsive, responsible bidder.		Sincerely,	Robert J. McErlane Assistant Purchasing Agent		

## Gloucester County Telecommunications Bid

### Summary of Annual Charges

Carrier	POTS	PRI	Point-to-Point T-1	Total Annual
Verizon 2 year	\$81,378.35	\$126,615.41	\$91,949.28	\$299,943.04
Verizon VFR (3)	\$71,865.05	\$138,750.89	\$91,949.28	\$302,565.22
Windstream (1) (2)	\$91,649.18	\$48,480.00	\$63,000.00	\$203,129.18
LSI	\$95,633.66	\$88,535.70	\$33,600.00	\$217,769.36
DNS	\$81,652.22	\$100,581.84	\$63,300.00	\$245,534.06

**Notes:**

(1) Windstream noted its exception to GCs right to increase or decrease quantities by 20% with no impact on price. Windstream's pricing is based on term and volume commitment and they reserve the right to adjust pricing in the event GC reduces the quantity of items bid.

(2) Windstream noted its exception to the requirement to disclose any installation costs, taxes, charges, surcharges, EUCL or FSLC fees, etc.

(3) Verizon VFR - Virtual Flat Rate

B1

**RESOLUTION TO CONTRACT WITH XYLEM DEWATERING SOLUTIONS, INC., TO PURCHASE PUMPS, HOSES, AND ALL PARTS NECESSARY FOR A TOTAL CONTRACT AMOUNT OF \$65,670.00 PURSUANT TO N.J.S.A. 40A:11-6(a)**

**WHEREAS**, the County's retaining pond located at the Veteran's Cemetery must be pumped continually during excessive rain or natural disasters as to keep from flooding; and

**WHEREAS**, due to the extreme weather from Hurricane Sandy the water in the retaining pond exceeded its limit, an emergency contract was necessary to purchase high volume, high pressure pumps, hoses, and all parts to pump the water out, and all conditions were met, including adequate written notification made to the County Purchasing Agent pursuant to N.J.S.A. 40A:11-6(a); and

**WHEREAS**, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$65,670.00 pursuant to CAF#12-10020, which amount shall be charged against budget line item #C-04-03-011-310-11203.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Chosen Freeholders of the County of Gloucester hereby approve the above described emergency contract with Xylem Dewatering Solutions, Inc., for a total contract amount of \$65,670.00 for the supply of high volume, high pressure pumps, hoses, and all parts to pump water out of the retaining pond, and the Director and the Clerk of the Board are hereby authorized to execute said contract on behalf of the County of Gloucester.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Tuesday, November 20, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DI LELLA, CLERK**

**CONTRACT  
BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
XYLEM DEWATERING SOLUTIONS, INC**

**THIS CONTRACT** is made effective the \_\_\_\_\_ day of \_\_\_\_\_, 2012 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **XYLEM DEWATERING SOLUTIONS, INC.**, with offices at 84 Floodgate Rd., Bridgeport, NJ 08014-0191, hereinafter referred to as "**Contractor**".

**RECITALS**

**WHEREAS**, the County's retaining pond located at the Veteran's Cemetery must be pumped continually during excessive rain or natural disasters as to keep it from flooding; and

**WHEREAS**, due to the extreme weather from Hurricane Sandy the water in the retaining pond exceeded its limit, an emergency contract was necessary to purchase high volume, high pressure pumps, hoses and all parts to pump water out of the cemetery, and all conditions were met, including adequate written notification made to the County Purchasing Agent pursuant to N.J.S.A. 40A:11-6(a); and

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

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

**TERMS OF AGREEMENT**

1. **COMMENCEMENT OF SERVICES.** Due to the emergent nature of this Contract services have been rendered.
2. **COMPENSATION.** Contractor shall be compensated the total contract amount of \$65,670.00, inclusive of all necessary parts and labor.

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

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

3. **DUTIES OF CONTRACTOR.** The Contractor supplied high volume, high pressure pumps hoses and all parts to pump water out of the retaining pond at the Gloucester County Veteran's Cemetery.

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

A. Contractor 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. Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment without regard to their 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. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

B. The Contractor or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to 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 Contractor or subcontractor, where applicable, will send to each labor union or representative or workers with which it 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 Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Contractor will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Contractor's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this

Contract. Contractor agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Contractor 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, Contractor 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 Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

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

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

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

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said

insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

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

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

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

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

17. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Contractor's services.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

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

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

**THIS CONTRACT** is dated this \_\_\_\_\_ day of \_\_\_\_\_, 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 Contractor has caused this instrument to be signed by its properly authorized representative.

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**ROBERT N. DI LELLA, CLERK**

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

**ATTEST:**

**XYLEM DEWATERING SOLUTIONS, INC.**

\_\_\_\_\_  
**BY:** \_\_\_\_\_

\_\_\_\_\_  
Please Print Name

Bd

**RESOLUTION AUTHORIZING AN AGREEMENT WITH WHITE OAK ASSOCIATES, LLC TO ASSIST IN THE DEVELOPMENT OF A HOME AFFORDABLE RENTAL HOUSING PROJECT, WHITE OAK LANE IN MANTUA NJ, FOR A MAXIMUM CONTRACT AMOUNT OF \$100,000.00**

**WHEREAS**, the County of Gloucester ("County") is the recipient of HOME Investment Partnership Funds from the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the County of Gloucester has determined that there is a need for the development of the HOME Affordable Rental Housing Project as per **RFP-12-052**, dated October 10, 2012; and

**WHEREAS**, the County requested proposals for the construction via an RFP dated October 10, 2012 from interested providers and evaluated those proposals consistent with County's fair and open procurement process; and

**WHEREAS**, the evaluation, based on the established criteria, concluded that White Oak Associates, LLC with offices at 20000 Horizon Way, Suite 180, Mt. Laurel, NJ, was the sole eligible proposer; and

**WHEREAS**, the contract shall be for 72 units of rental affordable housing, to be located at 1031 Main Street, Mantua NJ, for a term of one year commencing November 20, 2012 and terminating November 19, 2013 for an amount not to exceed \$100,000.00; and

**WHEREAS**, notwithstanding the status of this contract as open-ended, the Purchasing Agent of the County of Gloucester has certified the availability of funds in the amount of \$100,000.00, pursuant to C.A.F. #12-10240 which amount shall be charged against budget line item T-03-08-711-170-21281; and

**WHEREAS**, this contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S.A 19:44A-20.4; and

**WHEREAS**, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received.

**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 be and are hereby authorized to execute the Agreement between the County of Gloucester and White Oak Associates, LLC to assist in the development of a HOME Affordable Rental Housing Project, White Oak Lane in Mantua, NJ, for a contract amount not to exceed \$100,000.00 for the period of one year beginning November 20, 2012 and terminating November 19, 2013; and

**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 Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Tuesday, November 20, 2012 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DIELLA, CLERK**

B2

**CONTRACT BETWEEN  
THE COUNTY OF GLOUCESTER  
AND  
WHITE OAK ASSOCIATES, LLC**

**THIS CONTRACT** is made effective the 20<sup>th</sup> day of **November, 2012**, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, NJ 08096, hereinafter referred to as "County", and **WHITE OAK ASSOCIATES, LLC** of 20000 Horizon Way, Suite 180, Mt. Laurel NJ 08054, hereinafter referred to as "Developer".

**RECITALS**

**WHEREAS**, there exists a need for the County of Gloucester to contract for the services of Technical Support and Program Implementation Services for HOME Affordable Rental Housing Demonstration Program, as more particularly set forth in **RFP-12-052**; and

**WHEREAS**, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The term of this contract is conditional upon the Developer acquiring the property and evidencing to the County its site control of the referenced area defined in the Scope of Services in Exhibit A. The Developer shall commence services upon the execution of this Contract and Notice to Proceed from the County. The Developer shall have two (2) years from the Notice to Proceed from the County. Completion of the Work should be evidenced by the units described in the Scope of Services (Exhibit A) receiving a Certificate of Occupancy. The Developer shall have forty-five (45) years following project completion (hereinafter referred to as the "Affordability Period"). Developer shall monitor the project and agrees to be bound during the Affordability Period by the restrictions as specified in the Affordability Period, page 11 of the contract, with clear restrictions as defined and set forth in page 11 in the affordability period.

2. **COMPENSATION**. Developer shall be compensated an amount not to exceed \$100,000.00.

