

MINUTES

7:32 p.m. Wednesday, January 23, 2013

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

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

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

Changes to the Agenda – changes to the December 19th minutes (Nestore abstention – 12-09424 not 12-09242).

Approval of the regular minutes from December 19, 2012, Closeout December 26, 2012, and Annual Reorganization January 4, 2013.

	Motion	Second	Yes	No	Abstain
Nestore			X		
Wallace			X		
Chila	X		X		
Simmons			X		Dec. 26 th
Barnes			X		
Taliaferro		X	X		
Damminger			X		

Comments: N/A

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
DEPUTY DIRECTOR CHILA

47254 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JANUARY 2013.

	Motion	Second	Yes	No	Abstain
Nestore			X		12-00832 12-10899
Wallace			X	Pg. 97 & 98	
Chila	X		X		
Simmons		X	X		12-10996 12-03558 12-03563
Barnes			X		12-11285
Taliaferro			X		
Damminger			X		

Comments: N/A

47255 RESOLUTION DISSOLVING THE SHARED SERVICES AGREEMENT BY AND BETWEEN THE COUNTY AND THE GLOUCESTER COUNTY UTILITIES AUTHORITY REGARDING SECURITY SERVICES.

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

Comments: N/A

47256 RESOLUTION AUTHORIZING A CONTRACT WITH JOHN ALICE, ESQUIRE FOR LEGAL COUNSEL FOR THE COUNTY ADJUSTER'S OFFICE AND OTHER LEGAL SERVICES OF A SPECIALIZED NATURE FROM JANUARY 1, 2013 TO DECEMBER 31, 2013, IN AN AMOUNT NOT TO EXCEED \$35,000.00.

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

Comments: N/A

47257 RESOLUTION AUTHORIZING THE PURCHASE OF MATERIALS, SUPPLIES AND EQUIPMENT THROUGH STATE OF NEW JERSEY CONTRACTS IN ACCORDANCE WITH N.J.S.A. 40A:11-12 FOR THE CALENDAR YEAR 2013.

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

Comments: N/A

47258 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT FROM DELL-SLG SALES THROUGH STATE CONTRACT #A70256 IN AN AMOUNT NOT TO EXCEED \$250,000.00 FOR THE YEAR 2013.

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

Comments: N/A

47259 RESOLUTION AUTHORIZING THE PURCHASE OF POSTAGE AND POSTAGE SUPPLIES THROUGH STATE CONTRACT #A75237 FROM PITNEY BOWES IN AN AMOUNT NOT TO EXCEED \$146,000.00 FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.

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

Comments: N/A

47260 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH MUNIDEX, INC., FOR A TOTAL CONTRACT AMOUNT OF \$23,732.61, FROM JANUARY 23, 2013 TO MARCH 31, 2013, FOR THE DEVELOPMENT, PRINTING AND FIRST CLASS MAILING OF PROPERTY ASSESSMENT NOTIFICATION CARDS AS REQUIRED UNDER N.J.S.A. 54:4-38.1.

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

Comments: N/A

47261 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO COOPERATION AGREEMENT WITH THE BOROUGH OF PAULSBORO FOR ASSESSMENT SERVICES.

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

Comments: N/A

47262 RESOLUTION AUTHORIZING THE EXTENSION OF A CONTRACT WITH GRAPHICOLOR CORP. FOR THE SUPPLY AND DELIVERY OF PRINTED LETTERHEAD AND BUSINESS CARDS FROM FEBRUARY 2, 2013 TO FEBRUARY 1, 2015 FOR AN AMOUNT NOT TO EXCEED \$30,000.00 PER YEAR.

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

Comments: N/A

47263 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE COUNTY OF CUMBERLAND TO PROVIDE SERVICES AS DIRECTOR OF THE OFFICE OF AGING FROM FEBRUARY 1, 2013 TO MAY 31, 2013 FOR UP TO \$4,760.00 DOLLARS PER MONTH.

	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 PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

DEPUTY DIRECTOR CHILA
FREEHOLDER TALIAFERRO

47264 RESOLUTION AUTHORIZING THE INSTALLATION OF CAMERAS FOR THE GLOUCESTER COUNTY RACCOON CREEK BRIDGE AND PAULSBORO/MANTUA BRIDGE FROM NEW JERSEY BUSINESS SYSTEMS, INC., THROUGH STATE CONTRACT #A61405 IN AN AMOUNT NOT TO EXCEED \$61,433.00 FROM THE FY10 HOMELAND RAIL GRANT.

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

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER BARNES**

47265 RESOLUTION AUTHORIZING A TWO-YEAR EXTENSION TO JANUARY 31, 2015 TO CONTRACT WITH A&P PLUMBING & HEATING SUPPLY, LLC FOR THE SUPPLY AND DELIVERY OF VARIOUS PLUMBING SUPPLIES FOR AN AMOUNT NOT TO EXCEED \$80,000.00 PER YEAR, AS PER PD #11-004.

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

Comments: N/A

47266 RESOLUTION AWARDDING CONTRACT TO ALLIED FIRE AND SAFETY EQUIP. CO., INC. FOR ANNUAL INSPECTION AND MAINTENANCE OF WATER/ SPRINKLER SYSTEMS IN VARIOUS COUNTY BUILDINGS AS PER PD 012-052, FROM FEBRUARY 1, 2013 TO JANUARY 31, 2015 FOR AN AMOUNT NOT TO EXCEED \$50,000.00.

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

Comments: N/A

47267 RESOLUTION AWARDDING CONTRACT TO SOUTH JERSEY ENERGY ONE FOR ELECTRIC GENERATION SUPPLY SERVICE FOR PSE&G SECONDARY ACCOUNTS, IN THE TOTAL AMOUNT OF \$200,000.00 PURSUANT TO THE SOUTH JERSEY POWER COOPERATIVE SYSTEM BID PROCESS, EFFECTIVE THRU JUNE 2013 METER READINGS.

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

Comments: N/A

47268 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH GMH ASSOCIATES OF AMERICA FOR GRAFFITI REMOVAL SERVICES FOR COUNTY OWNED STRUCTURES FOR A TWO (2) YEAR PERIOD FROM JANUARY 23, 2013 TO JANUARY 22, 2015 FOR AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR.

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

Comments: N/A

47269 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH CHAMPION UNIFORM RENTAL FOR UNIFORM RENTALS FOR MOSQUITO CONTROL, FLEET MANAGEMENT AND ANIMAL SHELTER FOR A THREE (3) YEAR CONTRACT FROM JANUARY 1, 2013 TO DECEMBER 31, 2015 IN THE AMOUNT NOT TO EXCEED \$40,404.60.

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

Comments: N/A

47270 RESOLUTION AUTHORIZING EXTENSION OF THE CONTRACT WITH DEER CARCASS REMOVAL SERVICE FOR THE REMOVAL OF DEER CARCASSES ON COUNTY ROADWAYS FOR A TWO (2) YEAR PERIOD FROM JANUARY 23, 2013 TO JANUARY 22, 2015 IN AN AMOUNT NOT TO EXCEED \$60,000.00 PER YEAR.

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

Comments: N/A

47271 RESOLUTION CONFIRMING THE AWARD OF EMERGENCY CONTRACTS TO DYER QUARRY, INC. IN THE AMOUNT OF \$24,198.18 AND XYLEM DEWATERING SOLUTIONS, INC. (GODWIN PUMPS) IN THE AMOUNT OF \$55,115.50 FOR HURRICANE SANDY STORM DAMAGE.

	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**

47272 RESOLUTION AUTHORIZING AND CONFIRMING THE FEE SCHEDULE FOR THE DEPARTMENT OF HEALTH.

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

Comments: N/A

47273 RESOLUTION AUTHORIZING A CONTRACT WITH AULETTO ENTERPRISES, INC., T/A AULETTO CATERERS FROM JANUARY 1, 2013 TO DECEMBER 31, 2014, FOR THE PREPARATION AND DELIVERY OF MEALS FOR THE GLOUCESTER COUNTY NUTRITION PROGRAM IN AN AMOUNT NOT TO EXCEED \$590,000.00 FOR THE YEAR 2013, AND AN AMOUNT NOT TO EXCEED \$600,000.00 FOR THE YEAR 2014.

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

Comments: N/A

47274 RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH UNDERWOOD MEMORIAL HOSPITAL FOR THE USE OF ITS MORGUE FOR THE MEDICAL EXAMINER TO PERFORM AUTOPSIES FROM JANUARY 1, 2013 TO DECEMBER 31, 2013, IN AN AMOUNT NOT TO EXCEED \$40,075.00.

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

Comments: N/A

47275 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF SALEM FOR THE MAINTENANCE AND ADMINISTRATION OF A COOPERATIVE OFFICE OF COUNTY MEDICAL EXAMINER FROM JANUARY 1, 2013 TO DECEMBER 31, 2013 IN CONSIDERATION FOR PAYMENT BY THE COUNTY OF SALEM TO THE COUNTY OF GLOUCESTER IN AN AMOUNT NOT TO EXCEED \$175,000.00.

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

Comments: N/A

47276 RESOLUTION AUTHORIZING THE COUNTY TO APPLY FOR AND ENTER INTO AN AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF DISABILITY SERVICES FOR THE RENEWAL OF THE PERSONAL ASSISTANCE SERVICES PROGRAM GRANT FROM JANUARY 1, 2013 TO DECEMBER 31, 2013 IN THE AMOUNT OF \$435,000.00.

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

Comments: N/A

DEPARTMENT OF SOCIAL & HUMAN SERVICES

FREEHOLDER NESTORE
DEPUTY DIRECTOR CHILA

47277 RESOLUTION AUTHORIZING THE PURCHASE OF NEW JERSEY TRANSIT BUS PASSES FOR CLIENTS OF THE GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES FROM FEBRUARY 1, 2013 TO JANUARY 31, 2014, FOR A MAXIMUM AMOUNT OF \$400,000.00

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

Comments: N/A

47278 RESOLUTION AUTHORIZING A ONE YEAR EXTENSION TO THE CONTRACTS FOR HUMAN SERVICES FROM JANUARY 1, 2013 TO DECEMBER 31, 2013:

- A) ROBINS' NEST, INC., PER RFP# 012-002-YSC-02;
- B) CENTER FOR FAMILY SERVICES, INC., PER RFP# 012-002-YSC-03;
- C) ROBINS' NEST, INC., PER RFP# 012-002-YSC-04;
- D) ROBINS' NEST, INC., PER RFP# 012-002-YSC-06;
- E) YOUTH ADVOCATE PROGRAM, INC., PER RFP# 012-002-YSC-07;
- F) CENTER FOR FAMILY SERVICES, INC., PER RFP# 012-002-YSC-08;
- G) ROBINS' NEST, INC., PER RFP# 012-002-YSC-09;
- H) WOODBURY CITY BOARD OF EDUCATION, PER RFP# 012-002-YSC-14

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

Comments: N/A

47279 RESOLUTION AUTHORIZING THE COUNTY TO ENTER INTO A CONTRACT WITH CENTER FOR FAMILY SERVICES, INC., TO PROVIDE SHELTER CARE AND HOUSING FOR JUVENILES IN FAMILY CRISIS FOR AN AMOUNT NOT TO EXCEED \$90,734.00 PER YEAR TO BE PAID IN QUARTERLY PAYMENTS FROM JANUARY 1, 2013 TO DECEMBER 31, 2015.

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

Comments: N/A

47280 RESOLUTION AUTHORIZING AWARD OF A SPLIT RFP FROM JANUARY 1, 2013 TO DECEMBER 31, 2015, AS PER RFP# 013-008, TO BE PAID IN QUARTERLY PAYMENTS, TO 1) NEWPOINT BEHAVIORAL HEALTH CARE, INC., IN AN AMOUNT NOT TO EXCEED \$45,000.00 PER YEAR; 2) NEWPOINT BEHAVIORAL HEALTH CARE, INC., IN AN AMOUNT NOT TO EXCEED \$17,500.00 PER YEAR; 3) NEW POINT BEHAVIORAL HEALTH CARE, INC., IN AN AMOUNT NOT TO EXCEED \$151,000.00 PER YEAR.

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

Comments: N/A

47281 RESOLUTION AUTHORIZING AWARD OF A SPLIT RFP FROM JANUARY 1, 2013 TO DECEMBER 31, 2015, AS PER RFP# 013-009, TO BE PAID IN QUARTERLY PAYMENTS, TO 1) GLASSBORO CHILD DEVELOPMENT CENTER, INC., IN AN AMOUNT NOT TO EXCEED \$20,000.00 PER YEAR; 2) WOODBURY CHILD DEVELOPMENT CENTER, INC., IN AN AMOUNT NOT TO EXCEED \$14,882.00 PER YEAR; 3) REPAUNO PRESCHOOL DAY CARE CENTER, INC., IN AN AMOUNT NOT TO EXCEED \$5,000.00 PER YEAR.

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

Comments: N/A

47282 RESOLUTION AUTHORIZING THE COUNTY OF GLOUCESTER TO ENTER INTO CONTRACTS FOR HUMAN SERVICES, FOR A TERM OF ONE YEAR, FROM JANUARY 1, 2013 TO DECEMBER 31, 2015, TO BE PAID QUARTERLY WITH THE FOLLOWING ENTITIES:

- A) THE ARC GLOUCESTER, TO PROVIDE PROGRAMS FOR THE MENTALLY CHALLENGED CITIZENS OF GLOUCESTER COUNTY, FOR AN AMOUNT NOT TO EXCEED \$22,000.00
- B) ABILITIES CENTER OF SOUTHERN NEW JERSEY, INC. TO PROVIDE PROGRAMS FOR THE MENTALLY CHALLENGE CITIZENS OF GLOUCESTER COUNTY, FOR AN AMOUNT NOT TO EXCEED \$25,000.00
- C) THE ARC GLOUCESTER, TO PROVIDE TRANSPORTATION SERVICES FOR GLOUCESTER COUNTY CITIZENS ENROLLED IN THE "REAL LIFE CHOICES" PROGRAM, FOR AN AMOUNT NOT TO EXCEED \$15,000.00
- D) CENTER FOR FAMILY SERVICES, INC., TO PROVIDE AFTER SCHOOL TREATMENT PROGRAMS FOR GLOUCESTER COUNTY COMMUNITY YOUTH THROUGH THE FAMILY SUPPORT CENTER, FOR AN AMOUNT NOT TO EXCEED \$82,460.00

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

Comments: N/A

47283 RESOLUTION AUTHORIZING THE FREEHOLDER DIRECTOR TO EXECUTE THE CONSOLIDATED PLAN FORMS TO THE U.S. DEPARTMENT OF HOUSING & URBAN DEVELOPMENT FOR RENEWAL SERVICES.

	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**

47284 RESOLUTION AUTHORIZING A CONTRACT WITH HERITAGE'S WHOLESALE, INC., FOR AN AMOUNT NOT TO EXCEED \$46,000.00 AND U.S. FOOD SERVICES, INC., IN AN AMOUNT NOT TO EXCEED \$135,000.00 FOR FOOD DELIVERIES TO DEPARTMENT OF CORRECTIONAL SERVICES FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.

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

Comments: N/A

47285 RESOLUTION AUTHORIZING FOOD DELIVERY TO THE DEPARTMENT OF CORRECTIONAL SERVICES FROM THE STATE OF NEW JERSEY TREASURY DISTRIBUTION CENTER THROUGH STATE CONTRACT #A49131 FOR AN AMOUNT NOT TO EXCEED \$300,000.00 FROM JANUARY 1, 2013 TO DECEMBER 31, 2013.

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

Comments: N/A

47286 RESOLUTION AUTHORIZING THE EXECUTION OF CONTRACT WITH PAULSBORO PRINTERS, LLC FOR SERVICES IN THE PRINTING OF BALLOTS FOR THE PRIMARY, GENERAL, SPECIAL AND ALL SCHOOL BOARD ELECTIONS FROM JANUARY 1, 2013 TO DECEMBER 31, 2013, FOR AN AMOUNT NOT TO EXCEED \$397,500.00.

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

Comments: N/A

DEPARTMENT OF PARKS & LAND PRESERVATION

**FREEHOLDER TALIAFERRO
FREEHOLDER BARNES**

47287 RESOLUTION AUTHORIZING A CONTRACT WITH JDJ PETS / DBA PETS PLUS FOR THE SUPPLY AND DELIVERY OF BULK ANIMAL FOOD AND CAT LITTER FROM JANUARY 1, 2013 TO DECEMBER 31, 2013 FOR AN AMOUNT NOT TO EXCEED \$30,000.00.

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

Comments: N/A

47288 RESOLUTION AUTHORIZING THE EXECUTION OF A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE CITY OF WOODBURY FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES FROM JANUARY 24, 2013 TO JANUARY 23, 2014, FREE OF CHARGE.

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

Comments: N/A

47289 RESOLUTION AUTHORIZING SUBMISSION OF AN APPLICATION FOR GRANT FUNDING IN THE AMOUNT OF \$4,900.00 FROM THE NEW JERSEY HISTORICAL COMMISSION; MINI GRANT SUPPORT FOR THE FISCAL YEAR 2013.

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

Comments: N/A

47290 RESOLUTION AUTHORIZING A SPLIT PROFESSIONAL SERVICES CONTRACT FOR ENGINEERING/SURVEYING SERVICES FOR THE COUNTY'S OFFICE OF LAND PRESERVATION AS PER RFP 12-055 FROM JANUARY 24, 2013 THROUGH JANUARY 23, 2014 WITH: (1) FRALINGER ENGINEERING, P.A.; (2) BACH ASSOCIATES; (3) FEDERICI AND AKIN, P.A.; AND (4) ENVIRONMENTAL RESOLUTIONS INC., WITH EACH CONTRACT FOR AN AMOUNT NOT TO EXCEED \$125,000.00.

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

Comments: N/A

Old Business

New Business

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

OPEN

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

Comments: N/A

CLOSE

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

Comments: N/A

Adjournment 8:01 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

A1

**RESOLUTION AUTHORIZING 2012 APPROPRIATION
RESERVE BUDGET TRANSFERS**

WHEREAS, the County Treasurer has recommended the following 2012 appropriation reserve budget transfers in the total amount of \$55,300.00, as more particularly set forth herein; and

WHEREAS, the proposed 2012 appropriation reserve budget transfers have been reviewed by the County Administrator and the County Treasurer, who have given their approval of same; and

WHEREAS, said transfers are in accordance with the provisions of Title 40A of the revised statutes of the State of New Jersey, specifically N.J.S.A. 40A:4-58 and N.J.S.A. 40A:5-59.

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

1. The Board of Chosen Freeholders of the County of Gloucester hereby authorizes the following 2012 appropriation reserve budget transfers:

TRANSFER FROM

Human Services – S&W	\$ 4,300.00
Highway – S&W	35,000.00
Economic Development – S&W	<u>16,000.00</u>
	\$55,300.00

TRANSFER TO

Human Services – OE	\$ 4,300.00
Gasoline – OE	35,000.00
Out of Vocational School – OE	<u>16,000.00</u>
	\$55,300.00

2. A true copy of this Resolution shall be forwarded to the County Administrator and the County Treasurer.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on February 6, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

A2

RESOLUTION AUTHORIZING A CONTRACT WITH CIVIL SOLUTIONS, A DIVISION OF ARH, FOR THE PROVISION OF ENGINEERING SERVICES FOR TAX MAP MAINTENANCE AND UPDATES FOR A PERIOD OF ONE YEAR FROM THE DATE OF THE AWARD OF THE CONTRACT FOR AN AMOUNT NOT TO EXCEED \$415,200.00

WHEREAS, there is a need by Gloucester County for professional engineering and surveying services for tax map maintenance and updates for the Office of Assessment; and

WHEREAS, the County requested proposals (RFP #013-016) from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Civil Solutions – a Division of Adams, Rehmann & Heggan Associates, Inc., with offices at 150 South Second St., Hammonton, NJ 08037 made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, with a minimum contract amount of zero and a maximum contract amount of \$415,200.00. 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; 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 Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders are hereby authorized to execute the contract between the County of Gloucester and Civil Solutions – a Division of Adams Rehmann & Heggan Associates, Inc., for the provision of professional engineering and surveying services for tax map maintenance and updates for the Office of Assessment for the period of one year from the date of the award of the contract, for a minimum contract amount of zero and a maximum contract amount of \$415,200.00; 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 South Jersey Times pursuant to the requirements of the Local Public Contracts Law; and

BE IT FURTHER RESOLVED, before any purchase 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 Wednesday, February 6, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CIVIL SOLUTIONS
A DIVISION OF ADAMS, REHMANN & HEGGAN ASSOCIATES, INC.**

THIS CONTRACT is made effective this 6th day of February, 2013, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **Civil Solutions – A Division of Adams, Rehmann & Heggan Associates, Inc.**, with offices at 150 South Second St. Hammonton, NJ 08037, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for tax map maintenance and upgrades; 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, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** The term of the contract shall be for the period of one year for the period commencing February 6, 2013 and terminating February 5, 2014.
2. **COMPENSATION.** Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor's proposal dated December 28, 2012, which was submitted in response to the County's Request for Proposal 013-016. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid a minimum contract amount of zero and a maximum contract amount of \$415,200.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Vendor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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 specific duties of the Vendor shall be as set forth in the RFP #013-016, and Vendor's responsive proposal dated December 28, 2012 which are incorporated in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP-#013-016.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the vendor agrees as follows:

The vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

A. Pursuant to the termination provisions set forth in RFP #013-016, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County 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 contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

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

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

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.
19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.
20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #013-016 issued by the County of Gloucester and Vendor's responsive proposal dated December 28, 2012. Should there occur a conflict between this form of Contract and RFP #013-016, then this Contract shall prevail. Should there occur a conflict between this Contract or RFP #013-016 and Vendor's responsive Proposal dated December 28, 2012, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 6th day of February, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CIVIL SOLUTIONS – A DIVISION OF ARH

RICHARD REHMANN, VICE PRESIDENT

A2

BASIS OF AWARD

(To be completed by County evaluation committee)
(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-013-016 – Engineering for Tax Map Maintenance – ARH – Civil Solutions

EVALUATION FACTORS	SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	
A. Proposal contains all required checklist information <u> 5 </u> points All required documentation submitted.	5
B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned</u> Demonstrated adequate qualifications, experience and training for the personnel assigned <u> 25 </u> points	23
C. <u>Relevance and Extent of Similar Engagements performed</u> Exhibited very relevant similar engagements including Gloucester County, which it currently serves in this capacity. <u> 25 </u> points	25
D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> The proposer demonstrated complete knowledge of the County's goals and objectives and communicated them effectively within the proposal. They are also the creator and maintainer of GC Maps as well as our current tax map maintenance tracking system. <u> 25 </u> points	24
E. Reasonableness of Cost Proposal Prices are compatible with all RFP's submitted <u> 20 </u> points	15
TOTALS	92

AB

RESOLUTION AUTHORIZING THE PURCHASE OF OFFICE SUPPLIES FROM STAPLES, THROUGH STATE OF NEW JERSEY "WESTERN STATES CONTRACTING ALLIANCE" (WSCA) CONTRACT #A77249 FOR AN AMOUNT NOT TO EXCEED \$80,000.00 FROM FEBRUARY 6, 2013 TO FEBRUARY 5, 2014

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

WHEREAS, the County of Gloucester (hereinafter the "County") has a need to purchase office supplies for the year 2013; and

WHEREAS, New Jersey State WSCA Contract #A77249 provides for the purchase of office supplies; and

WHEREAS, it has been determined to be advantageous that the County purchase the office supplies it requires for 2013 from Staples, with offices located at 125 Mushroom Blvd., Rockchester, NY 14623 for a minimum contract amount of zero and a maximum contract amount of \$80,000.00 from February 6, 2013 to February 5, 2014 through New Jersey State WSCA Contract #A77249; and

WHEREAS, no CAF is required regarding availability of funds, as this is an open-ended purchase contract, so that a CAF will be required each time a purchase is actually made by the County Purchasing Agent.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholder of the County of Gloucester that the County Purchasing Agent be is authorized to purchase office supplies for the County for the year 2013 from Staples through New Jersey State WSCA Contract #A77249; and

BE IT FURTHER RESOLVED, the County Purchasing Agent is authorized to sign any contracts, purchase orders, requisitions, or other required documents in order to effectuate the purposes of the Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 6, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

124

RESOLUTION AUTHORIZING THE PURCHASE OF OFFICE SUPPLIES FROM OFFICE DEPOT, THROUGH STATE OF FLORIDA TERM CONTRACT NO. 618-000-11-1 FOR AN AMOUNT NOT TO EXCEED \$20,000.00 FROM FEBRUARY 6, 2013 TO FEBRUARY 5, 2014

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

WHEREAS, the County of Gloucester (hereinafter the "County") has need to purchase office supplies for the year 2013; and

WHEREAS, State of Florida Contract number 618-000-11-1 provides for the purchase of Office Supplies; and

WHEREAS, it has been determined to be advantageous that the County purchase the office supplies it requires for 2013 from Office Depot, with offices located at 6600 N. Military Trail, Boca Raton, Florida 33496 for an amount not to exceed \$20,000.00 from February 6, 2013 to February 5, 2014 through State of Florida contract number 618-000-11-1and;

WHEREAS, no CAF is required regarding availability of funds, as this is open-ended purchase contract, so that a CAF will be required each time a purchase if actually made by the County Purchasing Agent.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholder of the County of Gloucester that the County Purchasing Agent is authorized to purchase office supplies for the County for the year 2013 from Office Depot through State of Florida contract number 618-000-11-1; and

BE IT FURTHER RESOLVED that the County Purchasing Agent is authorized to sign any contracts, purchase orders, requisitions, or other required documents in order to effectuate the purposes of the Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 6, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

A5

RESOLUTION AUTHORIZING THE PURCHASE OF HEWLETT PACKARD PRODUCTS THROUGH STATE OF NEW JERSEY "WESTERN STATES CONTRACTING ALLIANCE" (WSCA) CONTRACT #A70262 FOR AN AMOUNT NOT TO EXCEED \$150,000.00 FROM JANUARY 1, 2013 TO DECEMBER 31, 2013

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

WHEREAS, the County of Gloucester (hereinafter the "County") has a need to purchase Hewlett Packard products for all using departments throughout the County; and

WHEREAS, it has been determined that the County can purchase the said HP products from Hewlett Packard Direct, with offices at 10810 Farnam Drive, Omaha, NE 68154, for an amount not to exceed \$150,000.00 from January 1, 2013 to December 31, 2013, through WSCA State Contract No. A70262; and

WHEREAS, the contract shall be for an estimated units of service, with an amount not to exceed \$150,000.00; therefore the contract is 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.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase HP products for all using departments throughout the County from Hewlett Packard Direct for an amount not to exceed \$150,000.00 from January 1, 2013 to December 31, 2013, through WSCA State Contract Number A70262; and

BE IT FURTHER RESOLVED, 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 Wednesday, February 6, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

01

RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE DEVELOPMENT, TO INCREASE THE TOTAL CONTRACT AMOUNT BY \$3,210.00

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on November 7, 2012 authorizing the execution of a contract between the County of Gloucester and the New Jersey Department of Labor and Workforce Development, for PY' 2012 funds to be utilized by Gloucester County to provide employment and training services to County residents in various disciplines in the amount of \$3,623,984.00; and

WHEREAS, a subsequent Resolution was adopted increasing the total contract amount on December 19, 2012 in the amount of \$20,000.00; and

WHEREAS, due to an increase in the form of Supplemental Workforce Development Benefits Program (SmartSteps) funds, it is necessary to amend said contract in the amount of **\$3,210.00**, resulting in the following estimated funds for the grant period July 1, 2012 to June 30, 2013:

WIA Adult	\$ 491,596
WIA Youth	\$ 556,049
WIA Dislocated Worker	\$ 722,575
Work First NJ	\$1,803,515
Workforce Learning Link	\$ 56,000
Workforce Development Partnership	\$ 14,249
Supplemental Workforce Development Benefits Program (SmartSTEPS)	\$ 3,210
Total	\$3,647,194

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

NOW THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director and Clerk of the Board or their designees are hereby authorized to executed the Contract and any other pertinent documents between the County of Gloucester and the New Jersey Department of Labor for the grant period July 1, 2012 through June 30, 2013.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 6, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C1

**New Jersey Department of Labor and Workforce Development
Workforce Development Area Contract**

WIB Area: <u>Gloucester</u>	PY 2012 Funds	Plan No.: <u>ET-08-PY12</u>
DUNS No.: <u>957362247</u>		Mod No.: <u>2</u>

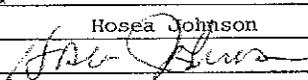
A. Grant Recipient: (Name & Address) <u>County of Gloucester</u> <u>County Building Box 337</u> <u>Woodbury, New Jersey 08096</u> Chief Executive Officer: <u>Robert M. Damminger</u> Legal Entity Status: <u>Public</u> Federal Employer ID No.: <u>21-6000-660</u>	B. State Grantor/Department <u>Harold J. Wirths, Commissioner</u> <u>New Jersey Department of Labor and Workforce Development</u> <u>PO Box 055, Trenton, NJ 08625-0055</u> Contact Person & Telephone No.: <u>Jeff Flatley, Acting Director (609) 984-2477</u> <u>Division of Workforce Portfolio and Contract Management</u>
C. Local Area Operating Entity: <u>Gloucester County Economic Dev.</u> <u>115 Budd Boulevard</u> <u>West Deptford, New Jersey 08096</u> Contact: <u>Lisa Morina, Director</u> Tel. No.: <u>856-384-6934</u>	WorkFirst NJ Operating Entity: <u>Same</u> Contact: <u>Lisa Morina, Director</u> Tel. No.: <u>856-384-6934</u>

D. Funding Levels by Source:	
WIA / FEDERAL FUNDS: <u>Adult: 491,596</u> <u>Youth: 556,049</u> <u>Dislocated Worker: 722,575</u> <u>Add'l Federal Funds: 0</u> <u>Add'l Federal Funds: 0</u> <u>Add'l Federal Funds: 0</u> <u>Add'l Federal Funds: 0</u> <u>Add'l Federal Funds: 0</u> Federal TOTAL: \$1,770,220 State TOTAL: \$1,876,974 Contract TOTAL: \$3,647,194	STATE FUNDS: <u>WorkFirst NJ: 1,803,515</u> <u>WIB Admin: 0</u> <u>WDP: 14,249</u> <u>WLL: 56,000</u> <u>SmartSTEPS: 3,210</u> <u>Bus. Development: 0</u> <u>Add'l State Funds: 0</u>

The contract period for these funds is July 1, 2012 to June 30, 2013.

Grantor/Department and Grant Recipient's Agreement Signatures

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

Accepted & Agreed by the Grant Recipient	Accepted & Agreed by the WIB Chairperson	Accepted & Agreed by Grantor/Department
Name: <u>Robert M. Damminger</u>	Name: <u>Rosea Johnson</u>	Name: <u>Harold J. Wirths</u>
Signature: _____	Signature: 	Signature: _____
Title: <u>Freeholder Director</u>	Title: <u>WIB Chairperson</u>	Title: <u>Commissioner</u>
Date: _____	Date: <u>1/16/2013</u>	Date: _____

C2

RESOLUTION REVISING THE COMMUNITY DEVELOPMENT FFY'S 2009-2012 ANNUAL ACTION PLAN AND APPROVING A CHANGE IN COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) ACTIVITIES FROM DEFUNDING THE ECONOMIC DEVELOPMENT REVOLVING LOAN PROGRAM IN FFY'S 2009-2012 AND USING THE CARRYOVER FUNDS TO FUNDING PUBLIC FACILITIES' PROJECTS

WHEREAS, by Resolution duly adopted November 3, 2010 the County of Gloucester authorized and approved the Amended PY 2009 Annual Action Plan; and by Resolution duly adopted July 7, 2010 the County of Gloucester authorized and approved the PY 2010 Annual Action Plan; and by Resolution duly adopted July 6, 2011 the County of Gloucester authorized and approved the PY 2011 Annual Action Plan; and by Resolution duly adopted July 11, 2012 the County of Gloucester authorized and approved the PY 2012 Annual Action Plan, which each respectively included the application for funding of the Revolving Loan Program for the Community Development Block Grant; and

WHEREAS, in accordance with the FFY's 2009-2012 Community Development Block Grant awarded, the Revolving Loan Program was approved for CDBG funding by the County of Gloucester for eligible activities; and

WHEREAS, the Gloucester County Board of Chosen Freeholders and the Department of Economic Development believes it would be in the best interest to utilize the FY 2012 funds and previous carry over funds toward infrastructure and improvements of public facilities and the removal of architectural barriers within the County; and

WHEREAS, the municipal projects prioritized in the prior two (2) years' competitive application process will be funded to provide public facilities' improvements including: street improvements, flood drainage/storm water improvements, installation of traffic signal for pedestrian safety, the removal of slum/blight through clearance and demolition, and the removal of architectural barriers for handicapped residents in the County's eligible census tracts/block groups and therefore the following revisions to the approved budgets for the following FFY's are necessary:

	CDBG BUDGET	CURRENT	PROPOSED AMENDED
	2009 Revolving Loan Fund	\$123,660.00	\$0.00
	2010 Revolving Loan Fund	\$150,000.00	\$0.00
	2011 Revolving Loan Fund	\$150,000.00	\$0.00
	2012 Revolving Loan Fund	\$150,000.00	\$0.00
Clayton	Flood drainage improvements and road reconstruction at N. New Street & N. Dennis Drive;	\$0.00	\$44,258.00
Glassboro	Reconstruction of Washington Avenue from S. Academy to Jones Street;	\$0.00	\$16,285.00
Swedesboro	ADA Curb cuts at Second Street Franklin Street and Lakeview Drive;	\$0.00	\$45,000.00
Woodbury	Flood Drainage improvement from Progress to Dickerson;	\$0.00	\$50,000.00
Westville	Replace traffic signal to current DOT & county specifications;	\$0.00	\$50,000.00
Paulsboro	Renovations to Senior Center	\$0.00	\$45,000.00
National Park	Phase II of ADA curb cuts/sidewalk at St. Johns Walk from Hessian to Wesley;	\$0.00	\$45,000.00
Pitman	Storm Drainage Improvements-8th & 9th Avenue;	\$0.00	\$50,000.00
Greenwich	Retrofit restrooms to remove architectural barriers;	\$0.00	\$50,000.00
Mantua	Demolition of 5 blighted structures in a brownsfields redevelopment area (SBS activity);	\$0.00	\$165,000.00
Carry-over	For use in change orders for projects	\$0.00	\$13,117.00
		\$573,660.00	\$573,660.00

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the above revisions, having been duly advertised for a period of at least fifteen (15) days preceding this meeting and having been on file at the County Office of Community Development, are hereby approved; and

BE IT FURTHER RESOLVED that revisions to the Gloucester County Community Development Block Grant FFY's 2009-2012 Annual Action Plans in order to effectuate and incorporate the hereinabove changes and purposes shall be hereby authorized and approved.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, February 6, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

03

RESOLUTION AUTHORIZING A MUNICIPAL AGREEMENT WITH WASHINGTON TOWNSHIP FOR A PUBLIC FACILITIES' PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM FEBRUARY 6, 2013 TO FEBRUARY 5, 2014 IN THE TOTAL AMOUNT OF \$117,209.60

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, the Township of Washington has proposed that roadway improvements along Hyannis Avenue be carried out pertinent to an approved Public Facilities Project with the use of CDBG funds, in the total amount of \$117,209.60, pursuant to CAF #13-00512, which amount shall be charged against line item T-03-08-812-170-21218; and

WHEREAS, Agreement shall be for a term commencing February 6, 2013 and terminating February 5, 2014.

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 with Washington Township to administer CDBG funds for the Township of Washington for roadway improvements along Hyannis Avenue in the amount of \$117,209.60 from February 6, 2013 to February 5, 2014.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on February 6, 2013 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

03

HUD GRANT NO: B-12-UC-34-0109
AMOUNT: \$117,209.60
GC AGREEMENT NO: CD-12-PF#7

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

THIS AGREEMENT, made and entered into on the **6th** day of **February, 2013** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and the **TOWNSHIP OF WASHINGTON**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **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 **PY2012/2012** 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 February 5, 2014.

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 **February 5, 2014**.

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 WASHINGTON

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **ROBERT N. DILELLA, 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 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 Washington
P.O. Box 1106
Sewell, NJ 08080

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 Washington**

Activity Name: **Roadway Improvements along Hyannis Avenue**

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

ACTIVITY DESCRIPTION

- The total **PY 2012/2012 CDBG** budget for this activity shall not exceed **\$117,209.60**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 5, 2014**. Agreement is for Roadway Improvements along Hyannis Avenue from Barnsboro Road to Harvard Avenue in Washington Township. The existing roadway along Hyannis Avenue is in need of reconstruction. The existing roadway is deteriorating with numerous areas of failure such as potholes. The roadway will be milled and reconstructed. 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]

CH

RESOLUTION AUTHORIZING TEN MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES' PROJECTS USING PRIOR YEARS' RE-PROGRAMMED COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM FEBRUARY 6, 2013 TO FEBRUARY 5, 2014

<u>SUBRECIPIENT</u>	<u>TOTAL CONTRACT AMOUNT</u>
BOROUGH OF CLAYTON	\$44,258.00
BOROUGH OF GLASSBORO	\$16,285.00
BOROUGH OF SWEDESBORO	\$45,000.00
CITY OF WOODBURY	\$50,000.00
BOROUGH OF WESTVILLE	\$50,000.00
BOROUGH OF PAULSBORO	\$45,000.00
BOROUGH OF NATIONAL PARK	\$45,000.00
BOROUGH OF PITMAN	\$50,000.00
TOWNSHIP OF GREENWICH	\$50,000.00
TOWNSHIP OF MANTUA	\$165,000.00

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 Clayton** for flood drainage improvements and road reconstruction at N. New Street and N. Dennis Drive in the amount of \$44,258.00, pursuant to CAF #13-00750, which amount shall be charged against line item T-03-08-611-170-21201; and
- **Borough of Glassboro** for reconstruction of Washington Avenue from S. Academy to Jones Street in the amount of \$16,285.00, pursuant to CAF #13-00751 which \$13,660.00 shall be charged against line item T-03-08-610-170-21206 and \$2,625.00 shall be charged against T-03-08-611-170-21206; and
- **Borough of Swedesboro** for ADA Curb Cuts at Second Street, Franklin Street and Lakeview Drive in the amount of \$45,000.00, pursuant to CAF #13-00749 which amount shall be charged against line item T-03-08-610-170-21217; and
- **City of Woodbury** for Flood Drainage Improvements from Progress to Dickerson in the amount of \$50,000.00, pursuant to CAF #13-00748, which amount shall be charged against line item T-03-08-611-170-21222; and
- **Borough of Westville** for the replacement of a traffic signal to current DOT and County Specifications in the amount of \$50,000.00, pursuant to CAF #13-00746, which \$3,117.00 shall be charged against line item T-03-08-611-170-21221 and \$46,883.00 shall be charged against line item T-03-08-612-170-21221; and
- **Borough of Paulsboro** for renovations to the Senior Center in the amount of \$45,000.00, pursuant to CAF #13-00747, which amount shall be charged against line item T-03-08-612-170-21214; and
- **Borough of National Park** for Phase II of ADA curb cuts/sidewalk at St. Johns Walk from Hessian to Wesley in the amount of \$45,000.00, pursuant to CAF #13-00745 which shall be charged against line item T-03-08-612-170-21212; and
- **Borough of Pitman** for Storm Drainage improvements to 8th and 9th Avenue in the amount of \$50,000.00, pursuant to CAF #13-00744 which shall be charged against line item T-03-08-611-170-21215; and
- **Township of Greenwich** to retrofit restrooms to remove architectural barriers at the municipal athletic field in the amount of \$50,000.00, pursuant to CAF #13-00743 which shall be charged against line item T-03-08-610-170-21207; and
- **Township of Mantua** for Demolition of 5 blighted structures in a brownsfields redevelopment area in the amount of \$165,000.00, pursuant to CAF #13-00742 which \$123,660.00 shall be charged against line item T-03-08-609-170-21210 and which \$41,340.00 shall be charged against line item T-03-08-610-170-21210; and

WHEREAS, each Agreement shall be for a term commencing February 6, 2013 and terminating February 5, 2014.

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 February 6, 2013 and ending February 5, 2014 as follows:

- **Borough of Clayton** for flood drainage improvements and road reconstruction at N. New Street and N. Dennis Drive in the amount of \$44,258.00; and
- **Borough of Glassboro** for reconstruction of Washington Avenue from S. Academy to Jones Street in the amount of \$16,285.00; and
- **Borough of Swedesboro** for ADA Curb Cuts at Second Street, Franklin Street and Lakeview Drive in the amount of \$45,000.00; and
- **City of Woodbury** for Flood Drainage Improvements from Progress to Dickerson in the amount of \$50,000.00; and
- **Borough of Westville** for the replacement of a traffic signal to current DOT and County Specifications in the amount of \$50,000.00; and
- **Borough of Paulsboro** for renovations to the Senior Center in the amount of \$45,000.00; and
- **Borough of National Park** for Phase II of ADA curb cuts/sidewalk at St. Johns Walk from Hessian to Wesley in the amount of \$45,000.00; and
- **Borough of Pitman** for Storm Drainage improvements to 8th and 9th Avenue in the amount of \$50,000.00; and
- **Township of Greenwich** to retrofit restrooms to remove architectural barriers at the municipal athletic field in the amount of \$50,000.00; and
- **Township of Mantua** for Demolition of 5 blighted structures in a brownsfields redevelopment area in the amount of \$165,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, State of New Jersey held on February 6, 2013 at Woodbury, New Jersey



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C4

HUD GRANT NO: B-12-UC-34-0109
AMOUNT: \$44,258.00
GC AGREEMENT NO: CD-12-PF#8

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

THIS AGREEMENT, made and entered into on the **6th** day of **February, 2013** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "County", and the **BOROUGH OF CLAYTON**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **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 **PY2012/2012** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to 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 February 5, 2014.

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 **February 5, 2014**.

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 CLAYTON

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **ROBERT N. DILELLA**, 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 hlighted 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 ohtain 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 accomnodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with;
 - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
 - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless;
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such feed or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or 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):

BOROUGH OF CLAYTON
 125 N. Delsea Drive
 Clayton, NJ 08312

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 Clayton**

Activity Name: **Flood drainage improvements and road reconstruction at N. New Street & N. Dennis Drive**

Activity Number: **CD-12-PF#8**

ACTIVITY DESCRIPTION

- The total **PY 2012/2012 CDBG** budget for this activity shall not exceed **\$44,258.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 5, 2014**. Agreement is for flood drainage improvements and road reconstruction at N. New Street and N. Dennis Drive in the Borough of Clayton. The intersection of N. North Street and N. Dennis Drive is a flat area in the Borough that has historically been plagued with drainage problems and subsequent deteriorating infrastructure. Residents have experienced property and home damage during significant rain and snow events. The Borough will be using CDBG funding to make these improvements as well as installing handicap curbs. The Borough's engineers are involved in designing solutions at multiple locations in the area to address drainage and reduce its impact in the 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]

C4

HUD GRANT NO: B-12-UC-34-0109
AMOUNT: **\$16,285.00**
GC AGREEMENT NO: CD-12-PF#9

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

THIS AGREEMENT, made and entered into on the **6th** day of **February, 2013** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "County", and the **BOROUGH OF GLASSBORO**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **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 **PY2012/2012** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to 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 February 5, 2014.

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 **February 5, 2014**.

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 GLASSBORO

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

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

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or 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)

BOROUGH OF GLASSBORO
 1 South Main Street
 Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

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

 Signature – President

 Typed Name – President

 Date

ATTEST:

 Signature of Person Attesting Signature by President

 Typed Name – Person Attesting Signature by President

 Title – Person Attesting Signature by President

 Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

Agency: **Borough of Glassboro**
Activity Name: **Reconstruction of Washington Ave**
Activity Number: **CD-12-PF#9**

ACTIVITY DESCRIPTION

- The total **PY 2012/2012 CDBG** budget for this activity shall not exceed **\$16,285.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 5, 2014**. Agreement is for reconstruction of Washington Ave from S. Academy to Jones Street. The purpose of the funding will be to reconstruct Washington Avenue and eliminate the potholes, ruts and bad patched areas that are scattered throughout the section of the street. In addition, we will even out the surface so it is just as safe for pedestrians to transverse as it is for automobiles to travel and eradicate an extremely hazardous condition that now exists in the location.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

C4

HUD GRANT NO: B-12-UC-34-0109
AMOUNT: \$45,000.00
GC AGREEMENT NO: CD-12-PF#14

**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 6th day of **February, 2013** 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 **PY2012/2012** 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 it CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than February 5, 2014.

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 **February 5, 2014**.
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 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. DILELLA, Clerk of the Board**
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

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

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

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

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

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

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

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

BOROUGH OF NATIONAL PARK
 7 South Grove Avenue
 National Park, NJ 08066

GLOUCESTER COUNTY, NEW JERSEY

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

Signature – President

Typed Name – President

 Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

Agency: **Borough of National Park**
Activity Name: **St. Johns Walk, Phase II**
Activity Number: **CD-12-PF#14**

ACTIVITY DESCRIPTION

- The total **PY 2012/2012 CDBG** budget for this activity shall not exceed **\$45,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 5, 2014**. Agreement is for concrete curb, concrete sidewalk and paving improvements to St. Johns Walk from Hessian Avenue to Wesley Avenue and intersections with Pitman, Cookman and Asbury Avenues. Storm drainage improvements concrete sidewalk, concrete curbing and curb access ramps were constructed on St. Johns Walk in 2010. With the new drainage & Curb improvements the Borough will only need to install some additional curbing, sidewalk and new paving to complete the reconstruction of St. Johns Walk, which will serve the neighborhood low mod area block group 1 and Census Tract 5003.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

C4

HUD GRANT NO: B-12-UC-34-0109
AMOUNT: **\$45,000.00**
GC AGREEMENT NO: CD-12-PF#13

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

THIS AGREEMENT, made and entered into on the **6th** day of **February, 2013** 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 PAULSBORO**, 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 **PY2012/2012** 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 it CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than February 5, 2014.

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 **February 5, 2014**.
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 PAULSBORO

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. DILELLA, 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 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)

BOROUGH OF PAULSBORO
 1211 Delaware Street
 Paulsboro, NJ 08066

GLOUCESTER COUNTY, NEW JERSEY

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

 Signature -- President

 Typed Name -- President

 Date

ATTEST:

 Signature of Person Attesting Signature by President

 Typed Name -- Person Attesting Signature by President

 Title -- Person Attesting Signature by President

 Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

Agency: **Borough of Paulsboro**
Activity Name: **Renovations Senior Center**
Activity Number: **CD-12-PF#13**

ACTIVITY DESCRIPTION

- The total **PY 2012/2012 CDBG** budget for this activity shall not exceed **\$45,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 5, 2014**. Agreement is for renovations to the Borough of Paulsboro's Senior Center. The facility is available to all senior citizens in the Borough. The building has been in use for over 20 years as a senior center and is showing signs of external wear. It's in need of a new roof, paint and insulated windows. A fire alarm system is also required. Renovations to the senior center will benefit all low and moderate income individuals and all senior citizen residing in the Borough of Paulsboro.

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#15

C4

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

THIS AGREEMENT, made and entered into on the **6th** day of **February, 2013** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the "County", and the **BOROUGH OF PITMAN**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **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 **PY2012/2012** 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 February 5, 2014.

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 **February 5, 2014**.

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 PITMAN

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **ROBERT N. DILELLA, 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);
- (b) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:
 - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
 - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
 - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

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

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

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

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

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

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

Borough of Pitman
 110 South Broadway
 Pitman, NJ 08071

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 Dbarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

Agency: **Borough of Pitman**
Activity Name: **Storm Drainage Improvement**
Activity Number: **CD-12-PF#15**

ACTIVITY DESCRIPTION

- The total **PY 2012/2012 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 **February 5, 2014**. Agreement is for Storm Drainage Improvement to 8th and 9th Avenue. Poor drainage conditions are causing erosion, flooding, and impact on the surrounding neighborhood. In order to correct it, installation of a subterranean storm water collection system is necessary. These storm drainage improvements will improve the lives of neighborhood residents as the public area is utilized as parking/access, trash, police, fire and ambulance service.

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: **\$45,000.00**
GC AGREEMENT NO: CD-12-PF#10

CD

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

THIS AGREEMENT, made and entered into on the **6th** day of **February, 2013** 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 SWEDESBORO**, 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 **PY2012/2012** 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 February 5, 2014.

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 **February 5, 2014**.

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 SWEDSBORO

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. DILELLA**, Clerk of the Board
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1
CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or 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)

Borough of Swedesboro
P.O. Box 56
Swedesboro, NJ 08085

GLOUCESTER COUNTY, NEW JERSEY

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

Signature – President

Typed Name – President

Date

ATTEST:

Signature of Person Attesting Signature by President

Typed Name – Person Attesting Signature by President

Title – Person Attesting Signature by President

Date of Attesting Person's Signature

APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

Agency: **Borough of Swedesboro**

Activity Name: **ADA Curb Cuts at Second Street, Franklin Street and Lakeview Drive**

Activity Number: **CD-12-PF#10**

ACTIVITY DESCRIPTION

- The total **PY 2012/2012 CDBG** budget for this activity shall not exceed **\$45,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 5, 2014**. Agreement is for ADA curb cuts at Second Street, Franklin Street and Lakeview Drive. Second Street, Franklin Street and Lakeview Drive are primary pedestrian corridors between residential neighborhoods and multiple schools and the commercial district. Most of the intersections along these streets have no or substandard curb ramps which create hazards for our citizens. The work will include removal and replacement of the curbs and sidewalks at each location to the extent needed to provide safe new curb ramps and the required accessible landing s at the tops of each ramp.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

C4

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

**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 **6th** day of **February, 2013** 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 **PY2012/2012** 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 it CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than February 5, 2014.

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 **February 5, 2014**.

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 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. DILELLA, Clerk of the Board**
(Typed Name/Title)

Date: _____

Date: _____

Approved by Resolution dated:

Approved by Resolution dated:

EXHIBIT 1

CERTIFICATIONS

EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

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

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or 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)

Borough of Westville
 1035 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: **Replace traffic signal to current DOT and County Specifications**

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

ACTIVITY DESCRIPTION

- The total **PY 2012/2012 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 **February 5, 2014**. Agreement is replace traffic signal at Broadway and Olive Street to current DOT and County Specifications for pedestrian safety.

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#11

CD

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

THIS AGREEMENT, made and entered into on the **6th** day of **February, 2013** 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 **CITY OF WOODBURY**, 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 **PY2012/2012** 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:

- I. Use of Funds – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended not later than February 5, 2014.

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 **February 5, 2014**.

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

CITY OF WOODBURY

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. DILELLA**, 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)

City of Woodbury
33 Delaware Street
Woodbury, 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: City of Woodbury

Activity Name: Improvements to Storm Sewer between Progress and Dickerson

Activity Number: CD-12-PF#11

ACTIVITY DESCRIPTION

- The total PY 2012/2012 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 **February 5, 2014**. Agreement is for Improvements to Storm Sewer between Progress and Dickerson. These improvements will allow the city to abandon the sewer running between the backyards which is rotting.

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#16

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

THIS AGREEMENT, made and entered into on the **6th** day of **February, 2013** 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 GREENWICH**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

WITNESSETH:

WHEREAS, Gloucester County has received a **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 **PY2012/2012** 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 February 5, 2014.

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 **February 5, 2014**.

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 GREENWICH

COUNTY OF GLOUCESTER

(Signature)

(Signature)

By: _____
(Typed Name/Title)

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

Date: _____

Date: _____

ATTEST:

ATTEST:

(Signature)

(Signature)

BY: _____
(Typed Name/Title)

By: **ROBERT N. DILELLA, 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 Greenwich
 420 Washington Street
 Gibbstown, NJ 08027

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 Greenwich**
Activity Name: **Barrier Free ADA Improvements**
Activity Number: **CD-12-PF#16**

ACTIVITY DESCRIPTION

- The total **PY 2012/2012 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 **February 5, 2014**. Agreement is for Barrier Free ADA Improvements to the restrooms at the Municipal Athletic field. The Athletic fields are utilized 10 months during the years. There are no barrier free restrooms or parking spaces to accommodate the handicapped or elderly. The Municipal Athletic fields serve the community providing enjoyment and recreation to the residents of the township. Retrofitting the existing bathrooms, to remove architectural barriers to the disabled and senior citizens, would enable ALL township residents to benefit from and participate in the use of these facilities.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

C4

HUD GRANT NO: B-12-UC-34-0109
AMOUNT: **\$165,000.00**
GC AGREEMENT NO: CD-12-PF#17

**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 **6th** day of **February, 2013** 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 **PY2012/2012** 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 February 5, 2014.

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 **February 5, 2014**.

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 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. DILELLA, 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 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
 - (h) 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
 410 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 o

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

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

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

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

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

EXHIBIT 2

SCOPE OF SERVICES

EXHIBIT 2

SCOPE OF SERVICES

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

Agency: **Township of Mantua**

Activity Name: **Demolition of 5 blighted structures in a brownsfields redevelopment area**

Activity Number: **CD-12-PF#17**

ACTIVITY DESCRIPTION

- The total **PY 2012/2012 CDBG** budget for this activity shall not exceed **\$165,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **February 5, 2014**. Agreement is for demolition of 5 blighted and deteriorated structures located on a brownsfields redevelopment site known as the old Struthers Dunn, Inc. manufacturing facility. Demolition of these blighted structures will improve the health and safety of the Mantua Community.

EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]

EXHIBIT 4

LEASE AGREEMENT

[Add if applicable]

EXHIBIT 5

PROPERTY USE REQUIREMENTS

[Add if Applicable]

C5

**RESOLUTION AUTHORIZING CHANGE ORDER DECREASE #02-FINAL
WITH ZONE STRIPING, INC. IN THE AMOUNT OF -\$11,804.68
REGARDING ENGINEERING PROJECT 10-01FA**

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the Gloucester County Roadway Safety Project in various municipalities throughout Gloucester County, Federal Project No. STP-COOS (043), Engineering Project #10-01FA (hereinafter the "Project"); and

WHEREAS, a contract for the Project was previously awarded to Zone Striping, Inc. (hereinafter "Zone"), with a mailing address of P.O. Box 568, Glassboro, NJ 08028 in the amount of \$457,733.33 on March 2, 2011 (hereinafter the "Contract") following all public bidding procedures set out in the Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq., and regulations promulgated thereunder; and

WHEREAS, the contract was previously decreased by the County through Change Order Decrease #01 in the amount of \$1,050.00; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Decrease #02-Final for the Contract, which would decrease the total amount of the Contract for the Project by \$11,804.68, resulting in a new total contract amount of \$444,878.65; and

WHEREAS, the said Change Order Decrease #02-Final is for final quantities to reflect work completed; and

WHEREAS, the Project is a 100% Federally funded.

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

1. The hereinabove referenced Change Order #02-Final to decrease Zone's Contract with the County for the Project in the amount of \$11,804.68, resulting in a new total contract amount of \$444,878.65, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County; and
3. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute any required New Jersey Department of Transportation Local Aid Federal Aid Change Order Decrease #02-Final regarding the Contract for the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, February 6, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

05

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: Zone Striping, Inc.
P.O. Box 568
Glassboro, N.J. 08028
- 2. Description of Project or Contract: Gloucester County Roadway Safety Improvements 2010 in Various Municipalities in the County of Gloucester
- 3. Date of Original Contract: March 2, 2011
- 4. P.O. Number: 11-01906
- 5. Amount of Original Contract: \$457,733.33
- 6. Amount of Previously Authorized Change Order: -\$1,050.00
- 7. Amount of this Change Order No. 2: -\$11,804.68
- 8. New Total Amount of Contact: \$444,878.65

9. Need or Purpose of this Change Order: Final quantities to reflect work completed. This project is 100% Federally Funded.