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

Each invoice shall contain an itemized, detailed description of all products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

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

**3. DUTIES OF DEVELOPER.** The specific duties of the Developer shall be in the County's RFP-12-052 and Developer's responsive proposal, which are incorporated in their entirety and made a part of this Contract.

Developer 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 RFP-12-052.

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

A. Developer 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. Developer 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. Developer 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 Developer or subcontractor, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Developer, 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 Developer or subcontractor, where applicable, will send to each labor union or representative or workers with which it 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 Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer pursuant to this Contract exceeds Ten Thousand Dollars (\$10,000.00) in a twelve-month period, Developer will grant to the Department of Health and Human Services and/or the general Accounting Office access to such of Developer's books, documents, and records as are necessary to verify the nature and extent of costs of services furnished under this Contract. Developer agrees to grant such access until the expiration of four (4) years after the services are furnished under the contract. In the event that Developer 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, Developer 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 Developer 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, Developer 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.

Developer 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 Developer or its agents.

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

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, RFP-12-052, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Developer 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 Developer'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 Developer or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Developer 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 Developer of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Developer under this Contract, shall be forthwith delivered to the County. All documents, data, studies, and reports that are proprietary in content and are considered owned by the Developer, shall remain property of the Developer.

D. In the event that the Developer fails to fulfill the Contract obligations under this Contract, the Developer shall have thirty (30) days to cure the violations. Notice of the violations and the (30) day time period shall begin when written notice is sent to the Developer. At the expiration of 30 day time period or if there is no response by the Developer, the Contract shall terminate and the parties shall be left to their remedies pursuant to the Contract and/or as are available through the court system.

E. Notwithstanding the above, the Developer 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 Developer, and the County may withhold any payments to the Developer for the purpose of set off until such time as the exact amount of damages due the County from the Developer is determined.

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

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Developer during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

9. **INDEMNIFICATION.** The Developer or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Developer'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 Developer's failure to provide for the safety and protection of its employees, or from Developer's performance or failure to perform pursuant to the terms and provisions of this Contract. The Developer's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

If Developer is a member of a profession that is subject to suit for professional malpractice, then Developer shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Developer 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. Developer also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

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

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

**14. NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Developer, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

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

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Developer is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Developer 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 Developer further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document, Agreement document, RFP-12-052, issued by the County of Gloucester and Developer's responsive proposal as submitted by Developer. Should there occur a conflict between this form of contract and RFP-12-052, and the proposal submitted, then this contract shall prevail. If there should occur a conflict between this Contract or RFP-12-052, then this Contract or the RFP, as the case may be, shall prevail.

**THIS CONTRACT** is made effective the date and year herein above written.

**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 Developer 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. DILELLA, CLERK**

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

**ATTEST:**

**WHITE OAK ASSOCIATES, LLC**

\_\_\_\_\_  
**CHARLES LEWIS, ESQ, VICE PRESIDENT  
CONIFER REALTY, LLC, (MANAGING  
MEMBER OF WHITE OAK ASSOC., LLC)**

**ATTACHMENT A**

**AGREEMENT WITH WHITE OAK ASSOCIATES, LLC**

**THIS AGREEMENT IS MADE** this 20th day of November, 2012, by and between the County of Gloucester, hereinafter referred to as the "County" and White Oak Associates, LLC, hereinafter referred to as the "Developer" and which is located at 20000 Horizon Way, Suite 180, Mt. Laurel NJ 08054.

**WITNESSETH**

**WHEREAS**, the County of Gloucester has determined that there is a need for the services of Technical Support and Program Implementation Services for the HOME Affordable Rental Housing Demonstration Program as per **RFP-12-052**, dated September 18, 2012; and

**WHEREAS**, the County has selected Project Owner/Developer to render services under the provisions of the Grant in the amount of \$100,000.00 ("HOME Funds"); and

**WHEREAS**, Project Owner/Developer represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Agreement; and

**WHEREAS** the County is the recipient of HOME Investment Partnership Funds from the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, the U.S. Department of Housing and Urban Development ("HUD") has designated the County as a Participating Jurisdiction ("PJ") and has awarded the Developer a HOME Investment Partnerships Program Grant ("HOME") pursuant to the National Affordable Housing Act of 1990 (PL-101-605), as amended and Title XIII of the Omnibus Reconciliation Act of 1993 (26 U.S.C. 1391, et seq.); and

**WHEREAS**, required by the HOME Regulations, 24 CFR 92.504(b) that before disbursing any HOME funds to any entity, the PJ must complete a Subsidy Layering Analysis to ensure that the requested subsidy is reasonable and necessary for project feasibility, and determine that it is in the best interest of the County to enter into said Agreement.

**NOW, THEREFORE** in consideration of their mutual covenants and obligations herein contained, including the Attachments, and subject to the terms and conditions hereinafter stated, the parties hereto understand and agree as follows:

**ARTICLE I – DEFINITIONS**

- A. **AGENCY** – is hereby defined as the Economic Development Department, the HOME Program administering agency of the County of Gloucester. For the purpose of this Agreement and all administration of HOME funds the AGENCY shall act on behalf of the County in the execution and fiscal and programmatic control of this agreement. The term “Approval by the County” or like term used in this agreement shall in no way relieve the Project Owner/Developer from any duties or responsibilities under the terms of this Agreement, or obligation State or local law or regulation.
- B. **DIRECTOR** – is hereby defined as the Director of the Economic Development Department of the County of Gloucester.
- C. **FEE** - is hereby defined as the amount of money the County agrees to pay and the Project Owner/Developer agrees to accept as payment in full for all the professional, technical and construction services rendered pursuant to this agreement to complete the WORK as further defined in Exhibit A, hereof.
- D. **WORK**- is hereby defined as all the professional, technical and construction services to be rendered or provided by the Project Owner/Developer as described here.
- E. **PROJECT**- is defined in Exhibit A.
- F. **HOME**- is hereby defined as the HOME Investment Partnerships Program as described in 24CFR Part 92, under the authority of 42 U.S.C. 3535 (d) and 12701-12839.

## **ARTICLE II: TERM**

The term of this contract is conditional upon the Developer acquiring the property and evincing to the County its site control of the referenced area defined in the Scope of Services in Exhibit A. The Project Owner/Developer shall commence services upon the execution of this Contract and Notice to Proceed from the County. The Project Owner/Developer shall have two (2) years from the Notice to Proceed from the County to complete all work required by this Agreement. Completion of Work should be evidenced by the units as described in the Scope of Services (Attachment A) receding a Certificate of Occupancy. The Developer shall have forty-five (45) years following project completion (hereinafter referred to as the “Affordability Period”) Project Owner/Developer shall monitor the project and agrees to be bound during the Affordability Period by the restrictions as specified in the Affordability Period, page 11 of the contract, with clear restrictions as defined and set forth in page 11 in the Affordability Period.

## **ARTICLE III: HOME REQUIREMENTS**

### **Section 1: Use of HOME Funds**

The County agrees to provide the Project Owner/Developer an amount not to exceed \$100,000 from its federal Fiscal Year (2011-2012) HOME PROGRAM allocation for the development of a 72 Unit affordable housing project, to be located at 1031 Main Street, Mantua NJ. The units will be funded primarily through the utilization of Low Income Housing Tax

Credits. The specific duties of the Project Owner/Developer shall be as set forth in accordance with the specifications of the County as per RFP-12-052, which are incorporated in its entirety and made a part of this Contract. The Project Owner/Developer will purchase the real property and develop the units as outlined in the Project Owner/Developer's response to RFP-12-052 which are described in Exhibit A and incorporated in its entirety and made a part of this Contract.

## **Section 2: Affordability**

The Project Owner/Developer shall comply with all income determinations and affordability requirements of the HOME program as set forth in HUD Regulations 24 CFR 92.203, 92.252, as applicable. The Project Owner/Developer shall determine whether each family is income eligible by determining the family's annual income in accordance with the methodologies allowed in 24 CFR 92.203. The HOME-assisted units must be occupied only by households that are eligible as low-income families

The HOME assisted units in a rental housing project must be occupied only by households that are eligible as low-income families and must meet the affordability requirements for not less than the applicable period as described in 24 CFR 92.252(e).