This change order requested by *R. M. Damming* on 1-23-13
(Department Head) (Date)

Accepted by *[Signature]* on 1/23/13
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk

By: _____
Robert M. Damming, Director

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

C5

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID
FEDERAL AID CHANGE ORDER

Sheet 1 of 2
Order No: 2 Final
Order Letter: _____
Date: 1/10/13

Project: Gloucester County Roadway Safety Improvements 2010 in various Municipalities
Federal Project No: STP-COOS(043) Doc. No. _____
Contractor: Zone Striping, Inc.

You are hereby directed to implement the following changes in accordance with the provisions of the specifications for this contract.

Location of the proposed order: Various Locations

Nature and reason for order: Final quantities to reflect work completed.

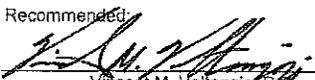
___ Extension ___ Reduction of time recommended for this order: _____

CONTRACT AMOUNT	ROAD	BRIDGE	TOTAL
Amount of original contract:	\$457,733.33		\$457,733.33
Adjusted amount based on orders No. 2 : Final	\$444,878.65		\$444,878.65

CONTRACT TIME
Original Completion Date:
Adjustment This Order: (+ or -) ___
Previous Adjustments: (+ or -) ___
Adjusted Completion Date:

ORDER NO.	X Road	Bridge	___ Other
2 - Final			
	Road	Bridge	Total
Extra Work:	\$0.00	\$0.00	\$0.00
Increases:	\$0.00	\$0.00	\$0.00
Decreases:	-\$11,804.68	\$0.00	-\$11,804.68
Total:	-\$11,804.68	\$0.00	-\$11,804.68

RESERVED FOR FHWA OR F.T.A.

Recommended:

Vincent M. Voltaggio, Jr.
Gloucester County Engineer

1-23-13
Date

Approved:

Robert M. Damming
Freeholder Director

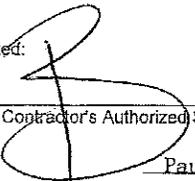
Date

Approved for Funding Participation Purposes:

Manager, District #4, Local Aid Date

ALTERNATE PROCEDURES PROJECTS
This order is approved for Federal participation:

Director, Local Aid & Economic Development Date

Accepted:

Contractor's Authorized Signature
Name: Paul R. Mitchell, Jr.
Title: President

1/23/13
Date

CONTRACTS PAYABLE SECTION
Reviewed by: _____ Date
Input Submitted by: _____ Date
Certification of Funds:
Director of Accounting & Auditing Date

X Unprotected
___ Protested by letter dated _____ attached.

CU

RESOLUTION AUTHORIZING A CHANGE ORDER #01-INCREASE WITH JPC GROUP, INC. IN THE AMOUNT OF \$42,695.58, REGARDING ENGINEERING PROJECT #12-10

WHEREAS, the award of a contract by the County of Gloucester (hereinafter the "County") under and pursuant to the emergency provisions of the Local Public Contracts Law, and regulations promulgated thereunder (hereinafter the "Emergency Provisions"), for emergency construction and repair work for the Engineering Project "Hurricane Sandy Storm Damage Repairs", Project #12-10 (hereinafter the "Project") was previously made by the County on November 2, 2012 to JPC Group, Inc. (hereinafter "JPC"); and

WHEREAS, the said contract was exempt from public bidding, as it was required for an imminent flooding emergency resulting from Hurricane Sandy storm damage, as set forth in N.J.S.A. 40A:11-6, as certified by Vincent M. Voltaggio, P.E., County Engineer; and

WHEREAS, the County Engineer, Vincent M. Voltaggio, P.E., notified Peter Mercanti, the County Purchasing Agent, of the need for the said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the labor and materials necessary for the emergency work to be performed, and contracted with JPC, with an office address of 228 Barnsboro-Blackwood Road, Blackwood, NJ 08012, for the provision of the emergency construction services required for the Project for a maximum contract amount not to exceed \$403,881.56; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended a Change Order #01-Increase, which will increase the total amount of the contract with JPC by \$42,695.58, resulting in a new total contract amount of \$446,577.14; and

WHEREAS, the said change order is necessitated by Hurricane Sandy Emergency damage repairs to levees; and

WHEREAS, the Purchasing Agent for the County has certified the availability of funds for Change Order #01-Increase with JPC in the amount of \$42,695.58, pursuant to C.A.F. #13-00494, which amount shall be charged against budget line item 2-01-20-165-001-20203.

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

1. The hereinabove referenced Change Order #01-Increase to increase the County's Contract with JPC for the Project in the amount of \$42,695.58, resulting in a new total adjusted contract amount of \$446,577.14, be, and the same hereby is, approved; and
2. The Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order for the aforementioned purposes on behalf of the County; and

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 6, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

ROBERT N. DILELLA, CLERK

CE

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: JPC Group, Inc.
228 Blackwood - Barnsboro Road
Blackwood, NJ 08012
- 2. Description of Project or Contract: Hurricane Sandi Emergency Storm Damage Repairs
- 3. Date of Original Contract: 2-Nov-12
- 4. P.O. Number: 12-09677
- 5. Amount of Original Contract: \$403,881.56
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1: \$42,695.58
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$446,577.14
- 9. Need or Purpose of this Change Order: Hurricane Sandi Emergency damage Repairs to levees

This change order requested by *Kim M. Kottig* on 1-15-13
(Department Head) (Date)

Accepted by *James P. Pisanolo* on 1/17/13
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Robert N. DiLella, Clerk Robert M. Damminger, Director

To All Vendors:

This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.

CL

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

Certificate of Availability of Funds

TREASURER'S NO. 13-00494
2-01-20-165-001-20203

DATE January 17, 2013
(\$42,695.58)

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Engineering

AMOUNT OF CERTIFICATION \$42,695.58 COUNTY COUNSEL August Knestaut, Esq.

DESCRIPTION:

Change Order #01-Increase for Hurricane Sandy Emergency damage repairs to levees for the Emergency Project "Hurricane Sandy Storm Damage Repairs", Regarding Engineering Project #12-10.

VENDOR: JPC Group, Inc.

ADDRESS: 228 Blackwood-Barnsboro Road

Blackwood, NJ 08012

V. M. Voltaggio 1-18-13
DEPARTMENT HEAD APPROVAL
Vincent M. Voltaggio, P.E.,
County Engineer

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 1-24-13

Meeting Date: February 06, 2013

27

**RESOLUTION AUTHORIZING CHANGE ORDER #01 WITH BUD CONCRETE, INC.
IN THE AMOUNT OF \$0.00**

WHEREAS, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, Gloucester County," Public Works Project #12-08 (hereinafter the "Project"); and

WHEREAS, a contract for the Project was awarded by the County to Bud Concrete, Inc. (hereinafter "Bud"), with an office address of 133 Sewell Road, Sewell, New Jersey 08080 (hereinafter the "Contract"); and

WHEREAS, Joseph M. D'Alessandro, Assistant Road Supervisor, has recommended a Change Order #01, which will increase the total amount of the Contract of \$130,000.00 for the Project by \$0.00, resulting in a new adjusted total Contract amount of \$130,000.00; and

WHEREAS, the said change order is necessitated by the need for increases in items #5, 10 and 11, such costs were off set by using funds available in items #4 and 9; so that increases were off-set by decreases resulting in a zero dollar amount change in the Contract amount; and

WHEREAS, this Project is 100% County funded.

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

1. That the Board of Chosen Freeholders of the County of Gloucester does hereby approve the hereinabove referenced Change Order #01 regarding the Contract for the Project; and
2. That the Director of the Board, and the Clerk of the Board, be and are hereby authorized and directed to execute said Change Order #01 for the aforementioned purpose on behalf of the County of Gloucester; and

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, February 06, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

C7

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: Bud Concrete Inc.
133 Sewell Road, Sewell NJ 08080
- 2. Description of Project or Contract: Miscellaneous Replacement and Pedestrian
Facilities Upgrade Project, Various
Locations, Gloucester County
- 3. Date of Original Contract: 7-Jan-13
- 4. P.O. Number: 12-05862
- 5. Amount of Original Contract: \$130,000.00
- 6. Amount of Previously Authorized Change Order: N/A
- 7. Amount of this Change Order No. 1: \$0.00
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$130,000.00

9. Need or Purpose of this Change Order: There are increase's in items #5, 10, and 11. To off set the cost, requesting that money be used in items 4 and 9. See below for details.

- 10 Item # 4: "Excavation" Remove total Amount: \$8,000.00
- 11 Item #9 Concrete Driveway Reinforced, 6" Thick" Remove total Amount " \$15,255.00

Total Amount of change order *** \$23,255.00**

This change order requested by Jayce M. DiLella on 1/23/2013
(Department Head) (Date)

Accepted by [Signature] on 1/23/13
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Robert N. DiLella, Clerk By: _____
Robert M. Damming, Director

To All Vendors:

This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate

38

**RESOLUTION AUTHORIZING A CONTRACT WITH TTI ENVIRONMENTAL, INC.
FOR THE REMOVAL AND INSTALLATION OF UNDERGROUND GASOLINE
STORAGE TANKS FROM THE MANTUA YARD AND CLAYTON YARD IN AN
AMOUNT NOT TO EXCEED \$369,650.00 FROM FEBRUARY 6, 2013 TO FEBRUARY
5, 2014 PER PD #013-001**

WHEREAS, the County of Gloucester (hereinafter the "County"), after due notice and advertisement, received sealed bids for the labor and materials for the removal of underground gasoline tanks and installation of new underground storage tanks for Public Works Fleet Management Division Mantua and Clayton Yard: and

WHEREAS, after following proper public bidding procedure, it was determined that TTI Environmental, Inc., with offices at 1253 North Church Street, Moorestown, NJ 08057, was the lowest responsive, responsible bidder to perform said services, in an amount not to exceed \$369, 650.00, as more specifically described in the bid specifications PD-013-001; and

WHEREAS, the contract is for estimated units of service, and thereby open ended, which does not obligate the County to make any purchase; so that no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director and the Clerk of the Board are hereby authorize the contract with TTI Environmental, Inc. for labor and materials for the removal and installation of underground gasoline tanks in Public Works Fleet Management Division Mantua and Clayton Yards for the County for an amount not to exceed \$369,650.00, from February 6, 2013 to February 5, 2014.

BE IT FURTHER RESOLVED that the Freeholder Director, Clerk of the Board, and County Purchasing Agent, be and are hereby authorized and directed to execute all documents necessary for the aforementioned purposes on behalf of the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held February 6, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

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**CONTRACT BETWEEN
TTI ENVIRONMENTAL INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 6th day of **February**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and TTI Environmental, Inc. with office at 1253 North Church Street, New Jersey 080573 hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for labor and material for the removal of underground gasoling storage tanks and installation of new underground storage tanks for the Public Works Fleet Management Division Mantua and Clayton Yards , as set forth in **PD-013-001**; 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 Vendor represents that it is qualified to supply and deliver said supplies and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for a period of one (1) year commencing February 6, 2013 and concluding February 5, 2014.
2. **COMPENSATION.** Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as **PD-013-001**, for a contract amount not to exceed \$369,650.00.

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 CONTRACTOR.** The specific duties of the Vendor shall be as set forth in specifications identified as **PD-013-001**, which is incorporated herein and made a part hereof by

reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

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

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

The vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry marital status, affectional or sexual orientation gender identity or expression, disability nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Office setting for the provisions of the nondiscrimination clause.

The vendor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the vendor, stat that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting office, advertising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract,

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

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

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

A. Pursuant to the termination provisions set forth in the Bid Specifications identified as **PD-013-001**, 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 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 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 Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, 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. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps,

models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

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

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

10. **INSURANCE.** 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 coverage's, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

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

11. **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 Contractor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is

prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

13. **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.

14. **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.

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

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

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

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

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

20. **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.

21. **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 authorize County personnel or upon prior approval of the County.

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

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications identified as **PD-013-001**, 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 6th day of February, 2013.

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

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

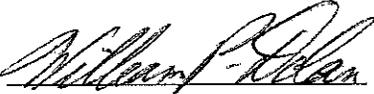
TTI ENVIRONMENTAL, INC

WILLIAM P. DOLAN, CEO

<p>PD 013-001</p>	<p>Bid Opening 12/27/2012 10:00am</p>	<p>SPECIFICATIONS AND PROPOSAL FOR ALL LABOR AND MATERIALS FOR THE REMOVAL OF UNDERGROUND GASOLINE TANKS AND INSTALLATION OF NEW UNDERGROUND STORAGE TANKS</p>	<p>VENDOR: TTI Environmental Inc. 1253 North Church St. Moorestown, NJ 08057 William P. Dolan CEO 856 840-8800 856 840-8815 Fax</p>	<p>VENDOR: T.R. Weniger Inc. 1900 New Brunswick Ave. Piscataway, NJ 08854 Timothy R. Weniger Jr. Sec. 732 968-3450 732 968-4741 Fax</p>	<p>VENDOR: M.L. Ruberton Constuction Co. 1512 Mays Landing Rd. Folsom, NJ 08037 Richard M. Berenato VP 609 561-3800 609 567-8349 Fax</p>	<p>VENDOR: Aurora Environmental 1102 Union Ave. Union Beach, NJ 07735 John DiGregorio Pres. 732 888-1188 732 888-1190 Fax</p>
<p>ITEM</p>	<p>DESCRIPTION</p>	<p>1 ALL LABOR & MATERIALS</p>	<p>\$349,900.00</p>	<p>\$349,898.00</p>	<p>\$422,737.00</p>	<p>\$468,240.00</p>
<p>2</p>	<p>ADD/DEDUCT - CHARACTERIZE AND DISPOSE OF 250 TONS NON-HAZARDOUS PETROLEUM CONTAMINATED SOIL. BACKFILL EXCAVATIONS WITH CERTIFIED CLEAN FILL</p>	<p>\$19,750.00</p>	<p>\$25,000.00</p>	<p>\$16,100.00</p>	<p>\$21,250.00</p>	<p></p>
<p>VARIATIONS</p>	<p>NONE</p>	<p>NONE</p>	<p>NONE</p>	<p>NONE</p>	<p>NONE</p>	<p>NONE</p>
<p>Will you extend your prices to local government entities within the County</p>	<p>NA</p>	<p>NA</p>	<p>NA</p>	<p>NA</p>	<p>NA</p>	<p>NA</p>
<p>Bid specifications sent to:</p>	<p>Mid Atlantic BX Prime Vendor Ferguson & McCann Clean Ventures Sparks Contractors</p>	<p>Brownfield Science Synergy Environmental Resource Conservation A&J Construction</p>	<p>Construction Data Corp Joseph T. Hardy & Son Jones & Frank Co. RE Pierson</p>	<p>Construction Journal Fred Burack Co. DeMaio's Inc. Brilliant Environmental</p>	<p></p>	<p></p>
<p>Based upon the bids received, I recommend TTI Environmental Inc.be awarded</p>	<p>the contract as the lowest responsive, responsible bidder.</p>	<p>Sincerely,</p>	<p>Robert J. McErlane</p>	<p>Purchasing</p>	<p></p>	<p></p>

SIGNATURE PAGE

C8

SIGNED: 

COMPANY: TTI Environmental, Inc.

NAME: William P. Dolan
(PRINTED OR TYPED)

ADDRESS: 1253 North Church St.

Moorestown, NJ 08057

TITLE: CEO

TELE#: 856-840-8800

DATE: 12-26-12

FAX#: 856-840-8815

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SIGNATURE PAGE

SIGNED:  _____

COMPANY: T. R. Weniger, Inc.

NAME: Timothy R. Weniger, Jr.
(PRINTED OR TYPED)

ADDRESS: 1900 New Brunswick Ave.
Piscataway, NJ 08854

TITLE: Secretary

TELE#: _____

DATE: 12/26/12

FAX#: _____

(p) 732-968-3450
(f) 732-968-4741

08

SIGNATURE PAGE

SIGNED: 

COMPANY: M.L. Ruberton Construction Co., Inc.

NAME: Richard M. Berenato
(PRINTED OR TYPED)

ADDRESS: 1512 Mays Landing Road

Folsom, NJ 08037

TITLE: Vice President

TELE#: 609-561-3800

DATE: December 27, 2012

FAX#: 609-567-8349

SIGNATURE PAGE

SIGNED: 

NAME: John DiGregorio
(PRINTED OR TYPED)

TITLE: President

DATE: 12/26/12

COMPANY: Aurora Environmental

ADDRESS: 1102 Union Avenue

Union Beach, NJ 07735

TELE#: 732-888-1188

FAX#: 732-888-1190

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RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH RIGGINS, INC. PER THE STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY, DIVISION OF PURCHASE AND PROPERTY PROCUREMENT BUREAU AS THE JOURNAL OF COMMERCE (JOC) WAS PURCHASED BY OIL PRICE INFORMATION SERVICE (OPIS)

WHEREAS, the County of Gloucester (hereinafter the "County") previously entered into a contract with Riggins, Inc. (hereinafter "Riggins"), with mailing address of P.O. Box 150 Millville, NJ 08322, for the supply and delivery of gasoline and diesel fuel for County vehicles, as per Bid PD#10-041; and

WHEREAS, the State of New Jersey Department of the Treasury, Division of Purchase and Property Procurement Bureau ("Bureau") issued a letter dated January 11, 2013 specifying the Journal of Commerce (hereinafter the "JOC") was purchased by Oil Price Information Service (hereinafter the "OPIS") affecting the said Term Contracts T-0083, Gasoline and T-1845, Ultra Low Sulfur Diesel; and

WHEREAS, the change of ownership has resulted in a significant change in reporting and publishing of prices and the new ownership uses a different approach to collecting price information. The JOC Oil Price Daily posted prices that were "Tank Car Reseller". OPIS has chosen to post "Posted Rack" or "Rack Pricing". When the current contractors bid they did so with the expectation that the JOC would continue to publish with the posted prices based on the same research policies that were being used. Although OPIS existed, their posting (and therefore their methodology) was not the basis for the prices to be submitted by bidders. The low end posted price is not comparable to the previously published JOC low end price, it is significantly lower. If the Bureau uses the OPIS Low End prices as the basis for these contracts, the contractors will be unable to continue to deliver at those prices; and

WHEREAS, the Bureau has reviewed the OPIS vs. JOC pricing for the past six months as per the attached spreadsheet and the average of the OPIS low end and high end prices was compared to the JOC low end prices and it was concluded that the State would see the following price impact if the OPIS low/high end average were used; Gasoline = \$0.06/gal increase, ULSD = \$0.04/gal increase and ULSD-Dyed = \$0.00/gal increase; and

WHEREAS, effective January 2, 2013 the Bureau shall replace the JOC - Oil Price Daily index prices previously used with the average of OPIS low end and high end prices minus \$0.06/gal Gasoline, minus \$0.04/gal for ULSD and minus \$0.00/gal for ULSD-Dyed; and

WHEREAS, it is recommended that this be done, effective January 2, 2013 as an interim measure. The results will be reviewed to determine, if in fact, this is an equitable adjustment. Solutions used by other states, counties, municipalities, etc to handle this situation may be reviewed. The State is also evaluating the need to rebid these contracts prior to their current contract expiration dates. The Director, Division of Purchase and Property Procurement Bureau will be the final arbiter as to what is in the best interests of the State

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County does hereby amend its aforesaid contract with Riggins Inc., Bid PD#10-041 for the supply and delivery of gasoline and diesel fuel for County vehicles; and,

BE IT FURTHER RESOLVED that the County of Gloucester agrees to be bound by the conversion formula set forth by the Bureau regarding the purchase of gasoline and diesel, said conversion formula is as following; replace the JOC 0.1 Price Daily index with the average of OPIS low end and high end prices minus \$0.06/gal for Gasoline, minus \$0.04/gal for ULSD and minus \$0.00/gal for ULSD Dyed.

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, February 6, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DI LELLA, CLERK

C9



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

JIGNASA DESAI-MCCLEARY
Director

January 11, 2013

TO: All Using Agencies & Fuel Term Contract Vendors.

FROM: Wilma Wilt, Contract Procurement & Control Specialist

SUBJECT: **T-0083 (12-X-22122) Gasoline – Amendment 4**
T-0077 (12-X-22269) Fuel Oil #2 – Heating - Amendment 3
T-1845 (13-X-22463) Ultra Low Sulfur Diesel (ULSD) and Biodiesel Fuel - Amendment 3

Term Contracts T-0083, T-0077 and T-1845 are changed as follows:

Effective January 1, 2013, the pricing indices DPP uses for the fuel contracts from Journal of Commerce (JOC) were purchased by Oil Price Information Service (OPIS). The change of ownership has resulted in a significant change in reporting and publishing of prices. OPIS has chosen to post "Posted Rack" or "Rack Pricing" versus "Tank Car Reseller". When the current contractors bid they did so with the expectation that the Journal of Commerce would continue to publish the posted prices. The low end posted price on OPIS is not comparable to the previously published JOC low end price.

The Procurement Bureau has reviewed the OPIS vs. JOC pricing for the past six months as per the attached spreadsheet. The average of the OPIS low end and high end prices was compared to the JOC low end prices and it was concluded that the state would see the following price impact if the OPIS low/high end average were used; Gasoline = \$0.06/gallon increase, Fuel Oil #2 – Heating = \$0.01/gallon increase, ULSD = \$0.04/ gallon increase and ULSD- Dyed = \$0.00/ gallon increase.

Effective January 2, 2013, DPP will replace the Journal of Commerce – Oil Price Daily index prices previously used with the average of the OPIS low end and high end prices minus \$0.06/gallon for Gasoline, minus \$0.01/gallon for Fuel Oil #2 – Heating, minus \$0.04/ gallon for ULSD and minus \$0.00/ gallon for ULSD-Dyed.

Please attach this amendment to your Notice of Award.

Date (Daily)	OPIS RFG Ethanol 10% Regular 87 Octane Newark NJ Gross Cont Unbranded Low(¢/gal)	OPIS RFG Ethanol 10% Regular 87 Octane Newark NJ Gross Cont Unbranded High(¢/gal)	OPIS Avg (\$/gal)	Gasoline JOC Low (\$/gal)	Difference JOC minus OPIS (\$/gal)
07/02/2012	\$ 270.85	\$ 292.55	\$ 2.82	\$ 2.76	\$ (0.06)
07/03/2012	\$ 271.20	\$ 292.46	\$ 2.82	\$ 2.76	\$ (0.06)
07/04/2012	\$ 281.70	\$ 302.00	\$ 2.92	\$ 2.76	\$ (0.16)
07/05/2012	\$ 281.70	\$ 302.00	\$ 2.92	\$ 2.85	\$ (0.07)
07/06/2012	\$ 284.20	\$ 306.45	\$ 2.95	\$ 2.89	\$ (0.06)
07/09/2012	\$ 279.95	\$ 301.90	\$ 2.91	\$ 2.84	\$ (0.07)
07/10/2012	\$ 284.20	\$ 307.00	\$ 2.96	\$ 2.89	\$ (0.07)
07/11/2012	\$ 286.00	\$ 307.00	\$ 2.97	\$ 2.89	\$ (0.07)
07/12/2012	\$ 286.45	\$ 303.90	\$ 2.95	\$ 2.92	\$ (0.03)
07/13/2012	\$ 289.95	\$ 307.90	\$ 2.99	\$ 2.95	\$ (0.04)
07/16/2012	\$ 292.10	\$ 309.05	\$ 3.01	\$ 2.97	\$ (0.04)
07/17/2012	\$ 294.60	\$ 313.00	\$ 3.04	\$ 3.00	\$ (0.04)
07/18/2012	\$ 291.70	\$ 313.00	\$ 3.02	\$ 2.97	\$ (0.05)
07/19/2012	\$ 292.45	\$ 316.65	\$ 3.05	\$ 2.99	\$ (0.06)
07/20/2012	\$ 295.90	\$ 321.60	\$ 3.09	\$ 3.03	\$ (0.06)
07/23/2012	\$ 295.40	\$ 322.00	\$ 3.09	\$ 3.02	\$ (0.07)
07/24/2012	\$ 289.60	\$ 316.00	\$ 3.03	\$ 2.97	\$ (0.06)
07/25/2012	\$ 283.60	\$ 310.00	\$ 2.97	\$ 2.89	\$ (0.07)
07/26/2012	\$ 280.60	\$ 307.15	\$ 2.94	\$ 2.85	\$ (0.08)
07/27/2012	\$ 280.20	\$ 308.40	\$ 2.94	\$ 2.86	\$ (0.08)
07/30/2012	\$ 287.10	\$ 315.05	\$ 3.01	\$ 2.91	\$ (0.10)
07/31/2012	\$ 291.00	\$ 312.00	\$ 3.02	\$ 2.97	\$ (0.05)
08/01/2012	\$ 287.75	\$ 307.50	\$ 2.98	\$ 2.95	\$ (0.03)
08/02/2012	\$ 295.25	\$ 313.50	\$ 3.04	\$ 3.02	\$ (0.02)
08/03/2012	\$ 299.50	\$ 316.50	\$ 3.08	\$ 3.08	\$ (0.00)
08/06/2012	\$ 304.50	\$ 323.00	\$ 3.14	\$ 3.12	\$ (0.01)
08/07/2012	\$ 301.10	\$ 322.00	\$ 3.12	\$ 3.08	\$ (0.03)
08/08/2012	\$ 306.35	\$ 328.00	\$ 3.17	\$ 3.13	\$ (0.04)
08/09/2012	\$ 305.00	\$ 325.50	\$ 3.15	\$ 3.11	\$ (0.05)
08/10/2012	\$ 307.50	\$ 327.50	\$ 3.18	\$ 3.11	\$ (0.06)
08/13/2012	\$ 306.00	\$ 327.50	\$ 3.17	\$ 3.11	\$ (0.06)
08/14/2012	\$ 302.25	\$ 320.00	\$ 3.11	\$ 3.08	\$ (0.03)
08/15/2012	\$ 304.00	\$ 321.00	\$ 3.13	\$ 3.09	\$ (0.04)
08/16/2012	\$ 311.10	\$ 328.15	\$ 3.20	\$ 3.16	\$ (0.03)

08/17/2012	\$	309.25	\$	328.10	\$	3.19	\$	3.15	\$	(0.04)
08/20/2012	\$	302.50	\$	323.05	\$	3.13	\$	3.09	\$	(0.04)
08/21/2012	\$	302.25	\$	323.79	\$	3.13	\$	3.08	\$	(0.05)
08/22/2012	\$	305.50	\$	325.00	\$	3.15	\$	3.11	\$	(0.05)
08/23/2012	\$	309.00	\$	330.85	\$	3.20	\$	3.14	\$	(0.06)
08/24/2012	\$	308.05	\$	331.25	\$	3.20	\$	3.15	\$	(0.04)
08/27/2012	\$	304.70	\$	330.80	\$	3.18	\$	3.12	\$	(0.06)
08/28/2012	\$	316.20	\$	333.40	\$	3.25	\$	3.21	\$	(0.04)
08/29/2012	\$	309.75	\$	334.90	\$	3.22	\$	3.18	\$	(0.05)
08/30/2012	\$	308.50	\$	331.90	\$	3.20	\$	3.12	\$	(0.08)
08/31/2012	\$	305.80	\$	329.60	\$	3.18	\$	3.11	\$	(0.07)
09/03/2012	\$	308.90	\$	331.08	\$	3.20	\$	3.11	\$	(0.09)
09/04/2012	\$	308.90	\$	331.08	\$	3.20	\$	3.15	\$	(0.05)
09/05/2012	\$	306.30	\$	330.09	\$	3.18	\$	3.13	\$	(0.05)
09/06/2012	\$	305.20	\$	331.57	\$	3.18	\$	3.13	\$	(0.05)
09/07/2012	\$	309.45	\$	331.57	\$	3.21	\$	3.21	\$	0.01
09/10/2012	\$	331.20	\$	345.90	\$	3.39	\$	3.42	\$	0.03
09/11/2012	\$	334.70	\$	347.40	\$	3.41	\$	3.44	\$	0.03
09/12/2012	\$	330.85	\$	354.40	\$	3.43	\$	3.37	\$	(0.06)
09/13/2012	\$	317.10	\$	347.01	\$	3.32	\$	3.28	\$	(0.04)
09/14/2012	\$	310.15	\$	349.98	\$	3.30	\$	3.16	\$	(0.14)
09/17/2012	\$	324.75	\$	356.91	\$	3.41	\$	3.29	\$	(0.12)
09/18/2012	\$	302.85	\$	332.00	\$	3.17	\$	3.11	\$	(0.06)
09/19/2012	\$	296.50	\$	325.00	\$	3.11	\$	3.04	\$	(0.07)
09/20/2012	\$	289.35	\$	321.20	\$	3.05	\$	2.97	\$	(0.08)
09/21/2012	\$	296.35	\$	327.25	\$	3.12	\$	3.20	\$	0.08
09/24/2012	\$	296.35	\$	330.75	\$	3.14	\$	3.11	\$	(0.03)
09/25/2012	\$	298.25	\$	326.75	\$	3.13	\$	3.06	\$	(0.06)
09/26/2012	\$	301.20	\$	331.75	\$	3.16	\$	3.11	\$	(0.05)
09/27/2012	\$	316.45	\$	350.10	\$	3.33	\$	3.30	\$	(0.03)
09/28/2012	\$	320.30	\$	354.10	\$	3.37	\$	3.29	\$	(0.09)
10/01/2012	\$	330.00	\$	365.10	\$	3.48	\$	3.47	\$	(0.00)
10/02/2012	\$	329.50	\$	362.40	\$	3.46	\$	3.37	\$	(0.09)
10/03/2012	\$	309.65	\$	352.40	\$	3.31	\$	3.31	\$	(0.01)
10/04/2012	\$	301.50	\$	337.25	\$	3.19	\$	3.10	\$	(0.10)
10/05/2012	\$	314.24	\$	350.65	\$	3.32	\$	3.23	\$	(0.09)
10/08/2012	\$	314.84	\$	350.65	\$	3.33	\$	3.26	\$	(0.07)
10/09/2012	\$	306.54	\$	349.50	\$	3.28	\$	3.17	\$	(0.11)
10/10/2012	\$	313.84	\$	353.70	\$	3.34	\$	3.22	\$	(0.12)
10/11/2012	\$	310.40	\$	351.95	\$	3.31	\$	3.19	\$	(0.12)
10/12/2012	\$	305.35	\$	349.95	\$	3.28	\$	3.14	\$	(0.13)
10/15/2012	\$	298.60	\$	343.20	\$	3.21	\$	3.10	\$	(0.11)
10/16/2012	\$	292.80	\$	337.20	\$	3.15	\$	3.03	\$	(0.12)

10/17/2012	\$ 289.60	\$ 332.05	\$ 3.11	\$ 2.99	\$ (0.11)
10/18/2012	\$ 281.60	\$ 307.40	\$ 2.95	\$ 2.90	\$ (0.04)
10/19/2012	\$ 277.69	\$ 303.90	\$ 2.91	\$ 2.87	\$ (0.04)
10/22/2012	\$ 273.34	\$ 297.90	\$ 2.86	\$ 2.80	\$ (0.06)
10/23/2012	\$ 269.85	\$ 294.90	\$ 2.82	\$ 2.74	\$ (0.08)
10/24/2012	\$ 263.70	\$ 298.09	\$ 2.81	\$ 2.69	\$ (0.12)
10/25/2012	\$ 262.30	\$ 296.81	\$ 2.80	\$ 2.67	\$ (0.12)
10/26/2012	\$ 268.55	\$ 295.90	\$ 2.82	\$ 2.74	\$ (0.08)
10/29/2012	\$ 271.27	\$ 299.90	\$ 2.86	\$ 2.80	\$ (0.06)
10/30/2012	\$ 275.85	\$ 314.90	\$ 2.95	\$ 2.88	\$ (0.07)
10/31/2012	\$ 276.00	\$ 310.90	\$ 2.93	\$ 2.95	\$ 0.01
11/01/2012	\$ 280.50	\$ 317.80	\$ 2.99	\$ 3.04	\$ 0.05
11/02/2012	\$ 281.75	\$ 317.87	\$ 3.00	\$ 3.03	\$ 0.03
11/05/2012	\$ 277.75	\$ 313.97	\$ 2.96	\$ 3.02	\$ 0.06
11/06/2012	\$ 281.75	\$ 320.24	\$ 3.01	\$ 3.06	\$ 0.05
11/07/2012	\$ 287.75	\$ 325.54	\$ 3.07	\$ 3.11	\$ 0.05
11/08/2012	\$ 279.25	\$ 314.75	\$ 2.97	\$ 3.03	\$ 0.06
11/09/2012	\$ 282.25	\$ 316.49	\$ 2.99	\$ 3.06	\$ 0.06
11/12/2012	\$ 294.00	\$ 333.14	\$ 3.14	\$ 3.16	\$ 0.03
11/13/2012	\$ 294.00	\$ 331.30	\$ 3.13	\$ 3.03	\$ (0.09)
11/14/2012	\$ 291.00	\$ 324.84	\$ 3.08	\$ 2.96	\$ (0.12)
11/15/2012	\$ 289.50	\$ 324.32	\$ 3.07	\$ 2.95	\$ (0.12)
11/16/2012	\$ 286.00	\$ 317.03	\$ 3.02	\$ 2.94	\$ (0.08)
11/19/2012	\$ 285.45	\$ 321.00	\$ 3.03	\$ 2.91	\$ (0.12)
11/20/2012	\$ 286.99	\$ 322.31	\$ 3.05	\$ 2.93	\$ (0.11)
11/21/2012	\$ 280.54	\$ 316.23	\$ 2.98	\$ 2.87	\$ (0.11)
11/22/2012	\$ 280.74	\$ 313.03	\$ 2.97	\$ 2.87	\$ (0.10)
11/23/2012	\$ 280.74	\$ 313.03	\$ 2.97	\$ 2.87	\$ (0.10)
11/26/2012	\$ 280.74	\$ 313.03	\$ 2.97	\$ 2.89	\$ (0.08)
11/27/2012	\$ 277.20	\$ 309.22	\$ 2.93	\$ 2.87	\$ (0.06)
11/28/2012	\$ 280.34	\$ 312.65	\$ 2.96	\$ 2.88	\$ (0.09)
11/29/2012	\$ 277.24	\$ 310.19	\$ 2.94	\$ 2.88	\$ (0.05)
11/30/2012	\$ 280.44	\$ 312.82	\$ 2.97	\$ 3.06	\$ 0.10
12/03/2012	\$ 278.34	\$ 310.85	\$ 2.95	\$ 3.06	\$ 0.12
12/04/2012	\$ 277.50	\$ 309.28	\$ 2.93	\$ 2.85	\$ (0.09)
12/05/2012	\$ 272.14	\$ 304.68	\$ 2.88	\$ 2.80	\$ (0.09)
12/06/2012	\$ 267.64	\$ 305.07	\$ 2.86	\$ 2.75	\$ (0.11)
12/07/2012	\$ 263.64	\$ 296.06	\$ 2.80	\$ 2.71	\$ (0.09)
12/10/2012	\$ 265.00	\$ 296.83	\$ 2.81	\$ 2.71	\$ (0.10)
12/11/2012	\$ 263.04	\$ 295.14	\$ 2.79	\$ 2.70	\$ (0.09)
12/12/2012	\$ 264.64	\$ 296.17	\$ 2.80	\$ 2.71	\$ (0.09)
12/13/2012	\$ 269.15	\$ 300.09	\$ 2.85	\$ 2.75	\$ (0.10)
12/14/2012	\$ 264.34	\$ 295.23	\$ 2.80	\$ 2.70	\$ (0.10)

12/17/2012	\$	271.34	\$	302.06	\$	2.87	\$	2.76	\$	(0.10)
12/18/2012	\$	271.40	\$	301.75	\$	2.87	\$	2.77	\$	(0.10)
12/19/2012	\$	274.25	\$	305.44	\$	2.90	\$	2.79	\$	(0.11)
12/20/2012	\$	278.00	\$	309.31	\$	2.94	\$	2.84	\$	(0.10)
12/21/2012	\$	278.04	\$	310.04	\$	2.94	\$	2.84	\$	(0.10)
12/24/2012	\$	275.90	\$	308.06	\$	2.92	\$	2.82	\$	(0.10)
12/25/2012	\$	277.40	\$	308.59	\$	2.93	\$	2.82	\$	(0.11)
12/26/2012	\$	277.40	\$	308.59	\$	2.93	\$	2.82	\$	(0.11)
12/27/2012	\$	283.40	\$	315.05	\$	2.99	\$	2.89	\$	(0.10)
12/28/2012	\$	283.50	\$	309.85	\$	2.97	\$	2.89	\$	(0.07)
12/31/2012	\$	282.00	\$	308.70	\$	2.95	\$	2.88	\$	(0.07)

C9



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer
JIGNASA DESAI-MCCLEARY
Director

January 11, 2013

TO: All Using Agencies & Fuel Term Contract Vendors.

FROM: Wilma Wilt, Contract Procurement & Control Specialist

SUBJECT: **T-0083 (12-X-22122) Gasoline – Amendment 4**
T-0077 (12-X-22269) Fuel Oil #2 – Heating - Amendment 3
T-1845 (13-X-22463) Ultra Low Sulfur Diesel (ULSD) and Biodiesel Fuel - Amendment 3

Term Contracts T-0083, T-0077 and T-1845 are changed as follows:

Effective January 1, 2013, the pricing indices DPP uses for the fuel contracts from Journal of Commerce (JOC) were purchased by Oil Price Information Service (OPIS). The change of ownership has resulted in a significant change in reporting and publishing of prices. OPIS has chosen to post "Posted Rack" or "Rack Pricing" versus "Tank Car Reseller". When the current contractors bid they did so with the expectation that the Journal of Commerce would continue to publish the posted prices. The low end posted price on OPIS is not comparable to the previously published JOC low end price.

The Procurement Bureau has reviewed the OPIS vs. JOC pricing for the past six months as per the attached spreadsheet. The average of the OPIS low end and high end prices was compared to the JOC low end prices and it was concluded that the state would see the following price impact if the OPIS low/high end average were used; Gasoline = \$0.06/gallon increase, Fuel Oil #2 – Heating = \$0.01/gallon increase, ULSD = \$0.04/ gallon increase and ULSD- Dyed = \$0.00/ gallon increase.

Effective January 2, 2013, DPP will replace the Journal of Commerce – Oil Price Daily index prices previously used with the average of the OPIS low end and high end prices minus \$0.06/gallon for Gasoline, minus \$0.01/gallon for Fuel Oil #2 – Heating, minus \$0.04/ gallon for ULSD and minus \$0.00/ gallon for ULSD-Dyed.

Please attach this amendment to your Notice of Award.

Date (Daily)	OPIS High Sulfur #2 Newark NJ Gross Contract Low(¢/gal)	OPIS High Sulfur #2 Newark NJ Gross Contract High(¢/gal)	OPIS Avg (\$/gal)	No. 2 Heating Oil JOC Low (\$/gal)	Difference JOC minus OPIS (\$/gal)
07/02/2012	\$ 268.68	\$ 302.10	\$ 2.85	\$ 2.80	\$ (0.05)
07/03/2012	\$ 266.42	\$ 298.10	\$ 2.82	\$ 2.76	\$ (0.07)
07/04/2012	\$ 275.00	\$ 306.70	\$ 2.91	\$ 2.76	\$ (0.15)
07/05/2012	\$ 275.00	\$ 306.70	\$ 2.91	\$ 2.82	\$ (0.09)
07/06/2012	\$ 275.45	\$ 307.30	\$ 2.91	\$ 2.80	\$ (0.12)
07/09/2012	\$ 269.97	\$ 301.75	\$ 2.86	\$ 2.74	\$ (0.12)
07/10/2012	\$ 272.96	\$ 304.75	\$ 2.89	\$ 2.78	\$ (0.11)
07/11/2012	\$ 271.63	\$ 303.50	\$ 2.88	\$ 2.79	\$ (0.09)
07/12/2012	\$ 275.13	\$ 307.25	\$ 2.91	\$ 2.84	\$ (0.07)
07/13/2012	\$ 275.71	\$ 307.70	\$ 2.92	\$ 2.83	\$ (0.09)
07/16/2012	\$ 278.00	\$ 310.70	\$ 2.94	\$ 2.85	\$ (0.09)
07/17/2012	\$ 280.82	\$ 314.15	\$ 2.97	\$ 2.89	\$ (0.08)
07/18/2012	\$ 281.67	\$ 314.75	\$ 2.98	\$ 2.90	\$ (0.08)
07/19/2012	\$ 285.74	\$ 319.10	\$ 3.02	\$ 2.95	\$ (0.07)
07/20/2012	\$ 292.25	\$ 325.60	\$ 3.09	\$ 3.02	\$ (0.07)
07/23/2012	\$ 290.00	\$ 323.40	\$ 3.07	\$ 3.00	\$ (0.07)
07/24/2012	\$ 281.00	\$ 312.90	\$ 2.97	\$ 2.89	\$ (0.08)
07/25/2012	\$ 280.50	\$ 313.60	\$ 2.97	\$ 2.90	\$ (0.07)
07/26/2012	\$ 284.93	\$ 315.35	\$ 3.00	\$ 2.92	\$ (0.08)
07/27/2012	\$ 286.33	\$ 317.80	\$ 3.02	\$ 2.94	\$ (0.08)
07/30/2012	\$ 288.58	\$ 319.90	\$ 3.04	\$ 2.96	\$ (0.08)
07/31/2012	\$ 286.52	\$ 318.35	\$ 3.02	\$ 2.93	\$ (0.09)
08/01/2012	\$ 286.00	\$ 312.95	\$ 2.99	\$ 2.91	\$ (0.09)
08/02/2012	\$ 287.15	\$ 315.65	\$ 3.01	\$ 2.94	\$ (0.07)
08/03/2012	\$ 285.15	\$ 314.40	\$ 3.00	\$ 2.93	\$ (0.07)
08/06/2012	\$ 293.60	\$ 322.75	\$ 3.08	\$ 3.01	\$ (0.07)
08/07/2012	\$ 294.91	\$ 323.95	\$ 3.09	\$ 3.03	\$ (0.07)
08/08/2012	\$ 300.34	\$ 329.20	\$ 3.15	\$ 3.07	\$ (0.07)
08/09/2012	\$ 302.30	\$ 331.00	\$ 3.17	\$ 3.08	\$ (0.09)
08/10/2012	\$ 307.00	\$ 334.65	\$ 3.21	\$ 3.12	\$ (0.09)
08/13/2012	\$ 302.40	\$ 332.64	\$ 3.18	\$ 3.08	\$ (0.09)
08/14/2012	\$ 304.20	\$ 331.75	\$ 3.18	\$ 3.08	\$ (0.10)
08/15/2012	\$ 304.80	\$ 333.25	\$ 3.19	\$ 3.11	\$ (0.08)
08/16/2012	\$ 308.85	\$ 338.25	\$ 3.24	\$ 3.17	\$ (0.07)
08/17/2012	\$ 313.65	\$ 341.25	\$ 3.27	\$ 3.20	\$ (0.08)
08/20/2012	\$ 309.80	\$ 338.80	\$ 3.24	\$ 3.18	\$ (0.07)
08/21/2012	\$ 311.45	\$ 338.15	\$ 3.25	\$ 3.16	\$ (0.08)

08/22/2012	\$	312.75	\$	341.40	\$	3.27	\$	3.20	\$	(0.07)
08/23/2012	\$	313.80	\$	342.35	\$	3.28	\$	3.23	\$	(0.05)
08/24/2012	\$	314.40	\$	341.90	\$	3.28	\$	3.20	\$	(0.09)
08/27/2012	\$	314.49	\$	346.40	\$	3.30	\$	3.18	\$	(0.13)
08/28/2012	\$	312.75	\$	341.40	\$	3.27	\$	3.21	\$	(0.07)
08/29/2012	\$	313.00	\$	342.65	\$	3.28	\$	3.23	\$	(0.05)
08/30/2012	\$	312.00	\$	342.05	\$	3.27	\$	3.25	\$	(0.02)
08/31/2012	\$	314.00	\$	343.90	\$	3.29	\$	3.26	\$	(0.03)
09/03/2012	\$	318.61	\$	348.75	\$	3.34	\$	3.26	\$	(0.07)
09/04/2012	\$	318.61	\$	348.75	\$	3.34	\$	3.32	\$	(0.02)
09/05/2012	\$	315.00	\$	345.75	\$	3.30	\$	3.23	\$	(0.07)
09/06/2012	\$	311.80	\$	342.40	\$	3.27	\$	3.22	\$	(0.05)
09/07/2012	\$	314.80	\$	343.95	\$	3.29	\$	3.26	\$	(0.04)
09/10/2012	\$	313.87	\$	345.45	\$	3.30	\$	3.26	\$	(0.03)
09/11/2012	\$	317.00	\$	346.45	\$	3.32	\$	3.31	\$	(0.01)
09/12/2012	\$	319.75	\$	349.00	\$	3.34	\$	3.33	\$	(0.01)
09/13/2012	\$	322.00	\$	351.25	\$	3.37	\$	3.36	\$	(0.01)
09/14/2012	\$	321.25	\$	351.25	\$	3.36	\$	3.36	\$	(0.00)
09/17/2012	\$	323.80	\$	354.25	\$	3.39	\$	3.39	\$	0.00
09/18/2012	\$	318.58	\$	347.25	\$	3.33	\$	3.31	\$	(0.02)
09/19/2012	\$	312.00	\$	342.50	\$	3.27	\$	3.27	\$	(0.00)
09/20/2012	\$	306.25	\$	335.55	\$	3.21	\$	3.15	\$	(0.06)
09/21/2012	\$	312.30	\$	340.80	\$	3.27	\$	3.20	\$	(0.06)
09/24/2012	\$	314.80	\$	342.80	\$	3.29	\$	3.25	\$	(0.04)
09/25/2012	\$	310.91	\$	340.05	\$	3.25	\$	3.22	\$	(0.04)
09/26/2012	\$	310.00	\$	340.80	\$	3.25	\$	3.23	\$	(0.03)
09/27/2012	\$	310.00	\$	341.30	\$	3.26	\$	3.22	\$	(0.03)
09/28/2012	\$	316.00	\$	346.75	\$	3.31	\$	3.29	\$	(0.03)
10/01/2012	\$	317.00	\$	345.75	\$	3.31	\$	3.29	\$	(0.02)
10/02/2012	\$	316.40	\$	345.05	\$	3.31	\$	3.29	\$	(0.02)
10/03/2012	\$	315.75	\$	345.05	\$	3.30	\$	3.28	\$	(0.03)
10/04/2012	\$	309.80	\$	338.05	\$	3.24	\$	3.21	\$	(0.03)
10/05/2012	\$	320.00	\$	349.80	\$	3.35	\$	3.33	\$	(0.02)
10/08/2012	\$	318.75	\$	347.40	\$	3.33	\$	3.30	\$	(0.03)
10/09/2012	\$	318.50	\$	347.40	\$	3.33	\$	3.25	\$	(0.08)
10/10/2012	\$	322.80	\$	352.30	\$	3.38	\$	3.30	\$	(0.08)
10/11/2012	\$	323.75	\$	352.80	\$	3.38	\$	3.33	\$	(0.05)
10/12/2012	\$	328.80	\$	358.15	\$	3.43	\$	3.40	\$	(0.03)
10/15/2012	\$	324.00	\$	354.65	\$	3.39	\$	3.37	\$	(0.02)
10/16/2012	\$	324.00	\$	353.15	\$	3.39	\$	3.36	\$	(0.03)
10/17/2012	\$	322.75	\$	351.25	\$	3.37	\$	3.29	\$	(0.08)
10/18/2012	\$	321.80	\$	351.25	\$	3.37	\$	3.29	\$	(0.07)
10/19/2012	\$	322.00	\$	352.40	\$	3.37	\$	3.29	\$	(0.08)

10/22/2012	\$	316.80	\$	346.80	\$	3.32	\$	3.24	\$	(0.08)
10/23/2012	\$	310.80	\$	340.30	\$	3.26	\$	3.18	\$	(0.08)
10/24/2012	\$	307.75	\$	336.55	\$	3.22	\$	3.18	\$	(0.04)
10/25/2012	\$	306.80	\$	336.30	\$	3.22	\$	3.18	\$	(0.04)
10/26/2012	\$	308.80	\$	338.60	\$	3.24	\$	3.18	\$	(0.06)
10/29/2012	\$	314.45	\$	341.85	\$	3.28	\$	3.18	\$	(0.10)
10/30/2012	\$	314.50	\$	342.85	\$	3.29	\$	3.18	\$	(0.11)
10/31/2012	\$	314.44	\$	340.55	\$	3.27	\$	3.18	\$	(0.10)
11/01/2012	\$	312.90	\$	338.05	\$	3.25	\$	3.18	\$	(0.08)
11/02/2012	\$	309.92	\$	335.90	\$	3.23	\$	3.18	\$	(0.05)
11/05/2012	\$	303.02	\$	329.00	\$	3.16	\$	3.18	\$	0.02
11/06/2012	\$	306.74	\$	332.20	\$	3.19	\$	3.18	\$	(0.02)
11/07/2012	\$	313.05	\$	338.20	\$	3.26	\$	3.18	\$	(0.08)
11/08/2012	\$	305.05	\$	330.20	\$	3.18	\$	3.30	\$	0.13
11/09/2012	\$	304.30	\$	329.45	\$	3.17	\$	3.29	\$	0.13
11/12/2012	\$	308.55	\$	333.70	\$	3.21	\$	3.34	\$	0.13
11/13/2012	\$	308.55	\$	333.70	\$	3.21	\$	3.34	\$	0.13
11/14/2012	\$	304.75	\$	329.90	\$	3.17	\$	3.30	\$	0.13
11/15/2012	\$	307.85	\$	333.00	\$	3.20	\$	3.33	\$	0.13
11/16/2012	\$	304.00	\$	330.20	\$	3.17	\$	3.30	\$	0.13
11/19/2012	\$	304.00	\$	332.70	\$	3.18	\$	3.33	\$	0.14
11/20/2012	\$	314.00	\$	340.95	\$	3.27	\$	3.41	\$	0.13
11/21/2012	\$	310.75	\$	337.30	\$	3.24	\$	3.37	\$	0.13
11/22/2012	\$	314.80	\$	340.05	\$	3.27	\$	3.37	\$	0.10
11/23/2012	\$	314.80	\$	340.05	\$	3.27	\$	3.37	\$	0.10
11/26/2012	\$	313.00	\$	340.05	\$	3.27	\$	3.40	\$	0.14
11/27/2012	\$	310.00	\$	338.55	\$	3.24	\$	3.39	\$	0.14
11/28/2012	\$	308.50	\$	335.95	\$	3.22	\$	3.36	\$	0.14
11/29/2012	\$	307.80	\$	335.45	\$	3.22	\$	3.17	\$	(0.04)
11/30/2012	\$	310.00	\$	344.05	\$	3.27	\$	3.21	\$	(0.06)
12/03/2012	\$	312.00	\$	344.35	\$	3.28	\$	3.22	\$	(0.06)
12/04/2012	\$	309.00	\$	344.35	\$	3.27	\$	3.21	\$	(0.06)
12/05/2012	\$	307.50	\$	339.40	\$	3.23	\$	3.16	\$	(0.07)
12/06/2012	\$	306.00	\$	338.95	\$	3.22	\$	3.16	\$	(0.06)
12/07/2012	\$	301.00	\$	333.65	\$	3.17	\$	3.11	\$	(0.06)
12/10/2012	\$	298.00	\$	332.10	\$	3.15	\$	3.09	\$	(0.06)
12/11/2012	\$	296.50	\$	329.80	\$	3.13	\$	3.07	\$	(0.06)
12/12/2012	\$	298.50	\$	332.35	\$	3.15	\$	3.10	\$	(0.06)
12/13/2012	\$	302.50	\$	336.65	\$	3.20	\$	3.14	\$	(0.05)
12/14/2012	\$	301.00	\$	334.80	\$	3.18	\$	3.10	\$	(0.08)
12/17/2012	\$	302.50	\$	337.80	\$	3.20	\$	3.14	\$	(0.06)
12/18/2012	\$	300.00	\$	335.80	\$	3.18	\$	3.12	\$	(0.06)
12/19/2012	\$	303.00	\$	339.00	\$	3.21	\$	3.15	\$	(0.06)

12/20/2012	\$	307.00	\$	343.00	\$	3.25	\$	3.19	\$	(0.06)
12/21/2012	\$	309.00	\$	345.30	\$	3.27	\$	3.22	\$	(0.05)
12/24/2012	\$	307.00	\$	342.60	\$	3.25	\$	3.19	\$	(0.06)
12/25/2012	\$	305.00	\$	340.45	\$	3.23	\$	3.19	\$	(0.04)
12/26/2012	\$	305.29	\$	340.45	\$	3.23	\$	3.19	\$	(0.04)
12/27/2012	\$	309.00	\$	345.70	\$	3.27	\$	3.18	\$	(0.09)
12/28/2012	\$	311.00	\$	347.20	\$	3.29	\$	3.20	\$	(0.09)
12/31/2012	\$	310.00	\$	345.95	\$	3.28	\$	3.20	\$	(0.08)

C9



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
PO BOX 230
TRENTON, NJ 08625-0230

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

JIGNASA DESAI-MCCLEARY
Director

January 11, 2013

TO: All Using Agencies & Fuel Term Contract Vendors.

FROM: Wilma Wilt, Contract Procurement & Control Specialist

SUBJECT: **T-0083 (12-X-22122) Gasoline – Amendment 4**
T-0077 (12-X-22269) Fuel Oil #2 – Heating - Amendment 3
T-1845 (13-X-22463) Ultra Low Sulfur Diesel (ULSD) and Biodiesel Fuel - Amendment 3

Term Contracts T-0083, T-0077 and T-1845 are changed as follows:

Effective January 1, 2013 the Journal of Commerce (JOC) was purchased by Oil Price Information Service (OPIS). The change of ownership has resulted in a significant change in reporting and publishing of prices. The new ownership is uses a different approach to collecting price information. The JOC - Oil Price Daily posted prices that were "Tank Car Reseller". OPIS has chosen to post "Posted Rack" or "Rack Pricing". When the current contractors bid they did so with the expectation that the Journal of Commerce would continue to publish with the posted prices based on the same research policies that were being used. Although OPIS existed, their posting (and therefore their methodology) was not the basis for the prices to be submitted by bidders. The low end posted price is not comparable to the previously published JOC low end price, it is significantly lower. If the procurement Bureau uses the OPIS Low End prices as the basis for these contracts, the Contractors will be unable to continue to deliver at those prices.

Procurement Bureau has reviewed the OPIS vs. JOC pricing for the past six months as per the attached spreadsheet. The average of the OPIS low end and high end prices was compared to the JOC low end prices and it was concluded that the state would see the following price impact if the OPIS low/high end average were used; Gasoline = \$0.06/gallon increase, Fuel Oil #2 – Heating = \$0.01/gallon increase, ULSD = \$0.04/ gallon increase and ULSD- Dyed = \$0.00/ gallon increase.

Effective January 2, 2013, will replace the Journal of Commerce – Oil Price Daily index prices previously used with the average of the OPIS low end and high end prices minus \$0.06/gallon for Gasoline, minus \$0.01/gallon for Fuel Oil #2 – Heating, minus \$0.04/ gallon for ULSD and minus \$0.00/ gallon for ULSD-Dyed.