### Affordability Period.

For the first 45 years following project completion (hereinafter referred to as "the Affordability Period"), the restrictions set forth below shall apply. The project Owner/Developer agrees to restrict the use of the property by recording Deed Restrictions in form and with the same content as that executed under even date herewith. This agreement and the period of affordability will remain in effect until the end of the affordability period. Any mortgage lien(s) placed on the property for the purposes described in this Agreement will remain in effect under the terms and conditions stipulated in the Mortgage and Note documents. A deed restriction will be filed at the courthouse and shall run with the land.

If at any time the project fails to continue to meet the HOME Program requirements the Developer will be required to repay the amount of HOME funds invested in the project.

The start of the period of affordability will be determined by the actual date of completion of the project and continue for 45 years. A contract addendum will be issued establishing the period of affordability.

- Maximum Tenant Income: The maximum income for households residing in HOME-assisted units at initial occupancy can not exceed sixty (60%) percent of the median income, adjusted by family size for the Metropolitan Statistical Area (MSA), as defined annually by the United States Department of Housing and Urban Development. Subsequent occupants of HOME-assisted rental units cannot have incomes exceeding eighty (80%) percent of the median income adjusted by family size for the Metropolitan Statistical Area (MSA), as defined annually by the United States Department of Housing and Urban Development . For projects with five or more HOME-assisted units, a minimum of 20% of the assisted units must be restricted to households whose gross income does not exceed fifty (50%) percent of the median income. For the purposes of this project, income will be determined by utilizing Part 5 of the income guidelines.
- Rent Limitations (92.252) Maximum Gross Rents: The gross rent for all units (including applicable utility allowances computed in accordance with Section 42 of the Internal Revenue Code and applicable HOME regulations) shall not exceed the maximum High HOME Rents as published annually by HUD. For projects with five or more HOME-assisted units, a minimum of 20% of the assisted units must have rents that are no greater than the Low HOME rents as published by HUD.
- Actual rents for HOME-assisted units may be less than, but never more than, these ceilings. If the tenant pays for utilities, the rent must be reduced by the utility allowance. The utility allowance prepared by the local public housing authority and distributed by the City is to be used when adjusting rents for tenant paid utilities.

Fixed or Floating Unit Designation: Project Owner/Developer, in agreement with the County, has designated 8 units as HOME- assisted units. All units are fixed units.

#### **Increases in Tenant Income:**

To the extent specifically required by applicable regulations under the HOME Investment Partnerships Program, if an existing tenant's adjusted income increases to the extent that it exceeds eighty (80%) percent of the median income for the Metropolitan Statistical Area (MSA), as defined annually by the United States Department of Housing and Urban Development, said tenant's rent shall be increased to an amount equal to thirty (30%) per cent of the family's adjusted monthly income.

- Lease Provisions: All leases between the Project Owner/Developer and its tenants shall be for not less than one (1) year in duration and shall comply with all the provisions of 24 CFR 92.253.
- Certification of Tenants' Income: Project Owner/Developer shall submit or cause to be submitted to within ninety (90) days of its fiscal year end income records of all tenants that are or have been occupying units within the preceding twelve (12) months verifying that all tenants meet the income guidelines set forth above or in the case of existing tenants whose income has increased above such income guideline, that

Project Owner/Developer has complied with applicable HOME regulations in filling vacant units.

- Non-Discrimination Against Subsidy Holders.
  - (a) The Project Owner/Developer shall not, in the provision of services, or in any other manner, discriminate against any person on the basis of age, race, color, creed, religion, sex, handicap, familial status or national origin.
  - (b) The Project Owner/Developer shall comply with requirements imposed by Title VIII of the Civil Rights Act of 1968, and any related rules and regulations.
  - (c) The Project Owner/Developer shall comply with all requirements imposed by Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.; the HUD regulations issued thereunder, 24 CFR, Subtitle A, Part 1, the HUD requirements pursuant to these regulations; and Executive Order 11063, to the end that, in accordance with that Act, the regulations and requirements of HUD and Executive Order 11063, no person in the United States shall, on the basis of race, color, creed, religion, familial status, or national origin, be excluded from participation in, or be denied the benefits of, the Section 8 Existing Housing Program, or be otherwise subjected to discrimination. This provision is included, pursuant to the regulations of HUD, 24 CFR, Subtitle A, Part 1, issued under Title VI of the Civil Rights Act of 1964, and the HUD requirements pursuant to the regulations. The obligation of the Project Owner/Developer to comply with these requirements insures to the benefit of the United States of America and HUD, any of which shall be entitled to invoke any remedies available by law to redress any breach or to compel compliance by the Project Owner/Developer.
  - (d) In accordance with any rules and regulations issued by HUD under Section 504 of the Rehabilitation Act of 1973, the Project Owner/Developer shall not discriminate against any person on the basis of handicap.
  - (e) The Project Owner/Developer shall comply with any rules and regulations issued by HUD under the Age Discrimination Act of 1975, (42 U.S.C. 6101-07) and implementing regulations at 24 CFR Part 146;
  - (f) Cooperation in Equal Opportunity Compliance Reviews: The Project Owner/Developer shall cooperate with City and HUD in conducting compliance reviews and complaint investigations pursuant to all applicable civil rights statutes, Executive Orders, and all related rules and regulations.

### **Section 3: HOME Project Requirements**

- Project Requirements: Project Owner/Developer shall comply with all HOME project requirements in subpart F of 24 CFR Part 92. 92.250 Maximum per-unit subsidy amount and layering. The amount of HOME funds that a grantee may invest in affordable

housing on a per-unit basis may not exceed the per-unit dollar limits established by HUD under 221.514(b)(1) and (c) of this title for elevator-type projects, involving nonprofit mortgagors, insured under section 221(d)(3) of the National Housing Act that apply to the area in which the housing is located. The City shall provide HOME funds in accordance with 24 CFR 92.205(b) for eligible costs as described in 24 CFR 92.206 and 92.207.

- HOME funds are provided as a **Deferred Payment Loan at 0% interest**.
- HOME funds are provided for the development of the HOME assisted units outlined in Project Owner/Developer's Response to RFP-12-052.
- Funding for this Agreement is contingent on the availability of funds and continued authorization for program activities and is subject to amendment or termination due to lack of funds, or authorization, reduction of funds, and/or changes in regulations.
- 92.253 Tenant and Participant Protection: Prior to receiving funds for the Project, Owner/Developer will comply with all tenant and participant protections in 24 CFR 92.253 and will adhere to a fair lease and grievance procedure as required in 24 CFR 92.303.

#### **Section 4: Property Standards**

- Housing Construction Standards: The Project Owner/Developer agrees that all housing constructed or rehabilitated with HOME funds shall meet all applicable federal, state and local construction codes (Code of Ordinances), rehabilitation standards and zoning ordinances at the time of project completion. Newly constructed housing must satisfy the requirements of Chapter 11 (Energy Conservation) of the International Residential Code (IRC).
- All housing must meet the accessibility requirements at 24 CFR Part 8, which implements Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and covered multifamily dwellings, as defined at 24 CFR 100.201, must also meet the design and construction requirements at 24 CFR 100.205, which implement the Fair Housing Act (42 U.S.C. 3601-3619). Construction of all manufactured housing must meet the Manufactured Home Construction and Safety Standards established in 24 CFR Part 3280. Project Owner/Developer shall correct all cited code violations through the use of said HOME funds and will cooperate in the disbursement of escrow funds for the payment of contracted labor and related rehabilitation costs.
- The Project Owner/Developer agrees to maintain the property to the applicable standards listed in this subpart for the duration of the affordability period.

#### **Section 5: Other Program Requirements**

##### *(A) Affirmative Marketing of Rental or Vacant Units*

The Project Owner/Developer will affirmatively market any unit available for rent or purchase in a manner to attract tenants or homebuyers without regard to race, color, national origin, sex, religion, familial status or disability. The Project Owner/Developer agrees, in soliciting tenants and buyers, to do the following:

- a) Use the Equal Housing Opportunity logo in all advertising;
- b) Display a Fair Housing poster in the rental and sales office;
- c) Where appropriate, advertise, use media, including minority outlets, likely to reach persons least likely to apply for the housing;
- d) Maintain files of Project Owner/Developer's affirmative marketing activities for five (5) years and provide access thereto to County Staff;
- e) Not refrain from renting to any tenant holding a Section 8 Existing Housing Certificate, except for good cause, such as previous failure to pay rent and/or to maintain a rental unit, or the tenant's violation of other terms and conditions of tenancy;
- f) Comply with Section 8 Existing Housing Regulations when renting to any Section 8 tenant;
- g) Exercise affirmative marketing of the units when vacated; and
- h) Verify all information concerning the Applicant, or family members, which may be obtained from any source.