It is recommended that this be done, effective January 2, 2013, as an interim measure. The results will be reviewed to determine, if in fact, this is an equitable adjustment. Solutions used by other states, counties, municipalities, etc., to handle this situation may be reviewed. The State is also evaluating the need to rebid these contracts prior to their current contract expiration dates. The Director, Division of Purchase & Property will be the final arbiter as to what is in the best interests of the State.

Please attach this amendment to your Notice of Award.

Date (Daily)	OPIS Ultra- Low Diesel Newark NJ Gross Contract Low(¢/gal)	OPIS Ultra- Low Diesel Newark NJ Gross Contract High(¢/gal)	OPIS Avg (\$/gal)	ULSD JOC Low (\$/gal)	Difference JOC minus OPIS (\$/gal)
07/02/2012	\$ 280.19	\$ 292.45	\$ 2.86	\$ 2.86	\$ (0.00)
07/03/2012	\$ 280.10	\$ 289.80	\$ 2.85	\$ 2.84	\$ (0.01)
07/04/2012	\$ 288.50	\$ 298.90	\$ 2.94	\$ 2.84	\$ (0.09)
07/05/2012	\$ 288.50	\$ 298.90	\$ 2.94	\$ 2.92	\$ (0.02)
07/06/2012	\$ 288.85	\$ 301.40	\$ 2.95	\$ 2.93	\$ (0.02)
07/09/2012	\$ 284.00	\$ 295.50	\$ 2.90	\$ 2.87	\$ (0.02)
07/10/2012	\$ 287.90	\$ 300.45	\$ 2.94	\$ 2.91	\$ (0.04)
07/11/2012	\$ 285.50	\$ 295.45	\$ 2.90	\$ 2.90	\$ (0.00)
07/12/2012	\$ 289.00	\$ 299.75	\$ 2.94	\$ 2.93	\$ (0.01)
07/13/2012	\$ 288.20	\$ 301.90	\$ 2.95	\$ 2.95	\$ (0.00)
07/16/2012	\$ 290.00	\$ 302.40	\$ 2.96	\$ 2.97	\$ 0.00
07/17/2012	\$ 292.16	\$ 303.85	\$ 2.98	\$ 2.99	\$ 0.01
07/18/2012	\$ 293.20	\$ 305.15	\$ 2.99	\$ 2.98	\$ (0.01)
07/19/2012	\$ 297.20	\$ 307.40	\$ 3.02	\$ 3.02	\$ (0.01)
07/20/2012	\$ 303.95	\$ 313.90	\$ 3.09	\$ 3.08	\$ (0.01)
07/23/2012	\$ 300.70	\$ 315.10	\$ 3.08	\$ 3.07	\$ (0.01)
07/24/2012	\$ 289.20	\$ 299.85	\$ 2.95	\$ 2.96	\$ 0.01
07/25/2012	\$ 289.20	\$ 299.50	\$ 2.94	\$ 2.96	\$ 0.01
07/26/2012	\$ 290.90	\$ 300.95	\$ 2.96	\$ 2.96	\$ 0.01
07/27/2012	\$ 294.00	\$ 303.45	\$ 2.99	\$ 2.99	\$ 0.00
07/30/2012	\$ 295.75	\$ 306.05	\$ 3.01	\$ 3.01	\$ (0.00)
07/31/2012	\$ 295.25	\$ 305.50	\$ 3.00	\$ 3.00	\$ (0.01)
08/01/2012	\$ 291.40	\$ 303.40	\$ 2.97	\$ 2.98	\$ 0.01
08/02/2012	\$ 294.40	\$ 306.50	\$ 3.00	\$ 3.00	\$ (0.00)
08/03/2012	\$ 294.50	\$ 304.85	\$ 3.00	\$ 3.02	\$ 0.02
08/06/2012	\$ 302.90	\$ 313.30	\$ 3.08	\$ 3.09	\$ 0.01
08/07/2012	\$ 304.25	\$ 314.80	\$ 3.10	\$ 3.10	\$ 0.01
08/08/2012	\$ 309.65	\$ 321.55	\$ 3.16	\$ 3.16	\$ 0.00
08/09/2012	\$ 311.20	\$ 322.35	\$ 3.17	\$ 3.17	\$ 0.00
08/10/2012	\$ 315.60	\$ 326.30	\$ 3.21	\$ 3.21	\$ (0.00)
08/13/2012	\$ 313.15	\$ 323.85	\$ 3.19	\$ 3.17	\$ (0.01)
08/14/2012	\$ 313.70	\$ 325.11	\$ 3.19	\$ 3.17	\$ (0.02)
08/15/2012	\$ 315.30	\$ 327.09	\$ 3.21	\$ 3.21	\$ (0.01)
08/16/2012	\$ 321.05	\$ 332.04	\$ 3.27	\$ 3.26	\$ (0.00)
08/17/2012	\$ 324.20	\$ 335.01	\$ 3.30	\$ 3.30	\$ 0.00
08/20/2012	\$ 321.50	\$ 334.02	\$ 3.28	\$ 3.27	\$ (0.00)
08/21/2012	\$ 321.49	\$ 334.02	\$ 3.28	\$ 3.28	\$ (0.00)

08/22/2012	\$ 325.25	\$ 337.38	\$ 3.31	\$ 3.31	\$ (0.01)
08/23/2012	\$ 325.70	\$ 338.37	\$ 3.32	\$ 3.31	\$ (0.01)
08/24/2012	\$ 325.70	\$ 338.37	\$ 3.32	\$ 3.31	\$ (0.01)
08/27/2012	\$ 323.45	\$ 336.69	\$ 3.30	\$ 3.29	\$ (0.02)
08/28/2012	\$ 325.80	\$ 337.48	\$ 3.32	\$ 3.31	\$ (0.01)
08/29/2012	\$ 325.80	\$ 337.48	\$ 3.32	\$ 3.32	\$ 0.00
08/30/2012	\$ 325.15	\$ 337.48	\$ 3.31	\$ 3.31	\$ (0.01)
08/31/2012	\$ 326.08	\$ 338.97	\$ 3.33	\$ 3.33	\$ 0.00
09/03/2012	\$ 330.90	\$ 342.93	\$ 3.37	\$ 3.33	\$ (0.04)
09/04/2012	\$ 330.90	\$ 342.93	\$ 3.37	\$ 3.34	\$ (0.03)
09/05/2012	\$ 327.20	\$ 340.95	\$ 3.34	\$ 3.34	\$ (0.00)
09/06/2012	\$ 323.30	\$ 338.97	\$ 3.31	\$ 3.29	\$ (0.02)
09/07/2012	\$ 323.35	\$ 338.97	\$ 3.31	\$ 3.30	\$ (0.01)
09/10/2012	\$ 324.15	\$ 343.92	\$ 3.34	\$ 3.31	\$ (0.03)
09/11/2012	\$ 324.30	\$ 343.92	\$ 3.34	\$ 3.30	\$ (0.04)
09/12/2012	\$ 327.20	\$ 345.90	\$ 3.37	\$ 3.34	\$ (0.03)
09/13/2012	\$ 330.33	\$ 345.90	\$ 3.38	\$ 3.37	\$ (0.02)
09/14/2012	\$ 329.00	\$ 350.85	\$ 3.40	\$ 3.35	\$ (0.05)
09/17/2012	\$ 331.00	\$ 357.78	\$ 3.44	\$ 3.37	\$ (0.08)
09/18/2012	\$ 322.24	\$ 334.35	\$ 3.28	\$ 3.27	\$ (0.01)
09/19/2012	\$ 318.90	\$ 327.93	\$ 3.23	\$ 3.23	\$ (0.00)
09/20/2012	\$ 311.70	\$ 320.56	\$ 3.16	\$ 3.16	\$ (0.00)
09/21/2012	\$ 318.55	\$ 326.46	\$ 3.23	\$ 3.24	\$ 0.02
09/24/2012	\$ 319.45	\$ 331.00	\$ 3.25	\$ 3.27	\$ 0.02
09/25/2012	\$ 319.30	\$ 328.30	\$ 3.24	\$ 3.25	\$ 0.01
09/26/2012	\$ 318.80	\$ 329.29	\$ 3.24	\$ 3.26	\$ 0.02
09/27/2012	\$ 317.94	\$ 328.28	\$ 3.23	\$ 3.23	\$ (0.00)
09/28/2012	\$ 325.00	\$ 334.14	\$ 3.30	\$ 3.30	\$ 0.01
10/01/2012	\$ 325.20	\$ 338.80	\$ 3.32	\$ 3.30	\$ (0.02)
10/02/2012	\$ 324.09	\$ 335.61	\$ 3.30	\$ 3.29	\$ (0.00)
10/03/2012	\$ 324.25	\$ 332.30	\$ 3.28	\$ 3.30	\$ 0.02
10/04/2012	\$ 320.15	\$ 327.16	\$ 3.24	\$ 3.25	\$ 0.01
10/05/2012	\$ 331.52	\$ 339.95	\$ 3.36	\$ 3.37	\$ 0.01
10/08/2012	\$ 328.25	\$ 336.97	\$ 3.33	\$ 3.34	\$ 0.01
10/09/2012	\$ 327.80	\$ 335.55	\$ 3.32	\$ 3.34	\$ 0.02
10/10/2012	\$ 332.09	\$ 339.95	\$ 3.36	\$ 3.38	\$ 0.02
10/11/2012	\$ 332.54	\$ 340.71	\$ 3.37	\$ 3.38	\$ 0.02
10/12/2012	\$ 338.39	\$ 347.60	\$ 3.43	\$ 3.44	\$ 0.01
10/15/2012	\$ 334.30	\$ 342.63	\$ 3.38	\$ 3.40	\$ 0.01
10/16/2012	\$ 333.50	\$ 340.61	\$ 3.37	\$ 3.38	\$ 0.01
10/17/2012	\$ 330.60	\$ 339.60	\$ 3.35	\$ 3.35	\$ (0.01)
10/18/2012	\$ 329.85	\$ 338.25	\$ 3.34	\$ 3.35	\$ 0.00
10/19/2012	\$ 330.30	\$ 340.00	\$ 3.35	\$ 3.36	\$ 0.01
10/22/2012	\$ 324.00	\$ 335.00	\$ 3.30	\$ 3.30	\$ 0.00

10/23/2012	\$ 317.95	\$ 327.50	\$ 3.23	\$ 3.23	\$ (0.00)
10/24/2012	\$ 314.00	\$ 325.00	\$ 3.20	\$ 3.19	\$ (0.01)
10/25/2012	\$ 314.40	\$ 320.00	\$ 3.17	\$ 3.18	\$ 0.01
10/26/2012	\$ 318.55	\$ 328.00	\$ 3.23	\$ 3.22	\$ (0.01)
10/29/2012	\$ 320.75	\$ 341.00	\$ 3.31	\$ 3.26	\$ (0.05)
10/30/2012	\$ 324.25	\$ 341.00	\$ 3.33	\$ 3.27	\$ (0.06)
10/31/2012	\$ 322.15	\$ 330.80	\$ 3.26	\$ 3.24	\$ (0.03)
11/01/2012	\$ 323.75	\$ 331.82	\$ 3.28	\$ 3.27	\$ (0.00)
11/02/2012	\$ 321.00	\$ 340.70	\$ 3.31	\$ 3.25	\$ (0.06)
11/05/2012	\$ 314.70	\$ 345.70	\$ 3.30	\$ 3.22	\$ (0.09)
11/06/2012	\$ 317.50	\$ 339.70	\$ 3.29	\$ 3.23	\$ (0.06)
11/07/2012	\$ 327.21	\$ 346.70	\$ 3.37	\$ 3.29	\$ (0.08)
11/08/2012	\$ 319.21	\$ 337.70	\$ 3.28	\$ 3.23	\$ (0.06)
11/09/2012	\$ 319.40	\$ 342.70	\$ 3.31	\$ 3.24	\$ (0.07)
11/12/2012	\$ 323.99	\$ 347.70	\$ 3.36	\$ 3.31	\$ (0.05)
11/13/2012	\$ 323.36	\$ 352.70	\$ 3.38	\$ 3.31	\$ (0.07)
11/14/2012	\$ 319.04	\$ 348.70	\$ 3.34	\$ 3.27	\$ (0.07)
11/15/2012	\$ 322.92	\$ 351.20	\$ 3.37	\$ 3.31	\$ (0.06)
11/16/2012	\$ 320.27	\$ 349.70	\$ 3.35	\$ 3.28	\$ (0.07)
11/19/2012	\$ 322.70	\$ 340.00	\$ 3.31	\$ 3.30	\$ (0.01)
11/20/2012	\$ 332.09	\$ 351.50	\$ 3.42	\$ 3.39	\$ (0.02)
11/21/2012	\$ 329.25	\$ 347.12	\$ 3.38	\$ 3.36	\$ (0.02)
11/22/2012	\$ 333.30	\$ 351.57	\$ 3.42	\$ 3.36	\$ (0.06)
11/23/2012	\$ 333.30	\$ 351.57	\$ 3.42	\$ 3.36	\$ (0.06)
11/26/2012	\$ 333.30	\$ 352.07	\$ 3.43	\$ 3.40	\$ (0.03)
11/27/2012	\$ 328.69	\$ 349.04	\$ 3.39	\$ 3.38	\$ (0.00)
11/28/2012	\$ 325.80	\$ 345.30	\$ 3.36	\$ 3.32	\$ (0.03)
11/29/2012	\$ 321.75	\$ 345.30	\$ 3.34	\$ 3.28	\$ (0.05)
11/30/2012	\$ 322.67	\$ 337.47	\$ 3.30	\$ 3.29	\$ (0.01)
12/03/2012	\$ 324.69	\$ 335.00	\$ 3.30	\$ 3.31	\$ 0.01
12/04/2012	\$ 317.30	\$ 334.59	\$ 3.26	\$ 3.25	\$ (0.01)
12/05/2012	\$ 312.00	\$ 328.30	\$ 3.20	\$ 3.20	\$ (0.01)
12/06/2012	\$ 310.40	\$ 322.30	\$ 3.16	\$ 3.18	\$ 0.01
12/07/2012	\$ 308.15	\$ 320.30	\$ 3.14	\$ 3.16	\$ 0.01
12/10/2012	\$ 305.90	\$ 319.30	\$ 3.13	\$ 3.14	\$ 0.01
12/11/2012	\$ 307.55	\$ 321.30	\$ 3.14	\$ 3.15	\$ 0.01
12/12/2012	\$ 310.00	\$ 322.27	\$ 3.16	\$ 3.17	\$ 0.01
12/13/2012	\$ 309.50	\$ 324.29	\$ 3.17	\$ 3.17	\$ 0.01
12/14/2012	\$ 305.27	\$ 319.44	\$ 3.12	\$ 3.16	\$ 0.04
12/17/2012	\$ 307.78	\$ 322.93	\$ 3.15	\$ 3.17	\$ 0.02
12/18/2012	\$ 306.00	\$ 320.20	\$ 3.13	\$ 3.15	\$ 0.02
12/19/2012	\$ 308.67	\$ 323.74	\$ 3.16	\$ 3.18	\$ 0.02
12/20/2012	\$ 312.58	\$ 327.68	\$ 3.20	\$ 3.22	\$ 0.02
12/21/2012	\$ 313.99	\$ 329.39	\$ 3.22	\$ 3.24	\$ 0.03

12/24/2012	\$ 312.05	\$ 326.11	\$ 3.19	\$ 3.22	\$ 0.03
12/25/2012	\$ 310.60	\$ 324.09	\$ 3.17	\$ 3.22	\$ 0.05
12/26/2012	\$ 310.60	\$ 324.09	\$ 3.17	\$ 3.22	\$ 0.05
12/27/2012	\$ 312.68	\$ 328.79	\$ 3.21	\$ 3.23	\$ 0.03
12/28/2012	\$ 313.65	\$ 330.81	\$ 3.22	\$ 3.25	\$ 0.03
12/31/2012	\$ 310.20	\$ 325.76	\$ 3.18	\$ 3.20	\$ 0.02

Date (Daily)	OPIS Ultra- Low Red Diesel Newark NJ Gross Contract Low(¢/gal)	OPIS Ultra- Low Red Diesel Newark NJ Gross Contract High(¢/gal)	OPIS Avg (\$/gal)	ULSD Dyed JOC Low (\$/gal)	Difference JOC minus OPIS (\$/gal)
07/02/2012	\$ 280.69	\$ 291.31	\$ 2.86	\$ 2.86	\$ 0.00
07/03/2012	\$ 280.60	\$ 289.70	\$ 2.85	\$ 2.85	\$ (0.00)
07/04/2012	\$ 289.00	\$ 297.70	\$ 2.93	\$ 2.85	\$ (0.09)
07/05/2012	\$ 289.00	\$ 297.70	\$ 2.93	\$ 2.92	\$ (0.01)
07/06/2012	\$ 289.35	\$ 298.70	\$ 2.94	\$ 2.94	\$ (0.00)
07/09/2012	\$ 284.50	\$ 292.71	\$ 2.89	\$ 2.88	\$ (0.01)
07/10/2012	\$ 288.25	\$ 296.71	\$ 2.92	\$ 2.91	\$ (0.01)
07/11/2012	\$ 286.00	\$ 294.71	\$ 2.90	\$ 2.91	\$ 0.01
07/12/2012	\$ 289.50	\$ 298.41	\$ 2.94	\$ 2.94	\$ (0.00)
07/13/2012	\$ 289.00	\$ 297.45	\$ 2.93	\$ 2.95	\$ 0.02
07/16/2012	\$ 290.50	\$ 299.11	\$ 2.95	\$ 2.97	\$ 0.02
07/17/2012	\$ 292.66	\$ 302.61	\$ 2.98	\$ 2.99	\$ 0.01
07/18/2012	\$ 294.25	\$ 302.11	\$ 2.98	\$ 2.98	\$ 0.00
07/19/2012	\$ 297.95	\$ 305.91	\$ 3.02	\$ 3.02	\$ 0.00
07/20/2012	\$ 304.75	\$ 312.61	\$ 3.09	\$ 3.09	\$ 0.00
07/23/2012	\$ 302.49	\$ 310.91	\$ 3.07	\$ 3.08	\$ 0.01
07/24/2012	\$ 290.50	\$ 299.91	\$ 2.95	\$ 2.96	\$ 0.01
07/25/2012	\$ 290.50	\$ 298.91	\$ 2.95	\$ 2.96	\$ 0.02
07/26/2012	\$ 291.25	\$ 300.61	\$ 2.96	\$ 2.97	\$ 0.01
07/27/2012	\$ 294.50	\$ 303.61	\$ 2.99	\$ 2.99	\$ 0.00
07/30/2012	\$ 296.25	\$ 305.31	\$ 3.01	\$ 3.01	\$ 0.00
07/31/2012	\$ 295.75	\$ 304.81	\$ 3.00	\$ 3.00	\$ (0.00)
08/01/2012	\$ 293.72	\$ 301.31	\$ 2.98	\$ 2.98	\$ 0.01
08/02/2012	\$ 295.35	\$ 303.31	\$ 2.99	\$ 3.01	\$ 0.01
08/03/2012	\$ 295.00	\$ 304.31	\$ 3.00	\$ 3.02	\$ 0.02
08/06/2012	\$ 303.80	\$ 310.60	\$ 3.07	\$ 3.09	\$ 0.02
08/07/2012	\$ 304.63	\$ 312.30	\$ 3.08	\$ 3.11	\$ 0.02
08/08/2012	\$ 311.25	\$ 318.71	\$ 3.15	\$ 3.16	\$ 0.01
08/09/2012	\$ 312.80	\$ 320.21	\$ 3.17	\$ 3.18	\$ 0.01
08/10/2012	\$ 316.50	\$ 324.01	\$ 3.20	\$ 3.21	\$ 0.01
08/13/2012	\$ 314.35	\$ 321.80	\$ 3.18	\$ 3.18	\$ (0.00)
08/14/2012	\$ 314.20	\$ 322.51	\$ 3.18	\$ 3.18	\$ (0.01)
08/15/2012	\$ 315.80	\$ 324.81	\$ 3.20	\$ 3.21	\$ 0.01
08/16/2012	\$ 322.50	\$ 329.81	\$ 3.26	\$ 3.27	\$ 0.01
08/17/2012	\$ 325.15	\$ 333.31	\$ 3.29	\$ 3.30	\$ 0.01

08/20/2012	\$ 322.00	\$ 331.11	\$ 3.27	\$ 3.28	\$ 0.01
08/21/2012	\$ 322.07	\$ 330.41	\$ 3.26	\$ 3.28	\$ 0.02
08/22/2012	\$ 325.75	\$ 333.71	\$ 3.30	\$ 3.31	\$ 0.01
08/23/2012	\$ 326.35	\$ 334.21	\$ 3.30	\$ 3.32	\$ 0.02
08/24/2012	\$ 326.40	\$ 334.21	\$ 3.30	\$ 3.31	\$ 0.01
08/27/2012	\$ 324.60	\$ 336.25	\$ 3.30	\$ 3.29	\$ (0.01)
08/28/2012	\$ 326.15	\$ 335.01	\$ 3.31	\$ 3.31	\$ 0.01
08/29/2012	\$ 326.15	\$ 335.81	\$ 3.31	\$ 3.32	\$ 0.01
08/30/2012	\$ 325.50	\$ 334.81	\$ 3.30	\$ 3.31	\$ 0.01
08/31/2012	\$ 326.45	\$ 336.51	\$ 3.31	\$ 3.33	\$ 0.02
09/03/2012	\$ 331.30	\$ 340.01	\$ 3.36	\$ 3.33	\$ (0.02)
09/04/2012	\$ 331.30	\$ 340.01	\$ 3.36	\$ 3.34	\$ (0.02)
09/05/2012	\$ 327.70	\$ 336.01	\$ 3.32	\$ 3.34	\$ 0.03
09/06/2012	\$ 323.80	\$ 333.01	\$ 3.28	\$ 3.30	\$ 0.01
09/07/2012	\$ 324.38	\$ 333.10	\$ 3.29	\$ 3.31	\$ 0.02
09/10/2012	\$ 324.50	\$ 334.01	\$ 3.29	\$ 3.31	\$ 0.02
09/11/2012	\$ 325.25	\$ 333.26	\$ 3.29	\$ 3.31	\$ 0.01
09/12/2012	\$ 328.00	\$ 335.66	\$ 3.32	\$ 3.34	\$ 0.02
09/13/2012	\$ 330.68	\$ 337.86	\$ 3.34	\$ 3.37	\$ 0.03
09/14/2012	\$ 329.40	\$ 337.36	\$ 3.33	\$ 3.36	\$ 0.02
09/17/2012	\$ 331.40	\$ 339.36	\$ 3.35	\$ 3.37	\$ 0.01
09/18/2012	\$ 322.80	\$ 330.86	\$ 3.27	\$ 3.28	\$ 0.01
09/19/2012	\$ 319.50	\$ 326.66	\$ 3.23	\$ 3.23	\$ 0.00
09/20/2012	\$ 312.55	\$ 319.66	\$ 3.16	\$ 3.16	\$ (0.00)
09/21/2012	\$ 318.90	\$ 326.36	\$ 3.23	\$ 3.24	\$ 0.02
09/24/2012	\$ 321.45	\$ 331.25	\$ 3.26	\$ 3.27	\$ 0.01
09/25/2012	\$ 319.80	\$ 328.80	\$ 3.24	\$ 3.25	\$ 0.01
09/26/2012	\$ 319.30	\$ 329.30	\$ 3.24	\$ 3.26	\$ 0.02
09/27/2012	\$ 318.44	\$ 327.80	\$ 3.23	\$ 3.23	\$ 0.00
09/28/2012	\$ 325.50	\$ 333.36	\$ 3.29	\$ 3.31	\$ 0.01
10/01/2012	\$ 325.70	\$ 339.30	\$ 3.33	\$ 3.30	\$ (0.02)
10/02/2012	\$ 324.44	\$ 332.86	\$ 3.29	\$ 3.30	\$ 0.01
10/03/2012	\$ 324.75	\$ 332.55	\$ 3.29	\$ 3.30	\$ 0.02
10/04/2012	\$ 320.65	\$ 327.56	\$ 3.24	\$ 3.25	\$ 0.01
10/05/2012	\$ 332.02	\$ 339.55	\$ 3.36	\$ 3.37	\$ 0.01
10/08/2012	\$ 328.75	\$ 336.05	\$ 3.32	\$ 3.34	\$ 0.02
10/09/2012	\$ 328.19	\$ 335.80	\$ 3.32	\$ 3.34	\$ 0.02
10/10/2012	\$ 332.59	\$ 339.66	\$ 3.36	\$ 3.39	\$ 0.02
10/11/2012	\$ 333.04	\$ 340.35	\$ 3.37	\$ 3.39	\$ 0.02
10/12/2012	\$ 338.75	\$ 346.16	\$ 3.42	\$ 3.44	\$ 0.02
10/15/2012	\$ 334.80	\$ 342.80	\$ 3.39	\$ 3.40	\$ 0.01
10/16/2012	\$ 334.00	\$ 340.30	\$ 3.37	\$ 3.38	\$ 0.01
10/17/2012	\$ 331.10	\$ 337.80	\$ 3.34	\$ 3.35	\$ 0.00
10/18/2012	\$ 330.20	\$ 337.05	\$ 3.34	\$ 3.35	\$ 0.01

10/19/2012	\$ 330.70	\$ 337.39	\$ 3.34	\$ 3.36	\$ 0.02
10/22/2012	\$ 324.35	\$ 332.88	\$ 3.29	\$ 3.30	\$ 0.01
10/23/2012	\$ 318.80	\$ 328.00	\$ 3.23	\$ 3.23	\$ (0.01)
10/24/2012	\$ 315.54	\$ 321.50	\$ 3.19	\$ 3.19	\$ 0.01
10/25/2012	\$ 315.15	\$ 320.50	\$ 3.18	\$ 3.18	\$ 0.01
10/26/2012	\$ 318.90	\$ 328.50	\$ 3.24	\$ 3.22	\$ (0.02)
10/29/2012	\$ 323.00	\$ 341.50	\$ 3.32	\$ 3.26	\$ (0.06)
10/30/2012	\$ 325.25	\$ 341.50	\$ 3.33	\$ 3.27	\$ (0.06)
10/31/2012	\$ 322.50	\$ 331.30	\$ 3.27	\$ 3.24	\$ (0.03)
11/01/2012	\$ 324.37	\$ 332.02	\$ 3.28	\$ 3.28	\$ (0.01)
11/02/2012	\$ 323.01	\$ 341.20	\$ 3.32	\$ 3.25	\$ (0.07)
11/05/2012	\$ 315.05	\$ 346.20	\$ 3.31	\$ 3.22	\$ (0.09)
11/06/2012	\$ 317.85	\$ 340.20	\$ 3.29	\$ 3.23	\$ (0.06)
11/07/2012	\$ 327.71	\$ 347.20	\$ 3.37	\$ 3.30	\$ (0.08)
11/08/2012	\$ 319.71	\$ 338.20	\$ 3.29	\$ 3.23	\$ (0.06)
11/09/2012	\$ 319.75	\$ 343.20	\$ 3.31	\$ 3.24	\$ (0.08)
11/12/2012	\$ 324.49	\$ 348.20	\$ 3.36	\$ 3.31	\$ (0.05)
11/13/2012	\$ 323.86	\$ 353.20	\$ 3.39	\$ 3.32	\$ (0.07)
11/14/2012	\$ 319.54	\$ 349.20	\$ 3.34	\$ 3.27	\$ (0.07)
11/15/2012	\$ 323.42	\$ 351.70	\$ 3.38	\$ 3.31	\$ (0.07)
11/16/2012	\$ 320.77	\$ 350.20	\$ 3.35	\$ 3.28	\$ (0.08)
11/19/2012	\$ 323.26	\$ 340.50	\$ 3.32	\$ 3.30	\$ (0.01)
11/20/2012	\$ 332.59	\$ 352.00	\$ 3.42	\$ 3.40	\$ (0.03)
11/21/2012	\$ 329.85	\$ 341.80	\$ 3.36	\$ 3.37	\$ 0.01
11/22/2012	\$ 334.00	\$ 347.80	\$ 3.41	\$ 3.37	\$ (0.04)
11/23/2012	\$ 334.00	\$ 347.80	\$ 3.41	\$ 3.37	\$ (0.04)
11/26/2012	\$ 334.00	\$ 347.80	\$ 3.41	\$ 3.40	\$ (0.01)
11/27/2012	\$ 329.30	\$ 342.80	\$ 3.36	\$ 3.39	\$ 0.03
11/28/2012	\$ 326.92	\$ 338.80	\$ 3.33	\$ 3.33	\$ (0.00)
11/29/2012	\$ 323.03	\$ 338.30	\$ 3.31	\$ 3.29	\$ (0.02)
11/30/2012	\$ 323.17	\$ 337.80	\$ 3.30	\$ 3.30	\$ (0.01)
12/03/2012	\$ 325.00	\$ 335.50	\$ 3.30	\$ 3.31	\$ 0.01
12/04/2012	\$ 317.80	\$ 335.09	\$ 3.26	\$ 3.25	\$ (0.02)
12/05/2012	\$ 312.50	\$ 328.80	\$ 3.21	\$ 3.20	\$ (0.01)
12/06/2012	\$ 311.80	\$ 322.80	\$ 3.17	\$ 3.18	\$ 0.01
12/07/2012	\$ 309.05	\$ 320.80	\$ 3.15	\$ 3.16	\$ 0.01
12/10/2012	\$ 307.50	\$ 319.80	\$ 3.14	\$ 3.14	\$ 0.00
12/11/2012	\$ 308.50	\$ 321.80	\$ 3.15	\$ 3.14	\$ (0.02)
12/12/2012	\$ 310.50	\$ 322.30	\$ 3.16	\$ 3.19	\$ 0.02
12/13/2012	\$ 310.00	\$ 322.85	\$ 3.16	\$ 3.22	\$ 0.05
12/14/2012	\$ 305.77	\$ 319.01	\$ 3.12	\$ 3.16	\$ 0.04
12/17/2012	\$ 308.28	\$ 320.02	\$ 3.14	\$ 3.18	\$ 0.03
12/18/2012	\$ 306.50	\$ 317.86	\$ 3.12	\$ 3.16	\$ 0.03
12/19/2012	\$ 309.17	\$ 320.56	\$ 3.15	\$ 3.18	\$ 0.03