*(B) Non-discrimination and Equal Opportunity*

In carrying out this Agreement, the Project Owner/Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, familial status, handicap or national origin. The Project Owner/Developer shall take the necessary steps to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, familial status, handicap or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Project Owner/Developer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the government setting forth the provisions of this non-discrimination clause. The Project Owner/Developer, upon execution of this Agreement, shall agree that all qualified candidates will receive consideration for employment without regard to race, color, religion, sex, age, familial status, handicap or national origin.

The Project Owner/Developer will, in all solicitations or advertisements for employees

placed by or on behalf of the Project Owner/Developer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The County will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the County's contracting officer, advising the labor union or worker's representative of the Project Owner/Developer's commitments under Section 202 of Executive Order No 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Project Owner/Developer will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

The Project Owner/Developer will furnish all information and reports required by Executive Order 11246 of September 24, 1965 and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the Agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and order.

In the event the Project Owner/Developer is found to be in noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the Project Owner/Developer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulations, or order of the Secretary of Labor or as otherwise provided by law.

The Project Owner/Developer will include the provisions of this section of this agreement in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Project Owner/Developer will take such action with respect to any subcontract or purchase order as the Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event the Project Owner/Developer becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Agency the Project Owner/Developer may request the United States to enter into such litigation to protect the interest of the United States.

### **(C) Training and Business Opportunity**

The Project Owner/Developer agrees to comply with the federal regulations governing training, employment and business opportunities as follows:

1. It is agreed that the work to be performed under this agreement is on a project assisted under a program providing direct Federal financial assistance from the US Department of Housing and Urban Development and is subject to the requirements of Section 3 of the

Housing and Urban Development Act of 1968 as amended, 12 U.S.C. 1701 u, as well as any and all applicable amendments thereto. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given low and moderate income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the project area.

2. The Project Owner/Developer shall comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 Code of Federal Regulations and all applicable rules and orders of the Agency of Housing and Urban Development issued thereunder as well as any and all applicable amendments thereto prior to the execution of this contract as well as during the term of this contract. The Project Owner/Developer certifies and agrees that it is under no contractual or other disability, which would prevent it from complying with these requirements as well as any and all applicable amendments thereto.
3. The Project Owner/Developer will include this Section 3 clause in every subcontract for work in connection with the project and will, at the direction of the County, take appropriate action pursuant to the subcontractor upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, in 24 Code of Federal Regulations. The Project Owner/Developer will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 code of Federal Regulations and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with these requirements as well as with any and all applicable amendments thereto.
4. Compliance with the provisions of Section 3, the regulations set forth in 24 Code of Federal Regulations and all applicable rules and orders of the Agency of Housing and Urban Development issued thereunder prior to the execution of the contract shall be a condition precedent to federal financial assistance being provided in the Project as well as a continuing condition, binding upon the applicant or recipient for such assistance, its successors, and assigns. Failure to fulfill these requirements shall subject the Project Owner/Developer or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by 24 Code of Federal Regulations as well as with any and all applicable amendments thereto.

**(D) Displacement, Relocation and Acquisition**

If applicable, Project Owner/Developer agrees to provide relocation assistance for displaced persons at the levels described in and in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C.4201 to 4655) and 49 CFR, Part 24.

**(E) Labor Requirements**

Project Owner/Developer and its contractors and subcontractors shall comply with Davis-Bacon Act (40 U.S.C. 276a-276a-5) with regard to all its requirements including wage rates paid pursuant to or as a result of this Agreement. If any project under this agreement involves the construction or rehabilitation of 12 or more HOME assisted units, the Project Owner/Developer shall comply with the provisions of the Davis-Bacon Act as supplemented by Agency of Labor regulations (29 CFR, Part 5), as amended.

Any contracts executed as a result of this Agreement may also be subject to the overtime provisions, as applicable, of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332).

#### **(F) Environmental Review**

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 for the state of New Jersey under 24 CFR Part 58.

Further, the Project Owner/Developer will not undertake or commit any funds to physical or choice-limiting actions, including property acquisition, demolition, movement, rehabilitation, conversion, repair or construction prior to the environmental clearance, and must indicate that the violation of this provision may result in the denial of any funds under the agreement.

The Project Owner/Developer agrees to comply with all requirements of the HOME Program as stated in 24CFR Part 92, including but not limited to the following:

1. No HOME project funds will be advanced, and no costs can be incurred, until the County has conducted an environmental review of the proposed project as required under 24 CFR Part 58. The environmental review may result in a decision to proceed with, modify, or cancel the project.
2. The Project Owner/Developer will provide any documentation required by the Agency regarding match as may be required to document match for purposes of the HOME program.

#### **(G) Conflict of Interest**

The Project Owner/Developer guarantees that no member of, or Delegate to, the Congress of the United States shall be admitted to any share or part of this contract or to any benefit to arise from the same. The Project Owner/Developer agrees that no members of the governing body of the locality in which the Project Owner/Developer is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Agreement during his/her tenure, or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the services performed under this Agreement. Unless

expressly permitted by U.S. Department and Housing and Urban Development ("HUD"), Project Owner/Developer agrees that no person who is an employee, agent, consultant, officer, or elected or appointed official of the Project Owner/Developer and who exercises or has exercised any functions or responsibilities with respect to activities assisted with HOME funds, or who is in a position to participate in a decision making process to gain inside information with regard to such HOME-assisted activities, may obtain a financial interest or benefit from the HOME-assisted activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for himself or herself or for those with whom he or she has family or business ties, during his or her tenure or for one (1) year thereafter. Unless expressly permitted by the County, no Project Owner/Developer, or officer, employee, agent or consultant of the Project Owner/Developer, may occupy a HOME-assisted affordable housing unit in a project.

## **Section 6: Records and Reports**

### Records Maintenance.

Project Owner/Developer shall maintain such records and accounts, including program records, project records; financial records; program administration records; equal opportunity and fair housing records; affirmative marketing and MBE/WBE records; records demonstrating compliance with the environment review requirements of 92.352 and 24 CFR part 58; records demonstrating compliance with the requirements of 92.353 regarding displacement, relocation and real property acquisitions; records demonstrating compliance with the labor requirements of 92.354; records demonstrating compliance with the lead-based paint requirements of 92.355; records supporting exceptions to the conflict of interest prohibition pursuant to 92.356; debarment and suspension certifications required by 24 CFR parts 24 and 91; and any other records as are deemed necessary by the County to assure a proper accounting and monitoring of all HOME Funds. In the event the County determines that such records are not being adequately maintained by Project Owner/Developer, the County may cancel this Agreement in accordance with Article III Section 7 and Article IV herein.

With respect to all matters covered by this Agreement, records will be made available for examination, audit, inspection or copying purposes at any time during normal business hours and as often as the HUD, representatives of the Comptroller General of the United States or other Federal agency may require. Project Owner/Developer will permit same to be examined and excerpts or transcriptions made or duplicated from such records, and audits made of all contracts, invoices, materials, records of personnel and of employment and other data relating to all matters covered by this Agreement. The County's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency, whether local, State or Federal.

The Project Owner/Developer shall retain all records and supporting documentation applicable to this Agreement for the most recent five (5) year period, except as provided below:

- (a) For rental housing projects, records shall be retained for five (5) years after the project completion date; except that records of individual tenant income verifications, project rents and project inspections must be retained for the most recent five (5) year period, until five (5) years after the affordability period terminates.

- (b) Written agreements must be retained for five (5) years after the agreement terminates.
- (c) Records covering displacements and acquisition must be retained for five (5) years after the date by which all persons displaced from the property and all persons whose property is acquired for the project have received the final payment to which they are entitled in accordance with 92.353.
- (d) If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the required period, whichever is later.

The Project Owner/Developer shall maintain income records of all tenants who rent any HOME-assisted units for the entire period of affordability as defined in Section 2 and any pertinent mortgage document given to the County by the Project Owner/Developer.

Project Owner/Developer shall annually provide the County with information on rents and occupancy of HOME-assisted units in order to demonstrate compliance with 24 CFR 92.252.

Any increase in rents for HOME-assisted units is subject to the provisions of outstanding leases, and in any event, the Project Owner/Developer must provide tenants of those units not less than thirty (30) days prior written notice before implementing any increase in rents. The income of each tenant must be determined initially in accordance with 24 CFR 92.203(a)(1)(i). In addition, each year during the period of affordability, the project Owner/Developer must re-examine each tenant's annual income in accordance with one of the options in 24 CFR 92.203 selected by the City. If for a multifamily project with an affordability period of ten (10) years or more, the Project Owner/Developer re-examines tenant's annual income through a statement and certification in accordance with 24 CFR 92.203(a)(1)(ii), must examine the income of each tenant, in accordance with 24 CFR 92.203(a)(1)(i) every sixth year of the affordability period. Otherwise, if the Project Owner/Developer accepts the tenant's statement and certification in accordance with 24 CFR 92.203(a)(1)(ii) is not required to examine the income of tenants in multifamily or single-family projects unless there is evidence that the tenant's written statement failed to completely and accurately state information about the family's size or income.

#### Reporting

- During the Period of Affordability & Loan Affordability period, Project Owner/Developer will provide the County with an Occupancy and Rent Reporting Form and Certification providing income, family size, monthly rent, and utility information for all occupants of the HOME assisted units during the past year. This information will be provided not less than 45 days prior to the County's project reporting period and as dictated by HUD/HOME funding regulations.

#### **Section 7: Enforcement of Agreement – DEFAULT**

A default shall consist of any use of HOME Funds for a purpose other than as authorized by this Agreement, noncompliance with the HOME Investment Partnerships Act, any material breach of the Agreement, failure to timely comply with the audit requirements in Article XV, failure to expend HOME Funds in a timely manner, or a misrepresentation in the application submission which, if known by County and/or HUD, would have resulted in HOME funds not

being provided. Upon due notice to the Project Owner/Developer of the occurrence of any such default and the provision of a reasonable opportunity to respond, County may take one or more of the following actions:

- (a) Direct the Project Owner/Developer to prepare and follow a schedule of actions for carrying out the affected activities, consisting of schedules, timetables and milestones necessary to implement the affected activities;
- (b) Establish and follow a management plan that assigns responsibilities for carrying out the remedial actions;
- (c) Cancel or revise activities likely to be affected by the performance deficiency, before expending HOME funds for the activities;
- (d) Reprogram HOME funds that have not yet been expended from affected activities to other eligible activities or withhold HOME funds;
- (e) Direct the Project Owner/Developer to reimburse the City's program accounts in any amount not used in accordance with the requirements of 24 CFR Part 92;
- (f) Suspend disbursement of HOME funds for affected activities;
- (g) Other appropriate action including, but not limited to, any remedial action legally available, such as affirmative litigation seeking declaratory judgment, specific performance, damages, temporary or permanent injunctions, termination of the Agreement and any other available remedies.

For purposes of this Agreement, a reasonable opportunity to respond to any default shall be thirty (30) days from receipt by Project Owner/Developer of the County's written notice of default. No delay or omission by County and/or HUD in exercising any right or remedy available to it under the Agreement shall impair any such right or remedy or constitute a waiver or acquiescence in any Project Owner/Developer default. A deed restriction, in the form of a lien will be filed at the courthouse and shall run with the land.

Unless the Project Owner/Developer's default is waived, the County may, upon twenty-four (24) hour written notice, terminate this Agreement for said default. Waiver by the County of Project Owner/Developer's default under this Agreement shall not be deemed to be a waiver of any other default nor shall it be termination notice.

Notices required herein, shall be considered received by the Project Owner/Developer and the County if delivered in person with written proof thereof, or when deposited in the U.S. Mail, in a prepaid wrapper marked certified, return receipt requested.

#### **Section 8: Request for Disbursements of Funds**

As consideration for the performance of its services, County shall reimburse Project Owner/Developer for all eligible costs, as determined by the County, in an amount not to

exceed \$100,000. Payment for services shall be limited to the services described in Exhibit "A".

Project expenses shall be paid based on vouchers for actual expenses incurred or paid. Requests for payment must be submitted by the Project Owner/Developer on forms specified by the County, with adequate and proper documentation of eligible costs incurred in compliance with 92.206 and necessary for HUD IDIS disbursement requirements. All such expenses shall be in conformance to the approved project budget. Budget revision and approval shall be required prior to payment of any expenses not conforming to the approved project budget.

A request for reimbursement shall be submitted by the Project Owner/Developer to County with specific itemization of expenses incurred. Copies of canceled checks, and HUD 1 closing statements must accompany this request, or other means of proving work has been completed and paid for by the Project Owner/Developer.

The Project Owner/Developer may not request disbursement of HOME funds under this Agreement until the funds are needed for payment of eligible HOME costs and the amount of each disbursement request shall be limited to the amount needed. An advance disbursement of HOME funds under this agreement is not allowed.

#### **Section 9: Repayment of Loan**

1. All HOME funds are subject to repayment in the event the Project does not meet the Project Requirements as outlined above.
2. It is understood that upon the completion of the Project, any HOME funds reserved but not expended under this agreement will revert to the County.

#### **Section 10: Duration of Agreement**

If the housing assisted under this Agreement is a rental housing project, this Agreement and the period of affordability will remain in effect through the affordability period as stipulated in Section 2. Any Gloucester County mortgage lien(s) placed on the property for the purposes described in this Agreement will remain in effect under the terms and conditions stipulated in the Mortgage and Note documents.

#### **Section 11: Conditions for Religious Organizations**

The Project Owner/Developer ensures that HOME Funds shall not be provided to primarily religious organizations, such as churches, for any activity including secular activities. In addition, HOME Funds shall not be used to rehabilitate or construct housing owned by primarily religious organizations or to assist primarily religious organizations in acquiring housing. However, HOME Funds may be used by a secular entity to acquire housing from a primarily religious organization, and a primarily religious entity may transfer title to its property to a wholly secular entity and the entity may participate in the HOME program in accordance

with the requirements of 24 CFR Part 92.257. The entity may be an existing or newly established entity, which may be an entity established by the religious organization. The completed housing project must be used exclusively by the owner entity for secular purposes, available to all persons regardless of religion. In particular, there must be no religious or membership criteria for tenants of the property.

#### **ARTICLE IV: CANCELLATION OF AGREEMENT**

Except as otherwise provided herein, this Agreement may be cancelled for convenience in accordance with the provisions in 24 C.F.R. 85.44. Either party will be required to provide thirty (30) days advance written notice to the other at its address as herein specified.

In accordance with 24 CFR 85.43, suspension or termination may occur if the Project Owner/Developer materially fails to comply with any term of the award, and that the award may be terminated for convenience with 24 CFR 85.44. If through any cause, the Project Owner/Developer shall fail to fulfill in timely and proper manner its obligations under this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Project Owner/Developer of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. In such event, the Project Owner/Developer shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder to the date of said termination. Notwithstanding the above, the Project Owner/Developer 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 Project Owner/Developer and the County may withhold any payments to the Project Owner/Developer for the purpose of setoff until such time as the exact amount of damages due the County from the Project Owner/Developer is determined whether by court of competent jurisdiction or otherwise.

#### **ARTICLE V: NON-ASSIGNABILITY**

Project Owner/Developer have the right to sign this Contract, however, the limitations shall be that the Entity that is to be assigned to is one affiliated with the Project Owner/Developer. If it is any other Entity, it shall only be assigned with the Agreement of the County.

#### **ARTICLE VI: MODIFICATION**

This Agreement may be amended or modified by a written instrument executed by the duly authorized representatives of the parties hereto. Similarly, no amendment that affects the provisions of this Agreement shall be valid unless in writing, executed by the County and the Project Owner/Developer, and approved by the Gloucester County Board of Chosen Freeholders.

#### **ARTICLE VII: LOCAL PROPERTY STANDARDS**

Project Owner/Developer shall comply with all applicable federal, state and local codes, incorporated herein and by reference made a part hereof. Project Owner/Developer and its contractors and subcontractors shall comply with all applicable provisions in the Borough of

Glassboro and all other local applicable Ordinances.

#### **ARTICLE VIII: PROPERTY INSURANCE**

Project Owner/Developer agrees to provide hazard insurance as required for fire and flood damage (if located in a designated flood hazard zone) for the full value of the property, and to designate the County as the beneficiary relative to its interest and its loan position on the property and be named as loss payee.