12/20/2012	\$ 313.08	\$ 324.55	\$ 3.19	\$ 3.22	\$ 0.03
12/21/2012	\$ 314.49	\$ 327.06	\$ 3.21	\$ 3.25	\$ 0.04
12/24/2012	\$ 312.55	\$ 323.06	\$ 3.18	\$ 3.22	\$ 0.05
12/25/2012	\$ 311.00	\$ 322.30	\$ 3.17	\$ 3.22	\$ 0.06
12/26/2012	\$ 311.00	\$ 322.30	\$ 3.17	\$ 3.22	\$ 0.06
12/27/2012	\$ 313.18	\$ 328.80	\$ 3.21	\$ 3.24	\$ 0.03
12/28/2012	\$ 314.15	\$ 328.80	\$ 3.21	\$ 3.26	\$ 0.04
12/31/2012	\$ 310.70	\$ 323.30	\$ 3.17	\$ 3.20	\$ 0.03

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**RESOLUTION AUTHORIZING AGREEMENTS WITH THE TOWNSHIP OF
DEPTFORD, ELK/FRANKLIN TOWNSHIP, MANTUA/HARRISON TOWNSHIP,
MONROE TOWNSHIP, WASHINGTON TOWNSHIP, AND WEST DEPTFORD
TOWNSHIP FOR THE PROVISION OF THE MUNICIPAL ALLIANCE DRUG AND
ALCOHOL PREVENTION SERVICES FROM JANUARY 1, 2013
TO DECEMBER 31, 2013**

WHEREAS, the County of Gloucester has applied for and received grant funds through the New Jersey Governor's Council on Alcoholism and Drug Abuse; and

WHEREAS, pursuant to the program, the Alcoholism and Drug Abuse Services are to be provided through individual municipalities for the purposes of prevention, education and intervention within the communities; and

WHEREAS, the County has agreed to enter into an agreement with the Township of Deptford, for a total amount of \$22,044.00; Elk/Franklin Township, for a total amount of \$20,364.00; Mantua/Harrison Township, for a total amount of \$17,977.00; Monroe Township, for a total amount of \$23,460.00; Washington Township, for a total amount of \$31,880.00; and West Deptford Township, for a total amount of \$17,920.00, for the provision of Municipal Alliance Alcoholism and Drug Abuse Prevention Services; and

WHEREAS; the activities proposed within each agreement will be conducted in compliance with N.J.S.A. 26:2BB-5 and 6 and in accordance with the State and Federal statutes, as well as regulations and policies promulgated by either the State or Federal Government; and

WHEREAS, the County's Department of Health, Senior and Disability Services, Division of Disability Services reviews all data in the municipal agreements and certifies to the Board of Chosen Freeholders of the County that all municipal plan agreements are correct and contain an annualized action and spending plan; and

WHEREAS, the Purchasing Agent has certified the availability of funds for the Township of Deptford Agreement in the amount of \$22,044.00, pursuant to C.A.F.#13-00175, which amount shall be charged against budget line item G-02-13-385-331-20299; Elk/Franklin Township Agreement in the amount of \$20,364.00, pursuant to C.A.F.#13-00176, which amount shall be charged against budget line item G-02-13-385-331-20299; Mantua/Harrison Township Agreement in the amount of \$17,977.00, pursuant to C.A.F.#13-00174, which amount shall be charged against budget line item G-02-13-385-331-20299; Monroe Township Agreement in the amount of \$23,460.00, pursuant to C.A.F.#13-00172, which amount shall be charged against budget line item G-02-13-385-331-20299; Washington Township Agreement in the amount of \$31,880.00, pursuant to C.A.F.#13-00173, which amount shall be charged against budget line item G-02-13-385-331-20299; West Deptford Township Agreement in the amount of \$17,920.00, pursuant to C.A.F.#13-00177, which amount shall be charged against budget line item G-02-13-385-331-20299.

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 any and all documents necessary to effectuate Agreements between the County of Gloucester and Township of Deptford, for a total contract amount of \$22,044.00; Elk/Franklin Township, for a total contract amount of \$20,364.00; Mantua/Harrison Township, for a total contract amount of \$17,977.00; Monroe Township, for a total contract amount of \$23,460.00; Washington Township, for a total contract amount of \$31,880.00; and West Deptford, for a total contract amount of \$17,920.00, for the purposes set forth herein, for a one year period, from January 1, 2013 to December 31, 2013.

BE IT FURTHER RESOLVED, that the County's Department of Health, Senior and Disability Services, Division of Disability shall be responsible for monitoring the municipalities spending and expenditure reports according to the prevention plan.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on Wednesday, February 6, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

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AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Deptford** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period of January 1, 2013 to December 31, 2013 contingent upon full compliance with all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$22,044.00.

THIS AGREEMENT is made effective the _____ day of _____, 2013.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF DEPTFORD

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2013 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content, WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL. The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement. The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that must be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following: April 15, 2013 (1st quarter), July 15, 2013 (2nd quarter), October 15, 2013 (3rd quarter) and January 15th 2014, (4th quarter).

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
- a cost summary of grant and matching funds incurred by the GRANTEE; and
- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or sub-contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

DI

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, hereinafter referred to as the "COUNCIL" and on behalf of the **Townships of Elk/Franklin** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period of January 1, 2013 to December 31, 2013 contingent upon full compliance with all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$20,364.00.

THIS AGREEMENT is made effective the _____ day of _____, 2013.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIPS OF ELK/FRANKLIN

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2013 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content,

WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL. The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement. The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
 - B. Colleges and universities that are part of a state entity
 - C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year
- Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that must be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following: April 15, 2013 (1st quarter), July 15, 2013 (2nd quarter), October 15, 2013 (3rd quarter) and January 15th 2014, (4th quarter).

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
- a cost summary of grant and matching funds incurred by the GRANTEE; and
- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or sub-contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

DI

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Townships of Mantua/Harrison** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period of January 1, 2013 to December 31, 2013 contingent upon full compliance with all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$17,977.00.

THIS AGREEMENT is made effective the _____ day of _____, 2013.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIPS OF MANTUA/HARRISON

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2013 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content, WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

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The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

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Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

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For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
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| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
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GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following: April 15, 2013 (1st quarter), July 15, 2013 (2nd quarter), October 15, 2013 (3rd quarter) and January 15th 2014, (4th quarter).

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
- a cost summary of grant and matching funds incurred by the GRANTEE; and
- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or sub-contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statues and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

D1

AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, "hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Monroe** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period of January 1, 2013 to December 31, 2013 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$23,460.00.

THIS AGREEMENT is made effective the _____ day of _____, 2013.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF MONROE

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2013 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content, WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL. The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement. The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

- A. Hospitals subject to OME Circular A-110
- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

The applicable audit policy for the application of audit standards for specific recipients is as follows:

Governmental Recipients:

U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

- | | |
|------------------------------------|--------------------|
| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

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-cost summary of all expenses incurred by the GRANTEE during the reporting period; and

-a cost summary of grant and matching funds incurred by the GRANTEE; and

-all other pertinent fiscal information as may be required by the COUNCIL

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ATTACHMENT C

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1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or sub-contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

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AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, hereinafter referred to as the "COUNCIL" and on behalf of the **Township of Washington** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period of January 1, 2013 to December 31, 2013 contingent upon full compliance with all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$31,880.00.

THIS AGREEMENT is made effective the _____ day of _____, 2013.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF WASHINGTON

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2013 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content, WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
- be clearly denoted as an alcohol and drug prevention, education and/or education and/or public drug and alcohol awareness activity; and
- deliver a consistent "no use" message to those under legal age limits or other legal provisions indicated by the laws of the State of New Jersey.

PROGRAMMATIC REPORTING

Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

FISCAL REQUIREMENTS

The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

The GRANTEE, by signing this Letter of Agreement, accepts Fiscal responsibility that all funds issued by this document are used within the scope and context of N.J.S.A. 26:2BB-1 et seq., N.J.A.C. 17:40-1 et seq., and the approved County Alliance Plan by all subsequent GRANTEES.

The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

The GRANTEE realizes that all COUNCIL funding is contingent upon approval of the County Alliance Plan and all required periodic reports. Further, the GRANTEE realizes that continued program involvement by the State of New Jersey and the COUNCIL will be contingent on the availability of funds. The GRANTEE agrees to generate and expend the required 100% match (25% cash and 75% in-kind) for the period of this agreement as outlined in N.J.A.C. 17:40-1 et seq. The GRANTEE(s), who realize revenues from programs funded by this agreement may use those funds to satisfy current matching requirements or to enhance approve Alliance programs. This revenue shall be

reflected in the year end audit submission of the GRANTEE and in all Fiscal reports.

BUDGET CHANGES

Prior approval is required from the State Alliance Coordinator where cumulative transfers among direct cost categories, or if applicable, among separately budgeted programs, projects, functions or activities exceed or are expected to exceed \$500.00 of the current total approved Municipal Alliance Budget. Prior approval is also required for any item or cost not approved in the original approved Municipal Alliance Budget.

The legislative mandate against supplantation of Drug Enforcement Demand Reduction monies will be closely followed and strictly enforced by the COUNCIL.

The GRANTEE will not, under any circumstance, supplant (ie. The use of these funds for any pre-existing resources or services) monetary disbursement made by this agreement. Violations of this stipulation will render this agreement null and void. The COUNCIL reserves the right to forward information of violations to the Office of the Attorney General.

AUDIT REQUIREMENTS

Audit and Cost Principles

GRANTEE is responsible for obtaining audits in accordance with the N.J. Single Audit Policy as established by the N.J. Department of Treasury in OMB Circular Letter 87-11, unless specifically excluded by the following:

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- B. Colleges and universities that are part of a state entity
- C. GRANTEE (s) receiving less than \$25,000.00 of assistance in a fiscal year Exclusion from the Single Audit Policy will not relieve the GRANTEE of its audit responsibility. The organization will remain subject to audit requirements of the applicable OMB Circular Letter.

GRANTEE remains subject to examination by the COUNTY or the COUNCIL.

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U.S. Office of Management and Budget Circular A-128 and amendments.

Other Recipients:

Comply in principle with the requirements of OMB Circular A-128, although this document is not specific towards non-governmental agencies.

The GRANTEE is required to forward a copy of the annual audit to the COUNCIL within 180 days of the close of the entity's fiscal year.

For GRANTEE receiving funds the following Federal principles for determining allowable costs have been adopted by the COUNCIL.

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| A) Local Governments | OMB Circular A-87 |
| B) Educational Institutions | OMB Circular A-21 |
| C) Private nonprofit organizations | OMB Circular A-122 |

Other than:

1. institutions of higher education
2. hospitals
3. organizations named in OMB A-122 as not subject to that circular

D. For-profit organizations

Other than;

1. hospitals
2. organizations named in OMB A-122 as not subject to that circular.

GRANTS

The cost principles applicable to a GRANTEE under a grant to the County will not necessarily be the same as those applicable to the County. For example, where the County awards a grant to a private non-profit organization, OMB Circular 122 would apply to

the costs incurred by the non-profit organization, even though OMB Circular A-87 would apply to the county.

FINANCIAL STATUS REPORTING

Funds will be issued under this Letter of Agreement on a cost reimbursement basis. The method of disbursement will be by Gloucester County Purchase Order. The requirements for the issuance of funds will be the **TIMELY SUBMISSION** of the required report of grant expenditures with **PROPER DOCUMENTATION**.

This Report will include all relevant data on the progress of, and adherence to the County Alliance Plan by GRANTEE. The Format that must be used by the GRANTEE in this reporting will be issued to the County by the Council Fiscal Officer. All expenditure reports shall be forwarded no later than **15 days** after the close of the reporting period due.

Quarterly reports are due in the County office no later than the following: April 15, 2013 (1st quarter), July 15, 2013 (2nd quarter), October 15, 2013 (3rd quarter) and January 15th 2014, (4th quarter).

REPORT OF GRANT EXPENDITURES

Specific instructions are provided to describe the manner in which the report is to be completed. The purpose of this report is to compare actual expenditures with the pre-approved budget.

- A. Final reports shall be due forty-five days after the expiration or termination of the LOA.
- B. Failure to provide the required reports in the prescribed time frame constitutes grounds for withholding future payments. All expenditure reports must be signed by the GRANTEE financial officer, or by a designated individual in the organization for which authorization has been forwarded to the County. Failure to submit reports when due will constitute grounds for non-compliance with award terms and conditions.

The Expenditure report shall include:

- cost summary of all expenses incurred by the GRANTEE during the reporting period; and
- a cost summary of grant and matching funds incurred by the GRANTEE; and
- all other pertinent fiscal information as may be required by the COUNCIL

The financial status report and the programmatic report will be reviewed to determine the reason and qualitative use of funds, as outlined in the approved County Alliance Plan.

ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

The GRANTEE will ensure that funds dispersed through this Letter of Agreement are not used for partisan political activity, or similar activity by any person or organization making use of these programs and/or funds.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTORS adhere to all Federal and State guidelines for a Drug Free Workplace.

The SUB-CONTRACTORS will, and will ensure that all subsequent SUB-CONTRACTORS, participate and cooperate with the COUNTY and COUNCIL for scheduled site visits. The GRANTEE will, when issuing statements, press releases, request for proposals, bid solicitations, and other documents describing projects or programs funded through the Alliance in whole or part, the GRANTEE should clearly state:

1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or sub-contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

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AGREEMENT

THIS AGREEMENT between the **County of Gloucester**, hereinafter referred to as the "COUNTY", acting as the grant administrator for the Governor's Council on Alcoholism and Drug Abuse, hereinafter referred to as the "COUNCIL" and on behalf of the **Township of West Deptford** for the participation of the Alliance to Prevent Alcoholism and Drug Abuse, here after referred to as the "GRANTEE".

The undersigned accepts this agreement and attachments A-G annexed hereto be the Terms and Conditions of Grant participation in the Alliance to Prevent Alcoholism and Drug Abuse. This Agreement will remain valid for the period of January 1, 2013 to December 31, 2013 contingent upon full compliance will all the Terms and Conditions.

If, through any cause within its control, the GRANTEE shall fail to fulfill in a timely and professional manner the obligations under this Agreement, or if the GRANTEE should violate any of its covenants, provisions or stipulations of this Agreement, the county will have the right to terminate this Agreement by written notice to the GRANTEE and specifying the effective date thereof, at last thirty (30) days prior to the termination date.

Funds issued by the COUNTY to the GRANTEE under this Agreement shall not exceed the amount of \$17,920.00.

THIS AGREEMENT is made effective the _____ day of _____, 2013.

IN WITNESS WHEREOF, the COUNTY and the GRANTEE have executed this Agreement on the day and year first written above.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DILELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

TOWNSHIP OF WEST DEPTFORD

By:
Title:

ATTACHMENT A

PROGRAMATIC REQUIREMENTS

Alliance Programs under the control of the GRANTEE, which make use of funds, issued by this Letter of Agreement will adhere to the scope and purpose of the Governor's Council on Alcoholism and Drug Abuse as outlined in N.J.S.A. 26:2BB-1 et seq. And N.J.A.C. 17:40-1 et seq.

Further, the GRANTEE accepts responsibility of ensuring that programs adhere to those originally outlined by the GRANTEE in the approved 2013 County Alliance Plan.

Variations from the County Alliance Plan with respect to programmatic content, WITHOUT APPROVAL will make liable the termination of this Agreement.

Changes in programmatic content must be received by the COUNCIL in writing and receive authorization from the State Alliance Coordinator or designee prior to initiation.

In addition, the COUNTY will ensure that any Municipality receiving funds as a GRANTEE derived from this Agreement must:

- demonstrate coordination with the County Office on Alcoholism and Drug Abuse; and
- identify and impact some aspect of the biopsychosocial model; and
- incorporate broad based, community efforts; and
- illustrate a broad base of service as determined by local needs; and
- be used for school or community based prevention, efforts, early intervention services and/or education, support for outreach efforts; and
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Programmatic reports will include all relevant data on the progress of and adherence to the County Alliance Plan by the GRANTEE. The Format that **must** be used by the GRANTEE in this reporting will be issued by the County or State Alliance Coordinator. GRANTEE monitoring is to be a staff function of the COUNTY. The focus of this monitoring will be the GRANTEE fidelity to the County Alliance Plan with regards to both Fiscal and Programmatic areas.

Programmatic reports shall be forwarded in a timely fashion and must be accompanied by the Fiscal Report to the County. The GRANTEE shall have the option to report on a quarterly basis. Once the reporting basis is selected, the grantee will be required to submit both the Programmatic and Fiscal reports in the same manner. The final report will be a year long summary of financial activities. Payments may be withheld pending receipt/approval of fiscal program reports.

ATTACHMENT B

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The GRANTEE (s) shall save and hold harmless the State of New Jersey, Council and the County of Gloucester, its officers, agent representatives, successors, and assigns and from any and all suits, or action of every nature and kind which may be brought for or on account of any injury, death, or damage arising or growing out of the acts of omission of the GRANTEE, their officers, or employees under this agreement.

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The COUNTY is required to ensure that all GRANTEE (s) maintain expense and cash status information. The GRANTEE agrees that all funds awarded through this Letter of Agreement should be expended during the agreement period. Moneys carried forward must have the written authorization of the Executive Director of the COUNCIL.

The GRANTEE (s) may incur costs only during the term of the Agreement. Funds obligated, but not disbursed as of the termination or expiration of this Agreement shall be paid within ninety (90) days following the termination or expiration of this agreement.

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ATTACHMENT C

OTHER COMPLIANCE REQUIREMENTS

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The GRANTEE will, and will ensure that all subsequent SUB-CONTRACTOR (s) adhere to the following statement:

“No person shall, on the grounds of race, color, national origin, age, sex, religion or handicap be excluded from participation in or be subjected to discrimination in any program or activity funded, in whole or in part, by State of New Jersey funds.”

The GRANTEE will, and will ensure all subsequent SUB-CONTRACTORS, conduct all meetings open to the public as indicated in N.J.A.C. 17:40 et seq.

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1. The percentage of the total costs of the program which will be financed with Alliance funds.
2. The dollar amount of Alliance funds for the project or program; and
3. The percentage and dollar amount of the total cost of the project or program that will be financed by non-governmental sources.

ATTACHMENT D

P.L. 1975, C.127 (N.J.A.C. 17:27)

MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or sub-contractor, where applicable, will not discriminate against any employee or applicant for employment marital status, sex or handicap. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex handicap or affectional or sexual orientation. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or other forms of compensation: selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or sub-contractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, handicap or affectional or sexual orientation.

The contractor or sub-contractor, where applicable, will send to each labor union or representative or workers with which it has a collective bargaining agreement or other contract for understanding, a notice to be provided by the agency contracting officer advising the labor union or workers, representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

The contractor or sub-contractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, handicap, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

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

The contractor or sub-contractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, handicap, or affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

ATTACHMENT E

GENERAL CONDITIONS OF FUNDING

Any materials developed for distribution, publication or advertisement using DEDR funds shall contain a statement acknowledging the Governor's Council on Alcoholism and Drug Abuse as the source. All such materials, wherever possible, shall have affixed or imprinted the official GCADA Logo.

ALLOWABLE COSTS WITH PRIOR WRITTEN APPROVAL

1. USE OF OUT OF AREA SERVICES – when considering sources for programmatic expenditure, services within the municipality are to be used first, services within the county second, and services within the state third. All attempts are to be made to use the most local resources. Out of county or state resources are unacceptable without written exception from the Governor's Council on Alcoholism and Drug Abuse.

Resources for training are expected to be found in the Municipality or in the County of Contract origination. In the event these resources are unavailable in the Municipality or County then neighboring counties could be used if approved by the State Alliance Staff. Out of state resources will not be approved for Alliance expenditure.

2. EQUIPMENT – is an article of tangible personal property that has a useful life of more than two years and an acquisition cost of \$500.00 or more. Purchases are to be made for the sole purpose of the support and performance of programmatic activities.

ATTACHMENT F
Instructions for completing Reporting of Grant Activity

DEFINITIONS – RE: REPORT OF GRANT ACTIVITY

Reporting Agency and Address – Enter the name of the county and complete mailing address including zip code.

- A. Reporting Period – Enter the month, day and year of the beginning and ending dates for which this report is prepared.
- B. Budget Period – Refer to the Letter of Agreement or latest Modification for this information. The budget period is the period of time for which a project is funded.
- C. Report Number – Reports should be numbered consecutively within the budget period.
- D. Revision of Report Number – Complete this section only if a revised report of sub-grant activity is being submitted.
- E. Final Report – Indicate on this line if the final report of sub-grant activity is being submitted. Final reports are due no later than sixty (60) days after the completion of the budget period.
- F. Name of Participating Municipality – Enter the name of the city, township or other organization that has been awarded funding. Where there is a consortium of two or more Municipalities, indicate the name of the local Agency who will be responsible for the accounting of funding.
- G. Amount Awarded – The amount awarded to each municipality as reflected in the approved county plan.
- H. Funding Disbursed – Is that amount of alliance funding (DEDR) paid to each participating approved municipality. Cash disbursements made can include advance payment, regular installment and/or the reimbursement of expenditures.
- I. Period Expenditures – Enter the total expenditures which relates to the reporting period. This category reflects the expenditure of Alliance Funds (DEDR), Cash Matching Funds and In-Kind match required. Expenditures are defined as the allowable costs associated with approved alliance services provided.
- J. Cumulative Expenditures – Enter the cumulative expenditures from the beginning of the budget period to the end of the reporting period. These figures should be computed by adding the current reporting period expenditures to the prior cumulative expenditures,
- K. Certification – Complete the certification before submitting the report. An unsigned report is unacceptable and will be returned for signature before any future funding will be authorized.

ATTACHMENT G

“Hold Harmless” – The Municipality does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgements arising from or growing out of any injuries, loss or damage sustained by any person or corporations, including employees of the Municipality and property of the Municipality under this Agreement.

Grantee shall maintain general liability, automobile liability, and Workers Insurance in amounts of coverage satisfactory to the County and which shall be in compliance with any applicable requirements of the State of New Jersey. Grantee shall deliver certifications of said Insurance to County.

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

DI

Certificate of Availability of Funds

TREASURER'S NO. 13-00175

DATE 1/14/13

BUDGET NUMBER - CURRENT YR _____ B _____
G-02-13-386-331-20299

DEPARTMENT Disability Services

AMOUNT OF CERTIFICATION 22,044.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION:

Agreement with the Township of
Deptford Alcoholism and Drug Abuse for the
year ending December 31, 2013.

VENDOR: Deptford Township

ADDRESS: 1011 Cooper ST
Deptford NJ 08096

[Signature] 1/14/2013
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

WTA
2/10

DATE PROCESSED 1-15-13

DI

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

Certificate of Availability of Funds

TREASURER'S NO. 13-00176

DATE 1/14/13

BUDGET NUMBER - CURRENT YR _____ B _____
G-02-13-386-331-20299

DEPARTMENT Disability Services

AMOUNT OF CERTIFICATION 20,346.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION: _____ with the Letter of Agreement with the Township of _____
_____ Alcoholism and Drug Abuse for the _____
_____ Month of _____, 2013.

VENDOR: FRANKLIN Township

ADDRESS: 1571 Delsea DR.
FRANKLINville NJ 08322

[Signature] 1/14/2013
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 1-15-13

MTG
2/6

DL

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

Certificate of Availability of Funds

TREASURER'S NO. 13-00174

DATE 11/14/13

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT Disability Services
G-02-13-386-331-20299

AMOUNT OF CERTIFICATION \$17,977.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION: _____ with the Letter of Agreement with the Township of _____
_____ Alcoholism and Drug Abuse for the _____
_____ December 31, 2013.

VENDOR: Township of Mantua

ADDRESS: 401 MAIN ST
MANTUA NJ 08051

[Signature] 11/14/2013
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 1-15-13

MTD
2/6

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

D1

Certificate of Availability of Funds

TREASURER'S NO. 13-00172

DATE 1/14/13

BUDGET NUMBER - CURRENT YR _____ B _____
G-02-13-386-331-20299

DEPARTMENT Disability services

AMOUNT OF CERTIFICATION 23,460.00 COUNTY _____

UNSEL Thomas Campo

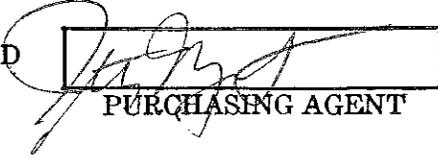
DESCRIPTION:

_____ ment with the Township of _____
_____ vent Alcoholism and Drug Abuse for the
_____ and terminating December 31, 2013.

VENDOR: Monroe Twp.

ADDRESS: 125 Virginia Ave
Williamstown NJ 08094

Leon Nadee 1/14/13
DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 1-15-13

MTG
2/6

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

D1

Certificate of Availability of Funds

TREASURER'S NO. 13-00173

DATE 1/14/13

BUDGET NUMBER - CURRENT YR _____ B _____
G-02-13-386-331-20299

DEPARTMENT Disability Services

AMOUNT OF CERTIFICATION 31,880.00

COUNTY COUNSEL Thomas Campo

DESCRIPTION:

ement with the Township of
Alcoholism and Drug Abuse for
ember 31, 2013.