#### **ARTICLE IX: PROJECT PUBLICITY**

Any news release or other type of publicity pertaining to the work performed pursuant to this Agreement must recognize the County as a sponsor funded through HUD.

#### **ARTICLE X: EVALUATION**

The County through the Agency, in accordance with the Policies and Procedures as outlined in the HOME regulations, 24 CFR 92, will apply to this project for HOME Monitoring and Program Support and as may thereafter be revised, shall be responsible for monitoring and evaluating all aspects of the services provided by Project Owner/Developer under this Agreement. The Agency shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the Agency or HUD to accomplish this evaluation. In order to properly monitor and evaluate the Project Owner/Developer's performance under this Agreement, the Agency shall make on-site inspections annually or as often as it deems necessary. Failure by the Project Owner/Developer to assist the Agency in this effort, including allowing the Agency to conduct the on-site inspections and have access to the Project Owner/Developer's records, shall result in the imposition of sanctions as specified in Article III Section 7 herein.

Said evaluation shall be accomplished by the Agency through a management evaluation of the services provided under this Agreement during the term of this Agreement.

During the period of affordability, the Agency shall perform on-site inspections of HOME-assisted rental housing to determine compliance with the property standards per Article III Section 4 and Article VII herein, and to verify the information submitted by in accordance with 24 CFR 92.252, no less than: every three (3) years for projects containing one (1) to four (4) units; every two (2) years for projects containing five (5) to twenty-five (25) units; and every year for projects containing twenty-six (26) or more units. Inspections shall be based on a sufficient sample of units.

#### **ARTICLE XI: NEGATION OF AGENT OR EMPLOYEE STATUS**

Project Owner/Developer shall perform this Agreement as an independent agent, and nothing contained herein shall in any way be construed to constitute Project Owner/Developer or any of its assistants, representatives, agents, subagents, employees, contractors, partners,

affiliates, holding companies or subsidiaries to be representatives, agents, subagents, or employees of the County.

Project Owner/Developer certifies its understanding that the County is not required to withhold any federal income tax, social security tax, state and local tax, or to secure workers' compensation insurance or employers' liability insurance of any kind, or to take any other action with respect to such insurance or taxes of Project Owner/Developer, or its assistant(s), representatives, agents, subagents, employees or contractors.

In no event and under no circumstances shall any provision of this Agreement make the County liable to any person or entity that contracts with or that provides goods or services to Project Owner/Developer in connection with services Project Owner/Developer has agreed to perform hereunder or otherwise, or for any debts or claims of any nature accruing to any person or entity against Project Owner/Developer. There is no contractual relationship, either express or implied, between the County and any person or entity supplying any work, labor, services, goods or materials to Project Owner/Developer as a result of this Agreement.

#### **ARTICLE XII: SUBCONTRACTS**

Project Owner/Developer is required to provide all work pursuant to this Agreement and in no event shall any portion be subcontracted to any other party without the County's prior written consent. If any part of the work is assigned or subcontracted, it shall not in any way affect the provisions of this Agreement. Project Owner/Developer is allowed to subcontract the development or construction of affordable housing units to properly licensed contractors. All contracts with properly licensed contractors shall be in writing and subject to approval by the County.

#### **ARTICLE XIII: INDEMNIFICATION**

Project Owner/Developer shall defend, hold harmless and indemnify the County from and against any and all liability, injury, loss, claims, damages, costs, attorneys' fees and expenses of whatever kind or nature which the County may sustain, suffer or incur or be required to pay by reason of:

- (a) The loss of any monies paid to Project Owner/Developer;
- (b) Fraud, defalcation or dishonesty on the part of any person representing, employed by, contracted or subcontracted by Project Owner/Developer;
- (c) Any act, omission, wrongdoing, misconduct, want of care or skill, negligence or default on the part of Project Owner/Developer or any of its contractors, subcontractors, sub-subcontractors, material men, suppliers and laborers in the execution or performance of this Agreement; or

- (d) A judgment regardless of whether such judgment is covered by the insurance required under ARTICLE XIV of this Agreement.

The indemnity hereunder shall survive termination of the Agreement. In the event that any action, suit or proceeding is brought against the County upon any liability arising out of the Agreement, or any other matter indemnified against, the County at once shall give notice in writing thereof to Project Owner/Developer by registered or certified mail addressed to Project Owner/Developer. Upon receipt of such notice, Project Owner/Developer, at its own expense, shall defend against such action and take all such steps as may be necessary or proper to prevent the obtaining of a judgment against the County.

#### ARTICLE XIV: INSURANCE

During the life of this Agreement, Project Owner/Developer shall provide, pay for and maintain with companies satisfactory to the County, the types of insurance described herein. All insurance shall be from responsible companies duly authorized to do business in the State of New Jersey. Such insurance shall be primary coverage afforded the Additional Insured and shall contain a cross-liability or severability of interest clause. The general liability policy shall provide that the County is an additional insured as to the operation of the Project Owner/Developer under this Agreement. The insurance coverage and limits required must be evidenced by properly executed certificates of insurance on forms, which are to be furnished by the County. The authorized representative of the insurance company shown on the certificate must personally manually sign each certificate. Thirty (30) days written notice by registered or certified mail must be given the County of any cancellations, intent not to renew, or reduction in the policy coverage, except in the application of the aggregate liability limits provisions. Should any aggregate limit of liability coverage be reduced, it shall be immediately increased back to the limit required by this Agreement. The insurance coverages required herein are to be primary to any insurance carried by the County or any self-insurance program thereof. The Project Owner/Developer shall be responsible for any deductibles under its policies. The Project Owner/Developer shall ensure that all of its contractors and subcontractors carry adequate types and limits of insurance.

Workers' Compensation and Employers' Liability Insurance shall be provided for all employees engaged in the work under this Agreement in accordance with the laws of the State of New Jersey. The amount of the employers' liability insurance shall not be less than \$100,000.00 each accident, \$500,000.00 disease aggregate, and \$100,000.00 disease each employee.

- (a) Commercial General Liability Insurance shall be written with a minimum limit of \$1,000,000.00 each occurrence. Such policy shall be issued by an insurance company authorized to do business in the State of New Jersey, shall include the County as an additional insured and shall cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, and liability assumed under this Agreement. Completed operations liability coverage shall be maintained for a minimum of one-year following completion of the work.

- (b) All Risk Property Damage Insurance on property financed by this grant. Such coverage shall be written to cover all risks of physical damage before, during, and after renovation on a replacement cost agreed amount form. Claim payments shall be payable to the County and the Provider as their interests may appear.

#### **ARTICLE XV: AUDIT REQUIREMENTS**

In the event, that during the period of this Agreement, Project Owner/Developer expends more than \$300,000.00 in federal funds in an operating year from this and other federal grants, Project Owner/Developer shall, at its own cost and expense, cause to be carried out an independent audit. The audit shall be completed, and a copy furnished to the County, within the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period, unless a longer period is agreed to in advance by the County. For purposes of this Agreement, an operating and/or audit year is the equivalent to the Project Owner/Developer's fiscal year. The determination of when Grant Funds are expended is based on when the activity related to the expenditure occurs.

The audit shall be conducted in compliance with the Office of Management and Budget Circular No. A-133, as amended and 24 CFR Parts 44 and 45, which are made a part of this Agreement by reference thereto. In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not expended in accordance with the conditions of this Agreement, Project Owner/Developer shall be held liable for reimbursement to the County of all funds not expended in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the County has notified Project Owner/Developer of such non-compliance. Said reimbursement shall not preclude the County from taking any other action as provided in Article I Section 7 herein.

If expenditure does not exceed \$300,000.00 during an operating year, Project Owner/Developer shall provide the County with its annual financial statement within ninety (90) days of the end of its operating year. Said financial statement shall be prepared by an actively licensed certified public accountant.

#### **ARTICLE XVI: SURVIVAL**

All provisions of this Agreement intended to survive or to be performed subsequent to the end of the period of this Agreement shall survive the termination of this Agreement

#### **ARTICLE XVII: SUCCESSORS AND ASSIGNS**

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

#### **ARTICLE XVIII: HEADINGS**

All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

## **ARTICLE XIX: VENUE**

This Agreement shall be construed under the laws of the State of New Jersey. Venue shall be in Gloucester County, New Jersey.