VENDOR: Washington Township
ATT: MARY L. BRESLIN

ADDRESS: P.O. BOX 1106
Turnersville NJ 08012

[Signature] 1/14/2013
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]
PURCHASING AGENT

RETURNED TO DEPARTMENT
 NOT APPROVED

DATE PROCESSED 1-15-13

MTG
2/6

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

DI

Certificate of Availability of Funds

TREASURER'S NO. 13-00177

DATE 1/14/13

BUDGET NUMBER - CURRENT YR _____ B _____ DEPARTMENT DIVISION OF
G-02-13-386-331-20299 DISABILITY SERVICES

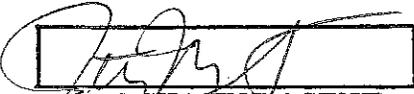
AMOUNT OF CERTIFICATION 17,920.00 COUNTY COUNSEL Thomas Campo

DESCRIPTION: Services provided in accordance with the Letter of Agreement with the Township of West Deptford for the provision of Municipal Alliance Services to prevent Alcoholism and Drug Abuse for the term of one (1) year beginning January 1, 2013 and terminating December 31, 2013.

VENDOR: West Deptford Township

ADDRESS: 400 Crown Point Rd
P.O. Box 89
West Deptford N.J. 08086-0089

Laura Nole 1/14/2013
DEPARTMENT HEAD APPROVAL

APPROVED 
PURCHASING AGENT

RETURNED TO DEPARTMENT
NOT APPROVED

DATE PROCESSED 1-13-13

MTG
2/16

DA

RESOLUTION AUTHORIZING CONTRACTS WITH THE FOLLOWING ENTITIES FROM JANUARY 1, 2013 TO DECEMBER 31, 2013:

<u>ENTITY</u>	<u>MAXIMUM CONTRACT AMOUNT</u>
GLASSBORO HOUSING AUTHORITY	\$57,200.00;
VISITING NURSE AND HOSPICE SERVICES, INC.	\$70,100.00;
GUARDIAN PROGRAMS	\$28,700.00;
SOUTH JERSEY LEGAL SERVICES, INC.	\$11,040.00;
BOROUGH OF GLASSBORO	\$118,200.00;
GLOUCESTER COUNTY COLLEGE (2 CONTRACTS)	\$12,940.00;

WHEREAS, the County of Gloucester (hereinafter the "County") has determined that it is necessary and appropriate to provide various services by appointment for seniors in the County age sixty (60) or older to address various needs of the senior population in the County and by Resolution dated June 27, 2001, the County's Board of Chosen Freeholders authorized the use of competitive contracting in order to solicit proposals for various programs for seniors; and

WHEREAS, the County requested proposals from interested providers through Request for Proposals for Area Plan Contracts and PEER grouping consistent with the terms and provisions of N.J.S.A. 40A:11-4.1A, and N.J.A.C. 5:34-4.1; and

WHEREAS, the County's Purchasing Director has consistent with the applicable statutes prepared a Report dated August 16, 2012, and delivered that report to the County's Board of Chosen Freeholders (hereinafter the "Report"); and

WHEREAS, the Report describes the analysis of the proposals received from the agencies and/or entities that submitted same, and recommends the awards of contracts as follows:

- **Glassboro Housing Authority** for the provision of the Housekeeping for GHA Residents Program (#036) so that housekeeping and chore services are available to the senior population within the County for a minimum contract amount of zero and a maximum contract amount of \$57,200.00 (Grant Funds: \$57,100.00 (III B); Estimated Client Donation: \$100.00).
- **Visiting Nurse and Hospice Services, Inc.** to provide skilled nursing services through the Certified Home Health Aide Program (#072) for a minimum contract amount of zero and a maximum contract amount of \$70,100.00 (Grant Funds: \$56,000 (SSBG); Local Private Match: \$14,000; Estimated Client Donations: \$100.00).
- **Guardian Programs** to provide an Adult Day Care Program (#006) for seniors for a minimum contract amount of zero and a maximum contract amount of \$28,700.00 (Grant Funds: \$26,000 (III B); Local Private Match: \$2,600; Estimated Client Donations: \$100.00).
- **South Jersey Legal Services, Inc.** to provide a Legal Services Program (#004) for seniors for a minimum contract amount of zero and a maximum contract amount of \$11,040.00 (Grant Funds: \$9,500 (III B); Local Private Match: \$1,440; Estimated Client Donations: \$100.00).
- **Borough of Glassboro** to provide a Municipal Centers Program (#021) for seniors for a minimum contract amount of zero and a maximum contract amount of \$118,200.00 (Grant Funds: \$14,400 (III B); Local Public Match: \$103,700; Estimated Client Donations: \$100.00).
- **Gloucester County College** for the provision of the Friendly Visitor Focusing on Reading and Writing Program (#081) for a minimum contract amount of zero and a maximum contract amount of \$5,620.00 (Grant Funds: \$2,500 (III B); Local Public Match: \$3,020; Estimated Client Donations: \$100.00).
- **Gloucester County College** for the provision of the Assistance to RSVP Senior Corps/Community Service Corps (#034) for a minimum contract amount of zero and a maximum contract amount of \$7,320.00 (Grant Funds: \$4,300 (III B); Local Public Match: \$2,920; Estimated Client Donations: \$100.00).

WHEREAS, the Contracts shall be for the period commencing January 1, 2013 and concluding December 31, 2013, and shall be contingent upon grant funding under the Area Plan Grant awarded by the State of New Jersey Department of Human Services Division of Aging Services for the year 2013; and

WHEREAS, the Contracts shall be for estimated units of service and are open-ended; which does not obligate the County to make any purchases; and, therefore, no Certificate of Availability of Funds are required at this time.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board of Chosen Freeholders and the Clerk of the Board of Chosen Freeholders, be, and are hereby authorized to execute contracts for the period commencing January 1, 2013 and concluding December 31, 2013, with each of the following entities as follows:

- **Glassboro Housing Authority** for the provision of the Housekeeping for GHA Residents Program (#036) so that housekeeping and chore services are available to the senior population within the County for a minimum contract amount of zero and a maximum contract amount of \$57,200.00 (Grant Funds: \$57,100.00 (III B); Estimated Client Donation: \$100.00).
- **Visiting Nurse and Hospice Services, Inc.** to provide skilled nursing services through the Certified Home Health Aide Program (#072) for a minimum contract amount of zero and a maximum contract amount of \$70,100.00 (Grant Funds: \$56,000 (SSBG); Local Private Match: \$14,000; Estimated Client Donations: \$100.00).
- **Guardian Programs** to provide an Adult Day Care Program (#006) for seniors for a minimum contract amount of zero and a maximum contract amount of \$28,700.00 (Grant Funds: \$26,000 (III B); Local Private Match: \$2,600; Estimated Client Donations: \$100.00).
- **South Jersey Legal Services, Inc.** to provide a Legal Services Program (#004) for seniors for a minimum contract amount of zero and a maximum contract amount of \$11,040.00 (Grant Funds: \$9,500 (III B); Local Private Match: \$1,440; Estimated Client Donations: \$100.00).
- **Borough of Glassboro** to provide a Municipal Centers Program (#021) for seniors for a minimum contract amount of zero and a maximum contract amount of \$118,200.00 (Grant Funds: \$14,400 (III B); Local Public Match: \$103,700; Estimated Client Donations: \$100.00).
- **Gloucester County College** for the provision of the Friendly Visitor Focusing on Reading and Writing Program (#081) for a minimum contract amount of zero and a maximum contract amount of \$5,620.00 (Grant Funds: \$2,500 (III B); Local Public Match: \$3,020; Estimated Client Donations: \$100.00).
- **Gloucester County College** for the provision of the Assistance to RSVP Senior Corps/Community Service Corps (#034) for a minimum contract amount of zero and a maximum contract amount of \$7,320.00 (Grant Funds: \$4,300 (III B); Local Public Match: \$2,920; Estimated Client Donations: \$100.00); and

BE IT FURTHER RESOLVED, that the Clerk of the Board shall publish a notice in the official newspaper summarizing the award of the contracts which summary shall include, but not be limited to, the nature, duration and amount of the contract, the name of the service provider, and a statement that the resolution and contract are on file and available for public inspection in the Office of the Clerk of the Board; and

BE IT FURTHER RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the contract authorized by this Resolution provided that the contract in final form is in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 6, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

D2

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 036 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT GHA HOME SUPPORT

GRANTEE Glassboro Housing Authority

737 Lincoln Boulevard

Glassboro, NJ 08028

GRANT AGREEMENT PAGES 1 THROUGH 18

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

INDEX TO PROVISION

GENERAL PROVISIONS OF GRANT AGREEMENT

1. Term of Agreement
2. Compliance
3. Other Funds
4. Scope of Services
5. Compensations
6. Method of Payment
7. Books & Records
8. Reports and Submissions
9. Travel Expenses
10. Personal Property
11. Unexpended Fund Balances
12. Changes
13. Assignability
14. Discrimination Prohibited
15. Availability of Funds
16. Termination
17. Insurance

SUPPLEMENTARY PROVISIONS

18.thru 22

ASSURANCES FEDERAL REGISTER QUOTES

ATTACHMENTS: I- Gloucester County Administrative Code to Mandate Minimum Hourly Rates of Pay, And Health Care Benefits For Certain Non-County Employees

A - Scope of Services

B - Approved Budget

C - Method of Payment and Reporting Requirements
Monitoring Schedule and Limitations of Contract

WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD.

FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.”

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.”

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT " C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT

THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, N.J.S.A. 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE GLASSBORO HOUSING AUTHORITY SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED AOA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AOA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S

LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL AND STATE FUNDING FOR THE AREA PLAN.
22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GLASSBORO HOUSING AUTHORITY FOR THE EVENT OF THE G.H.A HOME SUPPORT PROGRAM FOR SENIORS ON JANUARY 1, 2013 UNTIL DECEMBER 31, 2013

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDED OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM 0TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.

2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.

4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED

ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA.
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 036

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended April 21, 2010).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$10.87 per hour.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$2.72 per hour.

A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement. These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 036

SCOPE OF SERVICES

GHA Home Support will provide services to preserve and strengthen the daily life of senior citizens who reside in Glassboro Housing Authority Developments. A large number of these residents are low income, minority, frail and/or disabled. Many are chronically ill, physically handicapped, emotionally disturbed, and temporarily incapacitated.

Services will be provided Monday through Friday, 8:30 a.m. to 4:30 p.m. and after hours on an emergency basis by the Social Services Department. The Service Coordinator (Tenant Relations Assistant) and two (2) Home Service Workers will provide care management and housekeeping services.

Service delivery will include supplementary care by taking over some of the general household management duties as the situation necessitates, such as meal preparation, shopping, laundry, light cleaning, and coordination of health services. Housekeeping services will be provided in a manner to ensure that the primary management responsibility for the home remains with the individual being served. A care plan will be developed, implemented, and monitored and the extent of the level of care determined as minimal, moderate or extensive based on the assessment conducted for each client.

The staff will link tenants with the resources available in the County and State in order to maintain and improve their health and well being. Interpreters are obtained from Rowan College and the Farm Workers Association when needed. Social service field officers are located at each site making transportation unnecessary. The program workers make regularly scheduled home visits to serve clients and to update assessments.

A combination of evaluation methods will be used to assess program objectives including:

- Statistical charts, showing number of persons serviced in each stated service components.
- Individual client case records provide progress information.
- Written questionnaires and in-person interviews will be conducted.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 036
SCOPE OF SERVICES**

GRANTEE: Glassboro Housing Authority

PROJECT TITLE: GHA HOME SUPPORT

POPULATION TO BE SERVED: Residents of one of the Glassboro Housing Authority public housing developments age 60 years or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider.

SERVICE AREA: Glassboro Housing Authority public housing developments in Gloucester County

OBJECTIVE: To provide Housekeeping & Home Support services to preserve and strengthen the daily life of senior citizens who reside in Glassboro Housing Authority Developments.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 212

Housekeeping -A service provided by a volunteer or paid staff person for routine basic upkeep and management of homes, for the purpose of enabling older persons to maintain themselves in their place of residence by removing housekeeping barriers. Determining that services are needed due to the fact that there is no family member or other responsible informal caregiver available or capable of providing such services. Service Unit - each hour

AMOUNT: \$ 57,200

UNITS OF SERVICE: 2500 (unit= hour)

CLIENT COUNT: 90

UNIT COST PER HOUR: 22.88

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 036

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE OR FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER THE AREA PLAN, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS WILL SUBMIT A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 036 CONSISTS OF 18 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Glassboro Housing Authority

737 Lincoln Blvd

Glassboro, NJ 08028

BY: _____ Date _____

(Name)

(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT made on this _____ day of _____, _____.

D2

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 072 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT **VNHS ASSISTANCE FOR INDEPENDENT LIVING**

GRANTEE Visiting Nurse & Hospice Services, Inc.

Creek Crossing Executive Campus

204 Creek Crossing Blvd

Hainesport, NJ 08036

GRANT AGREEMENT PAGES 1 THROUGH 19

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.”

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.”

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT " C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS

OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS

AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, N.J.S.A. 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, VISITING HOMEMAKER AND HEALTH SERVICES INC. SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE

COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED AOA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AOA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT

CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL AND STATE FUNDING FOR THE AREA PLAN.
22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO VISITING NURSE AND HOSPICE SERVICES INC. FOR THE EVENT OF THE V.H.H.S ASSISTANCE FOR INDEPENDENT LIVING PROGRAM FOR SENIORS ON JANUARY 1, 2013 UNTIL DECEMBER 31, 2013.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.

2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.

4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA.
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 072

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended April 21, 2010).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$10.87 per hour.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$2.72 per hour.

A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 072

SCOPE OF SERVICES

VNHS Assistance for Independent Living Program will provide service to the frail/disabled elderly population in need of protection in order to prevent inappropriate institutionalization, abuse and neglect. Services of a certified home health aide are provided to clients who require skilled care under the direction of a nurse for medical problems not reimbursed through Medicare/Medicaid or other supplemental insurance (e.g. changing colostomy). Program services are available on both a planned and an emergency basis. The home health aid program provides personal care to include bathing, meal preparation, assistance with diets, assisting with bed mobility and ambulating, and assisting with self-administered medication. Also provides for the performance of light household tasks related to health maintenance services. The inability to perform these tasks frequently force the elderly to seek institutionalized care. This long-term care program will provide each client with approximately 2 hours of service, 2 times each week.

A professional nurse or social worker, as the case manager, conducts a telephone interview with individuals requesting service. The services available are explained and the client's needs are briefly discussed. If the caller wishes to pursue the service, a visit by the professional case manager is arranged. There is no direct charge to the client for this assessment visit. During the home visit the case manager determines eligibility and develops a plan of care in cooperation with the client and family.

It is the policy of the Agency to employ only home health aides who are Certified by the NJ Board of Nursing and have satisfactorily completed a competency skills test.

As a licensed Home Health Agency, tools for evaluating agency and staff performance, staff and services provided by outside agencies and patient satisfaction are already available. Evaluating the effectiveness of the program is accomplished by periodic reviews of the program goals in conjunction with input from statistics, quality assurance reviews by staff and the Professional Advisory Committee, patient surveys, site visits by administrative staff and on-going communication with provider agencies.

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 072

SCOPE OF SERVICES

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 072

SCOPE OF SERVICES

GRANTEE: Visiting Nurse & Hospice Services, Inc.

PROJECT TITLE: VNHS ASSIST. FOR INDEPENDENT LIVING

POPULATION TO BE SERVED: Residents of the county who are 60 years or older who are ill or infirm and are not covered by Medicare, Medicaid or supplemental insurance. A concerted effort will be made to target the low income minority population in at least the same proportion of older individuals of the area served by the provider

30 clients frail/disabled	(100% of 30)
20 clients low income	(90% of 30)
10 clients minority	(33% of 30)

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:
To provide services of personal care to include bathing, meal preparation, assistance with diets, assisting with bed mobility and ambulating, and assisting with self-administered medication as well as light housekeeping support to permit frail/disabled senior citizens to maintain their highest level of functioning and prevent inappropriate or premature institutionalization.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 213

General support by certified and professionally supervised home health aides to maintain, strengthen and safeguard the functioning of older individuals and families in their own homes during periods of illness or severe instability.

AMOUNT: \$ 70,100

UNITS OF SERVICE: 3,300 (UNIT= HOUR)

CLIENT COUNT: 30

UNIT COST: \$ 21.24

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 072

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	70,100	-0-	70,100
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	70,100	-0-	70,100
<u>LESS:</u>			
		Client Income	100
		USDA	-0-
		NET BUDGETED	\$ 70,000
		COST	

SSBG	\$ 56,000	75%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Private	\$14,000	25%
Other	-0-	-0-%
Client Income	\$100.	-0-%
TOTAL	\$ 70,100	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 072

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE OR FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER THE AREA PLAN, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS WILL SUBMIT A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 072 CONSISTS OF 19 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Visiting Nurse & Hospice Services, Inc.
Creek Crossing Executive Campus
204 Creek Crossing Blvd.
Hainesport, NJ 08036

BY: _____ Date _____
(Name)

(Title)

GRANTOR:
COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT is dated this _____ day of _____, _____.

Da

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 006 DATE: 1/1/2013

APPROPRIATION CODE _____

PROJECT ADULT DAY CARE

GRANTEE Guardian Programs Adult Medical Day Care

531 Ellis Avenue

Glassboro, NJ 08028

GRANT AGREEMENT PAGES 1 THROUGH 18

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

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**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT: ADULT DAY CARE

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2013, BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"
AND:

GRANTEE Guardian Programs Adult Medical Day Care
531 Ellis Avenue
Glassboro, N.J. 08028

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2013 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2013.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES

WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD.

FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. INCLUDING NAPIS AND SAMS REPORTING THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT "C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY

THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DEPARTMENT ON AGING.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, GUARDIAN PROGRAMS, ADULT MEDICAL DAY CARE SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED AOA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AOA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S

LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO GUARDIAN PROGRAMS, ADULT MEDICAL DAY CARE, FOR THE EVENT OF THE ADULT DAY CARE PROGRAM FOR SENIORS ON JANUARY 1, 2013 UNTIL DECEMBER 31, 2013.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDED OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 006

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended April 21, 2010).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$10.87 per hour.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section" Currently \$2.72 per hour.

A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 006

SCOPE OF SERVICES

Medical Day Care includes transportation, nursing care, social services, meals, snacks, and appropriate activities. The program is designed to prevent and/or postpone premature institutionalization while allowing the participants to remain in the community. The program is concerned with the fulfillment of the health needs of the participants who can benefit from a health services alternative to total institutionalization. Medical day care is a program of medically supervised, health related services provided in an ambulatory care setting to persons who are non-residents to the facility, and who, due to their physical and/or mental impairment, need health maintenance and restorative services supportive to their community living. The program also provides the caregiver a much needed respite from the stresses of continuous care.

The program will make available medical day care services for those people who cannot meet Medicaid requirements, waiver programs, or a private pay schedule. The total number of client days may be expanded where the client can make a partial contribution to the day care fee. Most of the clients served are below poverty level so client donations would be the exception.

The agency is in contact with other agencies serving the county, receives a large percentage of clients through referrals, and where appropriate refers clients to needed services of other agencies.

The grantee will reach the low-income and minority target populations by networking with other social service providers, through referrals from the Outreach Program, and by advertising in locations that are convenient and easily accessed by the target populations. All clients will be from the frail or disabled target population mainly referred by doctors, hospitals or other medical sources.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 006

SCOPE OF SERVICES

GRANTEE: Guardian Programs Adult Medical Day Care

PROJECT TITLE: Adult Day Care

POPULATION TO BE SERVED: Residents of the county who are 60 years of age or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider

- 9 clients low income minority (50% of 18)
- 18 clients frail/disabled (100% of 18)

SERVICE AREA: All of Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:
To provide Adult Day Care for approximately 18 clients needing such service. If the grant is not awarded the clients will continue to be served. Grant funding only pays for the cost involved with the care the client receives while at the center, with 100% going to client need.

SERVICE DEFINITION: Direct care and supervision for a portion of a day, provided through a structured program of social, rehabilitative, and/or maintenance services in a suitable facility, for physically or mentally impaired older persons who are not capable of full time independent living. **SERVICE TAXONOMY:** 322

AMOUNT: \$28,700.

UNITS OF SERVICE: 2600 (unit = hour)

CLIENT COUNT: 18 clients

UNIT COST: \$ 11.00/hour (\$66/day) this would break down to grant funding of \$60.00 a day with matching funds \$2,600.00, or grant funds of \$10.00 per hour with matching funds of \$1.00 per hour, based on a 6 hours each day, not including transportation time.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 006

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	28,700.	-0-	28,700.
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	28,700.	-0-	28,700.
LESS:		Client Income	100
		USDA	-0-
		NET BUDGETED COST	\$28,600.

III B	\$26,000.	90%
State HDM Share	-0-	-0-%
Local Private	\$2,600.	10%
Client Income	\$100	0%
TOTAL	\$ 28,700.	100%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 006

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.

2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;

 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND

 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.

4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.

5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA.
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE

FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 006 CONSISTS OF 18 PAGES NUMBERED
CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Guardian Programs Adult Medical Day Care
531 Ellis Avenue
Glassboro, NJ 08028

BY: _____ Date _____
(Name)

(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____
NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST: _____
CLERK OF THE BOARD

THIS AGREEMENT is dated this _____ day of _____, _____.

DA

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

GRANT AGREEMENT NUMBER 004 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT LEGAL SERVICES

GRANTEE South Jersey Legal Services Inc.

745 Market Street

Camden, NJ 080102

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COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GRANT AGREEMENT

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WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD.

FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT "C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY

THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THIS CONTRACT MAY BE TERMINATED AS FOLLOWS:
(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY

PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

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

The County may terminate this Contract any time, without cause and for convenience, by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

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

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

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, SOUTH JERSEY LEGAL SERVICES INC. SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

**SUPPLEMENTARY PROVISIONS
(PROVISIONS NUMBERED 18 AND FOLLOWING)**

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED A_oA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT A_oA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO SOUTH JERSEY LEGAL SERVICES INC. FOR THE EVENT OF A LEGAL SERVICES PROGRAM FOR SENIORS ON JANUARY 1, 2013 UNTIL DECEMBER 31, 2013.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE

WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.
5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY,

AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.

6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA.
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT I, LIVING WAGE AGREEMENT, GRANT NUMBER 004

The County of Gloucester has implemented a "Living Wage" Resolution to be utilized in all Gloucester County Contracts. This was enacted under the Gloucester County Administrative Code, Article, PUR-4, Purchasing Procedures. (Dated August 1, 2001, Amended April 21, 2010).

Therefore, all employees assigned to work performed to contracts on behalf of the County of Gloucester shall be paid at an hourly rate of compensation as set forth in the Administrative Code provision continue to be required to assure that successful bidders receiving contracts awarded by the County of Gloucester attract and provide the highest quality workers available, ensuring quality workmanship and services, designed to result in County work being completed in a timely and appropriate fashion, with fewer worker injuries and work stoppages, all to the benefit of the County operations specifically and the residents of the County of Gloucester generally. All employees shall be paid at an hourly rate of compensation which shall be not less than one and one half times the State of New Jersey minimum wage; currently \$10.87 per hour.

In lieu of providing health and hospital insurance coverage to employees assigned to perform work as described above, the contract vendor shall pay to such assigned employees an amount equal to 25% of the minimum hourly wage established pursuant to Paragraph A., of this Administrative Code section currently \$2.72 per hour.

A statement of employees' wages and benefits must be completed and submitted as a material requirement of the bid in order for the bid to be accepted.

The County of Gloucester may refuse to award a contract to a person or entity submitting a bid if that person or entity has filed or submitted false information, or failed to file or submit the information required by these regulations.

Upon award of contract, the County of Gloucester may require further proof of compliance with the standards set forth in these regulations.

Failure to provide the aforesaid information shall constitute a violation resulting in the withholding of funds due to the contractor until such time as the information is provided. Submission of inaccurate, false, misleading or fraudulent information shall also constitute a violation of the ordinance and result in the withholding of funds due to the contractor and disqualification from consideration for future contracts.

These regulations shall not be construed as preventing any employer from providing rates of pay or benefits which are higher than those required by these regulations, diminishing the responsibilities of a public body or an employer under the provisions of any other law, or impairing any provision of an existing collective bargaining agreement.

These regulations shall not apply to construction contracts that are subject to any prevailing wage laws or regulations, contracts for the provision of goods only, contracts awarded to work-study or cooperative education programs, or contracts awarded for youth or job training programs.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 004

SCOPE OF SERVICES

In accordance with the ABA Standards for Providers of Civil Legal Services to the Poor, G.C. Legal Service Program will provide legal advice, assistance, and/or representation to the elderly of the county in order to protect and secure their rights.

In fulfilling its obligations, Provider shall provide direct legal services to beneficiaries by means of individual case representation and advice or by impact litigation of class action litigation on issues affecting important rights or benefits of the elderly in accordance with the priorities specified below.

Provider shall provide, or refer to an expert individual or agency for provision, legal service as needed in the following civil matters, in descending order of priority:

1. Protective Services, including priority services of abuse/neglect and representation of ward in involuntary guardianship or conservator ship proceedings.
2. Health Care, including priority services of nursing home/boarding home care & resident rights.
3. Public Benefits, including priority services of Social Security, Supplemental Security Income, Medicaid, Medicare.
4. Housing/Utilities, including priority services of evictions, rent disputes, tenant issues, and utility shut offs.
5. Other Civil Cases, for beneficiaries in the greatest economic and social need, except that legal services shall not be provided in fee-generating cases unless adequate private legal representation is unavailable.

NO CRIMINAL CASE MAY BE TAKEN UNDER THIS GRANT.

Provider shall attempt to serve the target and sub-target populations by addressing topics of concern to them, by making issues of concern to them a program priority, and by conducting legal education programs and outreach at sites which are convenient to them; nursing homes, boarding homes, and, in particular, at the Paulsboro, Woodbury and Glassboro Meal Sites.

SCOPE OF SERVICES CON'T

Provider shall develop and adhere to written procedures with regard to case acceptance. These written procedures must be established so that a case not having legal merit, even if it falls into a priority issue area would not be automatically accepted. These procedures should determine the circumstances and criteria under which cases are or are not accepted.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

Provider shall develop and adhere to a referral system to govern all referrals to the private bar which should give preference to those providing services free or at a reduced rate.

Provider shall develop written procedures that assures an effective and meaningful assessment of consumer satisfaction, and which utilizes a written consumer satisfaction questionnaire which is sent to all clients.

Provider shall attempt to coordinate its services with Legal Services Corporation recipients located in the service area in order to concentrate legal services funded under this Agreement on older persons with greatest economic or social need.

SCOPE OF SERVICES CON'T

Provider shall provide other services to beneficiaries as follows:

1. **Community education and training** on the legal rights of older persons to groups of older persons; advocates for older persons; and providers of social services to older persons, including the preparation and distribution of materials to these groups. Provider agrees to give at least one educational program per quarter for seniors attending a congregate meal site or residing in a nursing home or other locations where vulnerable or at-risk seniors would likely be found.
2. **Long-term care ombudsman support.** Provider agrees to coordinate its efforts with the efforts of the Long Term Care Ombudsman's Office.
3. **Information/referral.** Provider shall provide information on, and referrals to, other agencies to assist beneficiaries with non-legal problems, and referrals to the private bar to assist beneficiaries with fee-generating cases. Provider shall adopt a written referral system to govern all referrals to the private bar, which referral system shall give preference to any groups or individuals within the private bar that furnish legal services to older persons on a pro bono or reduced fee basis.

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

4. **Outreach.** The services described in the Scope of Services will be provided at locations that are accessible to the most economically and socially needy beneficiaries, including low-income minority individuals, the homebound, the institutionalized, and isolated beneficiaries. Provider shall schedule at least one session per quarter for the purpose of conducting intake interviews at locations such as nursing homes, boarding homes, senior housing projects, etc.

SCOPE OF SERVICES CON'T

METHODOLOGY FOR PROVISION OF LEGAL SERVICES

South Jersey Legal Services will locate a lawyer in the Gloucester County Division of Senior Services offices at the Budd Boulevard Complex one day per week for three hours. A reduced fee of \$100 will be paid through the Legal Service Program. More in-depth representation will be charged at a reduced rate and will be billed to the Legal Service Program. THERE WILL BE NO CHARGE TO THE CLIENT. However, approval by the Executive Director of the Division of Senior Services will be required for each \$500.00 increment charged to this grant.