## **ARTICLE XX: LOBBYING**

The Project Owner/Developer agrees that it will comply with, and uphold as its responsibility the following:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Project Owner/Developer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a 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, 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Project Owner/Developer will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

## **ARTICLE XXI: NOTICES**

The County and the Project Owner/Developer agree that all notices required by the Agreement shall be in writing and delivered by personal service, or by registered mail addressed to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served; or, if by mail, on the fifth day after being posted or the date of actual receipt, whichever is earliest.

### **County Address:**

Department of Economic Development  
Division of Community Development  
115 Budd Boulevard  
West Deptford, NJ 08096

Attn: Lisa Morina, Director

### **Project Owner/Developer Address:**

White Oak Associates, LLC  
c/o Conifer Realty, LLC.  
20000 Horizon Way, Suite 180  
Mt. Laurel, NJ 08054

Attn: Sam Leone, Project Director

**IN WITNESS WHEREOF,**

The County of Gloucester and White Oak Associates, LLC. have caused their signatures to be hereunto affixed and duly attested

GLOUCESTER COUNTY BOARD  
CHOSEN FREEHOLDERS

WHITE OAK ASSOCIATES, LLC

By: \_\_\_\_\_  
ROBERT M. DAMMINGER  
Freeholder Director

By: \_\_\_\_\_  
Charles Lewis, Esq., Vice President  
Conifer Realty LLC,  
Managing Member-White Oak Assoc LLC

WITNESSED:

By: \_\_\_\_\_  
ROBERT DiLELLA Clerk of  
the Board of Chosen Freeholders

**Exhibit A**  
**Scope of Work**

The developer will utilize the \$100,000 of allocated HOME funds to develop a 72 unit affordable rental housing project to be known as White Oak Lane at Mantua to be located at 1031 Main Street, Mantua NJ. Construction of the project was set to begin by October 2012 and will be completed by the end of 2013. All 72 units will be affordable and will comply with COAH Regulations in order to address the need for affordable housing in Mantua. 8 Units will be designated as HOME units (5 1-Bedroom and 3 2-Bedroom units). An offsite pump station, sewer extension and meter station needs to be constructed, funding used to offset this portion of the project.

The units will be developed in accordance with the response to RFP-12-052 dated October 10, 2012 and which are incorporated in its entirety and made a part of this Contract.

**Exhibit B**

**Budget**

**Exhibit C**  
**Location of Project**

Property is located at 1031 Main Street, Mantua, County of Gloucester, New Jersey,  
BLOCK 253.01, LOTS 38.01 and 39.

**Exhibit D**  
**Plans, drawings, specifications or write-ups**

132

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-10240

DATE 11/13/2012

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Economic Dev  
T-03-08-711-170-21281

AMOUNT OF CERTIFICATION \$100,000.00 COUNTY COUNSEL Emmett Primas

DESCRIPTION: Agreement w/ White Oak Assoc. LLC c/o Conifer Realty, LLC to assist in the development of a HOME Affordable Rental Project in Mantua, NJ for \$100,000.00. Term of 1 year 11/20/12 through 11/19/13

VENDOR: White Oak Associates, LLC c/o Conifer Realty LLC

ADDRESS: 20 000 Horizon Way, Suite 180  
Mt. Laurel, NJ 08054

CW DEPARTMENT HEAD APPROVAL

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 11-16-12

11/20/12

**RESOLUTION AUTHORIZING MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES  
PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM  
NOVEMBER 20, 2012 TO NOVEMBER 19, 2013 :**

<u>SUBRECIPIENT</u>	<u>TOTAL CONTRACT AMOUNT</u>
<b>BOROUGH OF WESTVILLE</b>	<b>\$50,000.00</b>
<b>BOROUGH OF NATIONAL PARK</b>	<b>\$50,000.00</b>
<b>TOWNSHIP OF MANTUA</b>	<b>\$50,000.00</b>
<b>TOWNSHIP OF DEPTFORD (1)</b>	<b>\$50,000.00</b>
<b>TOWNSHIP OF DEPTFORD (2)</b>	<b>\$50,000.00</b>

**WHEREAS**, the County is entitled to Community Development Block Grant Entitlement Funds 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, pursuant to the provisions of 24 CFR 570, may delegate authority for the implementation of certain Community Development Activities pursuant to the application to the municipalities located within the County; and

**WHEREAS**, each municipality has proposed the following activities to be carried out pertinent to an approved Public Facilities Project with the use of CDBG funds:

- **Borough of Westville** for the removal of architectural barriers through the installation of an elevator at the municipal building in the amount of \$50,000.00, pursuant to C.A.F. #12-10181 which amount shall be charged against line item T-03-08-612-170-21221; and
- **Borough of National Park** for sidewalk improvement and ADA ramp installation along Pennsylvania, New Jersey, Columbia, and Monument Avenues in the amount of \$50,000.00, pursuant to C.A.F. #12-10182 which amount shall be charged against line item T-03-08-612-170-21212; and
- **Township of Mantua** for Phase I Reconstruction of Booty Mill Road in the amount of \$50,000.00, pursuant to C.A.F. #12-10183 which amount shall be charged against line item T-03-08-612-170-21210; and
- **Township of Deptford** for installation of ADA compliant curb cuts to Village Blvd in the amount of \$50,000.00, pursuant to C.A.F. #12-10185 which amount shall be charged against line item T-03-08-612-170-21202.
- **Township of Deptford** for the reconstruction of Asbury Ave from Summit to Longwood Avenue in the amount of \$50,000.00, pursuant to C.A.F. #12-10186 which amount shall be charged against line item T-03-08-612-170-21202.

**WHEREAS**, each Agreement shall be for a term commencing November 20, 2012 and terminating November 19, 2013.

**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 be and are hereby authorized to execute the agreements with various municipalities to administer CDBG funds each for a period of one year, beginning November 20, 2012 and ending November 19, 2013 with the Borough of Westville in the amount of \$50,000.00; Borough of National Park in the amount of \$50,000.00; Township of Mantua in the amount of \$50,000.00; Township of Deptford (1) in the amount of \$50,000.00 and the Township of Deptford (2) in the amount of \$50,000.00 for the afore-mentioned services.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on Tuesday, November 20, 2012 at Woodbury, New Jersey



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**ROBERT N. DIELLA, CLERK**

HUD GRANT NO: B-12-UC-34-0109  
AMOUNT: **\$50,000.00**  
GC AGREEMENT NO: CD-12-PF#4

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

**THIS AGREEMENT**, made and entered into on the **20th** day of **November, 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 **BOROUGH OF WESTVILLE**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a 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 Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

**WHEREAS**, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 November 19, 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 November 19, 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:

**BOROUGH OF WESTVILLE**

**COUNTY OF GLOUCESTER**

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

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

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

By: **ROBERT M. DAMMINGER**, Freeholder Director  
(Typed Name/Title)

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

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

**ATTEST:**

**ATTEST:**

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

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

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

By: **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 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)

BOROUGH OF WESTVILLE  
 165 Broadway  
 Westville, NJ 08093

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: **Borough of Westville**

Activity Name: **Removal of architectural barriers/installation of elevator at Municipal Building**

Activity Number: **CD-12-PF#4**

### **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 **November 19, 2013**.

The Borough of Westville recently purchased a building in the downtown business district. This building will house the Municipal Offices, Court Offices, Court Council and Council Chambers and Police Department. There is a second floor in the Police section that is currently accessible only by stairs. This is an impediment to handicapped individuals. Construction of an elevator will make the space unusable for Municipal purposes. This is a large area intended for use as storage, office and meeting/training space. Installation of an elevator is imperative for optimum utilization of the facility by all persons.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

BB

HUD GRANT NO: B-12-UC-34-0109  
AMOUNT: **\$50,000.00**  
GC AGREEMENT NO: CD-12-PF#5

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

**THIS AGREEMENT**, made and entered into on the **20th** day of **November, 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 **BOROUGH OF NATIONAL PARK**, 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 Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

**WHEREAS**, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 November 19, 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 November 19, 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.

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

**BOROUGH OF NATIONAL PARK**

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

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

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

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

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

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

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

BOROUGH OF NATIONAL PARK  
 7 South Grove Avenue  
 National Park, NJ 08063

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: **Borough of National Park**

Activity Name: **Sidewalk, Curb and Accessible Curb Ramp Improvements**

Activity Number: **CD-12-PF#5**

### **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 **November 19, 2013**. Agreement with National Park is for the Sidewalk Improvement and ADA Ramp Installation along Pennsylvania, New Jersey, Columbia, and Monument Avenues. Installation of ADA Ramps and sidewalk improvement will improve the infrastructure and provide access for residents and the general public.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

B3

HUD GRANT NO: B-12-UC-34-0109  
AMOUNT: **\$50,000.00**  
GC AGREEMENT NO: CD-12-PF#6

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

**THIS AGREEMENT**, made and entered into on the **20th** day of **November, 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 TOWNSHIP OF MANTUA, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a 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 Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

**WHEREAS**, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 November 19, 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 November 19, 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.

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

**TOWNSHIP OF MANTUA**

**COUNTY OF GLOUCESTER**

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

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

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

By: **ROBERT M. DAMMINGER, Freeholder Director**  
(Typed Name/Title)

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

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

**ATTEST:**

**ATTEST:**

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

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

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

By: **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 or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

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

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

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

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

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

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

TOWNSHIP OF MANTUA  
 401 Main Street  
 Mantua, NJ 08051

GLOUCESTER COUNTY, NEW JERSEY

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

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

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

\_\_\_\_\_  
**Date**

**ATTEST:**

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

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

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

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

## APPENDIX TO CDBG CERTIFICATIONS

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

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph 0

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

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

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

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

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

**EXHIBIT 2**

**SCOPE OF SERVICES**

## **EXHIBIT 2**

### **SCOPE OF SERVICES**

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

Agency: **Township of Mantua**  
Activity Name: **Phase I Reconstruction of Booty Mill Road**  
Activity Number: **CD-12-PF#6**

### **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 **November 19, 2013**. Agreement is for Phase I Reconstruction of Booty Mill Road. The existing pavement on Booty Mill Road is in need of reconstruction. The existing roadway is heavily deteriorated with numerous areas of failure such as potholes and alligator cracking. The roadway will be milled and overlaid with 2 inch thick Hot Mix Asphalt from 450 feet west of Edwards Run to its mid point approximately 250 feet beyond Edwards Run. All areas of eroded roadway shoulders will be stabilized with rip rap stone. Storm inlet grates will also be replaced with eco-friendly castings in accordance with NJDEP Best Management Practices.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

HUD GRANT NO: B-12-UC-34-0109  
AMOUNT: **\$50,000.00**  
GC AGREEMENT NO: CD-12-PF#7

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

**THIS AGREEMENT**, made and entered into on the **20th** day of **November, 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 **TOWNSHIP OF DEPTFORD**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a 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 Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

**WHEREAS**, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 November 19, 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 November 19, 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:

**TOWNSHIP OF DEPTFORD**

**COUNTY OF GLOUCESTER**

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

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

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

By: **ROBERT M. DAMMINGER**, Freeholder Director  
(Typed Name/Title)

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

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

**ATTEST:**

**ATTEST:**

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

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

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

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

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

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

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

TOWNSHIP OF DEPTFORD  
 1011 Cooper Street  
 Deptford, NJ 08096

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: **Township of Deptford**

Activity Name: **ADA Ramp and Curb Cut Installation to Village Blvd**

Activity Number: **CD-12-PF#6**

### **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 **November 19, 2013**. The Agreement is for removal and replacement of noncompliant ADA ramps with ADA compliant ramps and curb cuts. The proposed ramps will provide barrier free accessibility to the sidewalks and serve the neighborhood surrounding the Locust Grove community.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

BB

HUD GRANT NO: B-12-UC-34-0109  
AMOUNT: **\$50,000.00**  
GC AGREEMENT NO: CD-12-PF#8

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

**THIS AGREEMENT**, made and entered into on the **20th** day of **November, 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 **TOWNSHIP OF DEPTFORD**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a 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 Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

**WHEREAS**, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 November 19, 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 November 19, 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:

**TOWNSHIP OF DEPTFORD**

**COUNTY OF GLOUCESTER**

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

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

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

By: **ROBERT M. DAMMINGER, Freeholder Director**  
(Typed Name/Title)

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

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

**ATTEST:**

**ATTEST:**

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

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

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

By: **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 1 of the Act; or
  - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
  - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

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

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

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

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

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

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

TOWNSHIP OF DEPTFORD  
 1011 Cooper Street  
 Deptford, NJ 08096

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: **Township of Deptford**

Activity Name: **Reconstruction of Asbury Avenue from Summit to Longwood Avenues Activity**

Number: **CD-12-PF#7**

### **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 **November 19, 2013**. The Agreement is for reconstruction of Asbury Avenue from Summit to Longwood Avenues Activity. The existing paving on Asbury Avenue is in need of reconstruction. The existing roadway is heavily deteriorating with numerous areas of failure such as potholes. The roadway will be milled and reconstructed with hot mix asphalt. This project will improve the infrastructure and accessibility of the residents within the census block group.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 5**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

BB

Certificate of Availability of Funds

TREASURER'S NO. 12-10241

DATE 11/13/12

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Economic Dev  
T-03-08-612-170-21212

AMOUNT OF CERTIFICATION \$50,000.00 COUNTY COUNSEL Emmett Primas

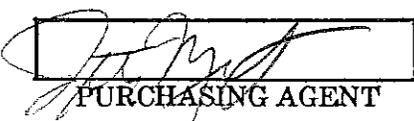
DESCRIPTION: Agreement w/ National Park for sidewalk improvements  
+ ADA Ramp installation. Amount \$50,000.00 Term 11/20/12  
through 11/19/13.

VENDOR: Borough of National Park

ADDRESS: 7 S. Grove Road

National Park, NJ 08063

DEPARTMENT HEAD APPROVAL

APPROVED  PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 11-16-12

11/20/12

BB

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

Certificate of Availability of Funds

TREASURER'S NO. 12-1024a

DATE 11/13/12

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Economic Dev  
T-03-08-612-170-21210

AMOUNT OF CERTIFICATION \$ 50,000.00 COUNTY COUNSEL Emmett Puma

DESCRIPTION: Agreement w/ Mantua for street reconstruction.  
Amount \$ 50,000.00. Term 11/20/12 through 11/19/13.

VENDOR: Mantua Township

ADDRESS: 401 Main Street  
Mantua, NJ 08051

DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 11-14-12

11/20/12

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

B3

Certificate of Availability of Funds

TREASURER'S NO. 12-10243

DATE 11/13/12

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Economic Dev  
T-03-08-612-170-21202

AMOUNT OF CERTIFICATION \$50,000.00 COUNTY COUNSEL Emmett Purras

DESCRIPTION: Agreement w/ Deptford for ADA compliant  
Curbs. Amount \$50,000.00. Term 11/20/12 through 11/19/13.

VENDOR: Township of Deptford

ADDRESS: 1011 Cooper Street  
Deptford, NJ 08096

(CND) DEPARTMENT HEAD APPROVAL

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
NOT APPROVED

DATE PROCESSED 11-16-12

11/20/12

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

B3

Certificate of Availability of Funds

TREASURER'S NO. 12-10244

DATE 11/13/12

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Economic Dev  
T-03-08-612-170-21202

AMOUNT OF CERTIFICATION \$ 50,000.00 COUNTY COUNSEL Emmett Primas

DESCRIPTION: Agreement w/ Deptford for Street Reconstruction.  
Amount \$ 50,000.00 term 11/20/12 through 11/19/13.

VENDOR: Township of Deptford

ADDRESS: 1011 Cooper Street  
Deptford, NJ 08096

DEPARTMENT HEAD APPROVAL

APPROVED   
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 11-16-12

11/20/12

COUNTY OF GLOUCESTER  
P. O. Box 337  
Woodbury, N. J. 08096

B3

Certificate of Availability of Funds

TREASURER'S NO. 12-10245 DATE 11/13/12

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Economic Dev  
T-03-08-612-170-21221

AMOUNT OF CERTIFICATION \$50,000.00 COUNTY COUNSEL Emmett Dumas

DESCRIPTION: Agreement w/ Westville for elevator installation  
at Municipal Building. Amount \$ 50,000.00.  
Term 11/20/12 through 11/19/13.

VENDOR: Borough of Westville

ADDRESS: 165 Broadway  
Westville, NJ 08093

CAD DEPARTMENT HEAD APPROVAL

APPROVED  PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 11-16-12

11/20/12