Appointments will be made by Office on Aging staff. If a client is unable to come to the office because of a disability, the assigned lawyer will interview them in their home. A staff member will complete an intake application form to be used to compile the client profile information necessary to complete the PSST reporting requirements of the State of New Jersey.

The lawyer will screen phone calls or in-person appointments from senior citizens requesting legal advice or assistance. While adhering to the established case acceptance procedure, the attorney will take the necessary steps to satisfy the legal needs of the client and will:

1. Immediately address the legal needs of those clients requiring simple advice.
2. Prioritize those cases requiring more in depth service and then:
 - (a) refer to the outside agency or individual that has the expertise needed to address the client's legal problem;
 - (b) refer to a lawyer of South Jersey Legal Services Inc. that has the expertise needed to address the client's legal problem.
 - (c) represent the client personally when they have the expertise needed to address the client's legal problem.

The lawyer will complete a service provision form to be used to compile the service profile information necessary to complete the legal service reporting requirements of the State of New Jersey.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 004

SCOPE OF SERVICES

GRANTEE: South Jersey Legal Services Inc.

PROJECT TITLE: Legal Services

POPULATION TO BE SERVED: Residents of the county who are 60 years of age or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider:

47 clients below poverty	(67% of 70)
23 clients low income minority	(33% of 70)
23 clients frail/disabled	(33% of 70)

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:

To provide at least 285 units of Legal Service to a minimum of 70 elderly clients. Clients from the targeted population will receive at least 33% of the 285 units

SERVICE DEFINITION: **SERVICE TAXONOMY:** 325

Legal advice, assistance, and/or representation provided by or under the supervision of a lawyer, in order to protect and secure the rights of older persons

AMOUNT: \$ 11,040.

UNITS OF SERVICE: 285 (Unit = 1 hour)

CLIENT COUNT: 70

UNIT COST: \$ 38.74

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 004

	CASH	IN-KIND	TOTAL
Personnel	11,040	-0-	11,040
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	-0-	-0-
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	-0-	-0-	-0-
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET COST	11,040	-0-	11,040
		LESS:	
		Client Income	100
		USDA	-0-
		NET BUDGETED COST	10,940

III B	\$ 9,500	87%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Private	1,440	13%
Client Income	100	0%
TOTAL	\$ 11,040	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 004

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS

AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 004 CONSISTS OF 22 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE South Jersey Legal Services Inc.
745 Market Street
Camden, NJ 08102

BY: _____ Date _____
(Name)

(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT is dated this _____ day of _____, _____.

Da

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GRANT AGREEMENT

GRANT AGREEMENT NUMBER 021 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT ASSISTANCE TO MUNICIPAL CENTERS

GRANTEE Borough of Glassboro

1 South Main Street

Glassboro, NJ 08028

GRANT AGREEMENT PAGES 1 THROUGH 16

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GRANT AGREEMENT

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B - Approved Budget

C - Method of Payment and Reporting Requirements
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**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT: ASSISTANCE TO MUNICIPAL CENTERS

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2013 BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"
AND:

GRANTEE Borough of Glassboro

1 South Main Street

Glassboro, NJ 08028

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2013 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2013.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES

WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT " C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS

OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL

ACCEPTANCE OF THE WORK, THE BOROUGH OF GLASSBORO SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED A_oA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT A_oA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS,

DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE BOROUGH OF GLASSBORO FOR THE EVENT OF ASSISTANCE TO MUNICIPAL CENTERS PROGRAM FOR SENIORS ON JANUARY 1, 2013 UNTIL DECEMBER 31, 2013.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL

FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.

2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.
5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.

7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA.
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 021

SCOPE OF SERVICES

Leisure time activities are offered at the Glassboro Senior Citizen Center five days a week to any resident of the county who is 60 years of age or older.

Some of the programs offered include an arts & crafts class, physical fitness program, square dancing, chorus, bingo, and aerobics. There are also a number of day trips planned throughout the year.

The Center is well staffed and has people well equipped to instruct the various activities offered.

A newsletter is published monthly, with a full calendar of events listed. The Center is also one of the Congregate Meal Sites serving between 50 and 100 meals a day.

The Center is located in an area where many seniors from the targeted populations reside. In addition, the service provider will attempt to reach the targeted populations in other locations by advertising and posting flyers in those areas.

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 021

SCOPE OF SERVICES

GRANTEE: Borough of Glassboro Parks & Recreation

PROJECT TITLE: Assistance to Municipal Centers

POPULATION TO BE SERVED: Residents of the county who are 60 years of age or older with a concerted effort to target the low income minority population in at least the same proportion as found in the population of older individuals of the area served by the provider

60 clients minority (12% of 500)
12 clients frail or vulnerable (2.5% of 500)

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:
To provide the service of Socialization/Recreation to a minimum of 500 unduplicated clients.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 333

Planned and structured activities and programs provided to well and functionally impaired older persons to facilitate social contact, reduce isolation, and improve personal life satisfaction

AMOUNT: \$118,200.

UNITS OF SERVICE: = 500

CLIENT COUNT: 500

UNIT COST: \$236.40 per client

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 021

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. ALL PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 021 CONSISTS OF 16 PAGES NUMBERED
CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Borough of Glassboro
1 South Main Street
Glassboro, NJ 08028

BY: _____ Date _____
(Name)

(Title)

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT made on _____ day of _____, _____.

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT

D2

GRANT AGREEMENT NUMBER 081 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT Friendly Visitor focusing on Reading & Writing Program

GRANTEE Gloucester County College

R.S.V.P. SENIOR CORPS/COMMUNITY SERVICE CORPS PROGRAM

1400 Tanyard Road

Sewell, NJ 08080

GRANT AGREEMENT PAGES 1 THROUGH 16

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GRANT AGREEMENT

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**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT Friendly Visitor focusing on Reading & Writing

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF JANUARY, 2013 BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"
AND:

GRANTEE Gloucester County College
R.S.V.P. Senior Corps/Community Service Corps Program
1400 Tanyard Road
Sewell, NJ 08080

HEREINAFTER REFERRED TO AS THE "GRANTEE".

WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2013 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2013.

2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION,

THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.

3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.

4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".

5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT " C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY

THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE GLOUCESTER COUNTY COLLEGE SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED AoA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT AoA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE

TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.
22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GLOUCESTER COUNTY COLLEGE R.S.V.P. PROGRAM FOR THE EVENT OF FRIENDLY VISITING READING AND WRITING PROGRAM FOR SENIORS ON JANUARY 1, 2013 UNTIL DECEMBER 31, 2013.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDED OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING".

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:

- A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.
3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
 4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.
 5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.
 6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
 7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA.

- B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 081

SCOPE OF SERVICES

VOLUNTEER ACTIVITIES: R.S.V.P. will conduct the following Friendly visits reassurance telephone calls to 50 isolated and homebound senior residents.

Assistance in reading and writing, and client referrals.

Participants: 50 Gloucester County residents from targeted segments of society, such as homebound, isolated, and vulnerable seniors.

Participant outcomes: Data collection to determine long term accomplishments and impact, as well as, referrals and satisfaction.

Reporting: Quarterly reports to be completed in a timely fashion with supporting documentation available upon request.

The anticipated number of clients to receive friendly visitor assistance through R.S.V.P. for grant year 2013 will be 50 seniors. The priority groups will be the impoverished, minority, frail, and vulnerable seniors residing in Gloucester County.

Volunteers will be covered by R.S.V.P. insurance and receive mileage for these visits.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

GLOUCESTER COUNTY IS AN AGING AND DISABILITY RESOURCE CONNECTION (ADRC), A SINGLE POINT OF ENTRY INTO THE LONG TERM CARE SYSTEM FOR OLDER ADULTS AND PEOPLE WITH DISABILITIES. SOMETIMES REFERRED TO AS ONE-STOP OR NO WRONG DOOR, SERVICE PROVIDERS WITHIN THE AREA PLAN CONTRACT ARE TO REFER CONSUMERS AND THEIR FAMILIES TO THE ADRC. INFORMATION, ADVICE, OPTIONS COUNSELING AND OTHER SERVICES WILL BE PROVIDED TO HELP CONSUMERS OF ALL INCOMES TO MAKE INFORMED DECISIONS ABOUT BOTH PUBLIC AND PRIVATE LONG TERM SUPPORTS AND SERVICES.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 081

SCOPE OF SERVICES

GRANTEE: Gloucester County College - Retired & Senior Volunteer Program

PROJECT TITLE: Friendly Visitor focusing on Reading & Writing

POPULATION TO BE SERVED: Residents of the county who are 60 years or older. A concerted effort will be made to target the low- income minority population in at least the same proportion of older individuals of the area served by the provider

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE: To provide 15 friendly visitors to administer reading / writing assistance to 35 Gloucester County isolated and homebound seniors. This program will be facilitated to promote self-improvement, enhancement of the quality of life, and improvement of self-care, advocacy, protection, and dignity.

SERVICE DEFINITIONS:

SERVICE TAXONOMY: 209

Friendly Visiting 209: An organized service that provides regular visits to socially and/or geographically isolated older individuals for purposes of providing companionship and social contact.

Amount: \$5,620.00

UNITS OF SERVICE: 5,200 (unit = each visit)

CLIENT COUNT: 30

UNIT COST: \$1.08 (per contact)

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 081

	CASH	IN-KIND	TOTAL
Personnel	- 0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	\$3,020.	\$3,020
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	\$2,600.	-0-	\$2,600.
TOTAL BUDGET COST	\$2,600	\$3,020	\$5,620
	<u>LESS:</u>		
		Client Income	100
		USDA	-0-
		NET BUDGETED COST	\$5,520

III B	\$ 2,500	45%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-
Local Public	\$3,020	54%
Client Income	100	1%
TOTAL	\$ 5,620	100 %

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 081

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY:

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT
NUMBERED 081 CONSISTS OF 16 PAGES NUMBERED
CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE
EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Gloucester County College
1400 Tanyard Road
Sewell, NJ 08080

BY: _____ Date _____
(Name)

(Title)

GRANTOR:
COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____
NAME: Robert M. Damminger

TITLE DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT made on this _____ day of _____, _____.

COUNTY OF GLOUCESTER

DO

BOARD OF CHOSEN FREEHOLDERS

GRANT AGREEMENT

GRANT AGREEMENT NUMBER 034 DATE 1/1/2013

APPROPRIATION CODE _____

PROJECT ASSISTANCE TO R.S.V.P. SENIOR CORPS/

COMMUNITYSERVICE CORPS WELLNESS PROGRAM

GRANTEE Gloucester County College

1400 Tanyard Road

Sewell, NJ 08080

GRANT AGREEMENT PAGES 1 THROUGH 18

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

GRANT AGREEMENT

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**COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS
GRANT AGREEMENT**

DEFINITIONS:

PROJECT **ASSISTANCE TO R.S.V.P. SENIOR CORPS/COMMUNITY
SERVICE CORPS WELLNESS PROGRAM**

ACT: Title III of the Older Americans Act, as amended

AUTHORIZED APPROPRIATION:

ACCOUNT TITLE Area Plan

ACCOUNT CODE _____

CONTRACT PERIOD:

THIS AGREEMENT, ENTERED INTO THIS 1ST DAY OF **JANUARY, 2013** BY
AND BETWEEN THE BOARD OF CHOSEN FREEHOLDERS OF THE
COUNTY OF GLOUCESTER HEREINAFTER REFERRED TO AS THE "COUNTY"

AND:

GRANTEE Gloucester County College

1400 Tanyard Road

Sewell, NJ 08080

HEREINAFTER REFERRED TO AS THE "GRANTEE" WITNESSETH THAT:

1. TERM OF AGREEMENT. THIS AGREEMENT SHALL BE EFFECTIVE AS OF THE 1ST DAY OF JANUARY, 2013 AND SHALL TERMINATE NO LATER THAN THE 31ST DAY OF DECEMBER, 2013.
2. COMPLIANCE. THE GRANTEE, IN ORDER TO INDUCE THE COUNTY TO MAKE THE WITHIN GRANT FOR THE PROJECT, AGREES THAT IT SHALL COMPLY WITH ALL PROVISIONS OF THE AUTHORIZING APPROPRIATION, THE ACT, AND ANY REGULATIONS, REQUIREMENTS OR GUIDELINES WHICH THE COUNTY MAY ISSUE, WHETHER EXPLICITLY REFERRED TO HEREIN OR NOT.

IT IS FURTHER AGREED THAT THE GRANTEE SHALL SEEK AND DEVELOP ITS OWN SOURCE OF FUNDING IN ANTICIPATION OF THE EXPIRATION OF THIS GRANT. IN NO EVENT SHALL THIS GRANT BE CONSTRUED AS A COMMITMENT BY THE COUNTY TO EXPEND FUNDS BEYOND THE TERMINATION DATE SET FORTH IN PARAGRAPH 1.
3. OTHER FUNDS. THE GRANTEE SHALL NOT USE FUNDS PROVIDED UNDER THIS AGREEMENT TO REPLACE EXISTING OR COMMITTED FINANCIAL SUPPORT FOR THE SAME PROJECT. EXCEPT AS MAY BE PROVIDED BY THIS BOARD OF CHOSEN FREEHOLDERS.
4. SCOPE OF SERVICES. IN CONSIDERATION OF THE GRANT PROVIDED BY THIS AGREEMENT, THE GRANTEE SHALL, IN A SATISFACTORY AND PROPER MANNER AS DETERMINED BY THE COUNTY, PERFORM ALL SERVICES SPECIFIED IN ATTACHMENT "A".
5. COMPENSATION. THE COUNTY SHALL GRANT TO THE GRANTEE A SUM NOT TO EXCEED THE AMOUNT CONTRACTED. THE GRANTEE SHALL EXPEND PROJECT FUNDS IN ACCORDANCE WITH THE APPROVED BUDGET AS SET FORTH ON ATTACHMENT "B". EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B", THE AMOUNTS EXPENDED FOR THE CONSULTANTS MAJOR CATEGORY MAY NOT EXCEED THE APPROVED LIMIT WITHOUT PRIOR WRITTEN APPROVAL OF THE COUNTY. ANY LINE ITEM WITHIN THE MAJOR COST CATEGORY OF CONSULTANTS WHICH SHALL NOT HAVE BEEN EXPENDED IN ACCORDANCE WITH ATTACHMENT "B" SHALL BE CREDITED AGAINST AND DEDUCTED FROM THE TOTAL COMPENSATION TO BE PAID TO THE GRANTEE UNDER THIS AGREEMENT. EXCEPT AS SHALL BE MORE SPECIFICALLY LIMITED ON ATTACHMENT "B". THE AMOUNT EXPENDED FOR EACH OF THE OTHER MAJOR COST CATEGORIES LISTED ON ATTACHMENT "B", WITH THE EXCEPTION OF THE CATEGORY OF CONSULTANTS, MAY NOT EXCEED THE APPROVED AMOUNT BY MORE THAN 1/4 OF 1% PROVIDED, HOWEVER, THAT THE TOTAL APPROVED BUDGET IS NOT EXCEEDED. THE EXPRESS

PRIOR WRITTEN APPROVAL OF THE BUDGET IS NECESSARY TO EXCEED THESE LIMITATIONS.

6. METHOD OF PAYMENT. THE COUNTY SHALL MAKE PAYMENTS UNDER THIS AGREEMENT UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, TOGETHER WITH SUCH OTHER DOCUMENTATION AS MAY BE REQUIRED. THE MANNER AND FORM OF SUCH SUBMISSIONS SHALL BE IN ACCORDANCE WITH THE PROCEDURES DESCRIBED ON ATTACHMENT "C". AS MANDATED BY THE STATE DIVISION ON AGING, 10% OF THE CONTRACT TOTAL FUNDS WILL BE WITHHELD UNTIL ACCEPTANCE OF AN AUDIT REPORT ON THE PROGRAM.

EACH INVOICE SHALL CONTAIN AN ITEMIZED, DETAILED DESCRIPTION OF ALL WORK PERFORMED DURING THE BILLING PERIOD. FAILURE TO PROVIDE SUFFICIENT SPECIFICITY SHALL BE CAUSE FOR REJECTION OF THE INVOICE UNTIL THE NECESSARY DETAILS ARE PROVIDED.

IT IS ALSO AGREED AND UNDERSTOOD THAT THE ACCEPTANCE OF THE FINAL PAYMENT BY CONTRACTOR SHALL BE CONSIDERED A RELEASE IN FULL OF ALL CLAIMS AGAINST THE COUNTY ARISING OUT OF, OR BY REASON OF, THE WORK DONE AND MATERIALS FURNISHED UNDER THIS CONTRACT.

7. BOOKS AND RECORDS. THE GRANTEE SHALL MAINTAIN SUCH RECORDS AND ACCOUNTS AS ARE DEEMED NECESSARY BY THE COUNTY TO ASSURE A PROPER ACCOUNTING FOR ALL PROJECT FUNDS, BOTH STATE AND NON-STATE SHARES. THESE RECORDS SHALL BE AVAILABLE FOR AUDIT AND EXAMINATION BY ANY GOVERNMENT AGENCY HAVING AN INTEREST IN THE PROJECT. THE COUNTY SHALL HAVE THE RIGHT TO CONDUCT SAID AUDIT OR EXAMINATION AT ANY TIME DURING REGULAR WORKING HOURS OF THIS PROJECT. SAID RECORDS SHALL BE RETAINED FOR FIVE (5) YEARS AFTER THE EXPIRATION OF THIS AGREEMENT UNLESS THE COUNTY, IN WRITING, SPECIFICALLY WAIVES SUCH REQUIREMENT. THE GRANTEE HEREBY ACKNOWLEDGES THAT THE COUNTY SHALL CARRY OUT SUCH MONITORING AND EVALUATION ACTIVITIES AS IT SHALL FROM TIME TO TIME REQUIRE FOR PROPER ADMINISTRATION AND PERFORMANCE OF THIS GRANT.

8. REPORTS AND SUBMISSIONS. THE GRANTEE SHALL SUBMIT SUCH REPORTS RELATING TO THE ACTIVITIES AND THE FINANCES OF THE PROJECT AS SHALL BE REQUIRED BY THE COUNTY. THE REQUIRED REPORTS SHALL BE IN THE FORM SPECIFIED ON ATTACHMENT "C". THE GRANTEE SHALL SUBMIT A FINAL REPORT WITHIN 10 DAYS AFTER THE END OF THE CONTRACT PERIOD.

9. TRAVEL EXPENSES. THE GRANTEE, IF A PUBLIC AGENCY, SHALL CHARGE EXPENSES FOR TRAVEL IN ACCORDANCE WITH THE CUSTOMARY PRACTICE IN THE GOVERNMENT OF WHICH THE AGENCY IS A PART. IF THE GRANTEE IS A PRIVATE AGENCY, EXPENSES CHARGED FOR TRAVEL SHALL NOT EXCEED THOSE ALLOWABLE UNDER THE COUNTY OF GLOUCESTER TRAVEL REGULATION. IN ANY EVENT, TRAVEL EXPENSES SHALL NOT BE CHARGED IN EXCESS OF THE ALLOWABLE BUDGET AMOUNT.

10. PERSONAL PROPERTY. IF PERSONALTY, INCLUDING EQUIPMENT COSTING LESS THAN ONE HUNDRED (\$100.00) DOLLARS PER ITEM IS ACQUIRED AND USED FOR THREE (3) YEARS FROM DATE OF ACQUISITION FOR APPROVED CONTRACT PURPOSES, TITLE TO SUCH PROPERTY SHALL VEST IN THE GRANTEE. PERSONALTY, INCLUDING EQUIPMENT, COSTING MORE THAT ONE HUNDRED (\$100.00) DOLLARS OR USED FOR LESS THAN THREE (3) YEARS SHALL BE OWNED BY THE COUNTY. THE COUNTY AT ITS OPTION MAY, HOWEVER, PERMIT THE GRANTEE TO RETAIN SUCH PROPERTY, SUBJECT TO REIMBURSEMENT TO THE COUNTY (AREA PLAN GRANT UNDER TITLE III) OF ITS COST MINUS A FAIR RENTAL VALUE, FOR THE PERIOD OF ACTUAL USE.

11. UNEXPENDED FUND BALANCES. THE GRANTEE MAY INCUR COSTS ONLY DURING THE PERIOD SET FORTH IN PARAGRAPH #1 OF THIS AGREEMENT. EXPENDITURES MADE BEFORE OR AFTER THESE DATES SHALL BE DISALLOWED. FUNDS OBLIGATED BUT NOT DISBURSED AT THE END OF THIS CONTRACT PERIOD SHALL BE LIQUIDATED AS SOON AS POSSIBLE AFTER THE CLOSE OF THE CONTRACT PERIOD. WITHIN 30 DAYS AFTER COMPLETION OF FINAL AUDITS, ALL UNEXPENDED FUNDS SHALL BE RETURNED TO THE COUNTY DIVISION OF SENIOR SERVICES.

12. CHANGES. THE COUNTY MAY, FROM TIME TO TIME, REQUEST CHANGES IN THE SCOPE OF SERVICES OF THE GRANTEE TO BE PERFORMED. SUCH CHANGES, INCLUDING ANY INCREASE OR DECREASE IN THE AMOUNT OF THE GRANTEE'S COMPENSATION WHICH ARE MUTUALLY AGREED UPON BY AND BETWEEN THE COUNTY AND THE GRANTEE, MUST BE INCORPORATED IN WRITTEN AMENDMENTS TO THIS AGREEMENT.

13. ASSIGNABILITY. THE GRANTEE SHALL NOT SUBCONTRACT ANY OF THE WORK OR SERVICES COVERED BY THIS AGREEMENT, NOR SHALL ANY INTEREST IN THIS AGREEMENT BE ASSIGNED OR TRANSFERRED, EXCEPT AS MAY BE PROVIDED WITHIN THE TERMS OF THIS AGREEMENT OR WITH THE EXPRESS WRITTEN APPROVAL OF THE COUNTY.

14. DISCRIMINATION PROHIBITED. THE GRANTEE SHALL NOT DISCRIMINATE IN THE PERFORMANCE OF THIS AGREEMENT BECAUSE

OF SEX, RACE, CREED OR NATIONAL ORIGIN OR OF DISABILITY, ACCORDING TO SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED.

15. AVAILABILITY OF FUNDS. THE PARTIES HERETO RECOGNIZE THAT THIS GRANT AGREEMENT, MADE ON BEHALF OF THE COUNTY, IS DEPENDENT UPON SUCH FUNDING APPROPRIATION AS MAY BE MADE BY THE STATE DEPARTMENT, THE FEDERAL GOVERNMENT OR OTHER FUNDING SOURCES; THE COUNTY SHALL NOT BE HELD LIABLE FOR ANY BREACH OF THIS AGREEMENT BECAUSE OF THE ABSENCE OF AVAILABLE FUNDING APPROPRIATIONS.

16. TERMINATION. THE COUNTY MAY, BY GIVING WRITTEN NOTICE TO THE GRANTEE, SPECIFYING THE EFFECTIVE DAY, TERMINATE THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT CAUSE AND FOR CONVENIENCE, OR FOR ANY CAUSE, WHICH SHALL INCLUDE BUT NOT BE LIMITED TO:

(A) UTILIZATION OF ANY PORTION OF THE APPROPRIATION HEREUNDER TO EMPLOY OR OTHERWISE COMPENSATE ANY PERSON EMPLOYED BY THE COUNTY WHO HAS DIRECTLY PARTICIPATED IN THE NEGOTIATION OR APPROVAL OF THIS AGREEMENT;

(B) DISCOVERY OF ANY PECUNIARY OR PERSONAL INTEREST BY THE GRANTEE, ITS EMPLOYEES, ITS OFFICERS, ITS TRUSTEES, OR ITS DIRECTORS IN THE PROJECT, OR IN ANY CONTRACT EMANATING FROM THE OPERATION OF THIS PROJECT;

(C) FAILURE, FOR ANY REASON, OF THE GRANTEE TO SATISFY ITS OBLIGATIONS UNDER THIS AGREEMENT;

(D) SUBMISSION BY THE GRANTEE TO THE COUNTY OF REPORTS THAT ARE INCORRECT OR INCOMPLETE IN ANY MATERIAL RESPECT;

(E) ANY IMPROPER OR INEFFICIENT USE OF FUNDS, PROVIDED UNDER THIS AGREEMENT;

(F) FAILURE OF THE GRANTEE TO PERMIT THE COUNTY TO MAKE AN INSPECTION OF THE ADMINISTRATIVE OR OPERATIONAL FACILITIES OF THE PROJECT;

(G) CONDUCT OR ACTS OF THE GRANTEE AND/OR ITS STAFF WHICH ARE DETRIMENTAL TO THE OBJECTIVES OF THIS PROJECT;

(H) ANY VIOLATION OF THE NEW JERSEY CONFLICTS OF INTEREST LAW, NJSA 52:13D-12 ET SEQ.;

(I) FAILURE TO INCORPORATE INTO GRANTEE'S PERSONNEL POLICIES AND PROCEDURES A SYSTEM OF FULL DISCLOSURE OF ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT WHO HAVE BEEN CONVICTED OF A CRIME.

UPON TERMINATION OF THIS AGREEMENT, THE GRANTEE SHALL FORTHWITH RETURN ALL PROCEEDS OF THE GRANT TO THE COUNTY.

17. PROOF OF INSURANCE. PRIOR TO THE COMMENCEMENT OF WORK UNDER THIS CONTRACT AND UNTIL COMPLETION AND FINAL ACCEPTANCE OF THE WORK, THE GLOUCESTER COUNTY COLLEGE SHALL, AT ITS SOLE EXPENSE, MAINTAIN INSURANCE COVERAGE AND SHALL FURNISH TO THE COUNTY, CERTIFICATES OF INSURANCE EVIDENCING SAME AND REFLECTING THE EFFECTIVE DATE OF SUCH COVERAGE.

SUPPLEMENTARY PROVISIONS

(PROVISIONS NUMBERED 18 AND FOLLOWING)

18. THE FOLLOWING REGULATIONS CONCERNING PUBLICATIONS SHALL BE ADHERED TO BY THE GRANTEE:

- A. ANY BOOKS, REPORTS, PAMPHLETS, PAPERS OR ARTICLES RECEIVING SUPPORT UNDER TITLE III MUST CONTAIN AN ACKNOWLEDGMENT OF THAT SUPPORT.
- B. THE DEPARTMENT OF HEALTH, EDUCATION AND WELFARE, OFFICE OF HUMAN DEVELOPMENT, ADMINISTRATION ON AGING (HEREINAFTER CALLED A_oA) RESERVES THE OPTION TO RECEIVE FREE OF CHARGE UP TO 12 COPIES OF ANY PUBLICATION PUBLISHED AS A PART OF TITLE III PROJECTS, AND TWO COPIES OF ANY PROJECT BASED ON PROJECT ACTIVITIES.
- C. WHERE A PROJECT RESULTS IN A BOOK OR OTHER COPYRIGHTABLE MATERIAL, THE AUTHOR IS FREE TO OBTAIN A COPYRIGHT, BUT A_oA RESERVES A ROYALTY-FREE, NON-EXCLUSIVE, AND IRREVOCABLE LICENSE TO REPRODUCE, PUBLISH OR OTHERWISE USE, OR AUTHORIZE OTHERS TO USE, ALL SUCH MATERIALS.

19. A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THAT THE PROGRAM IS FUNDED BY TITLE III-B OF THE OLDER AMERICANS ACT, AS AMENDED, THROUGH A GRANT BY THE DEPARTMENT OF HEALTH AND SENIOR SERVICES, STATE OF NEW JERSEY.

20. INDEMNIFICATION. DURING THE PERFORMANCE OF THIS CONTRACT, THE VENDOR AGREES AS FOLLOWS:

THE VENDOR SHALL BE RESPONSIBLE FOR AND SHALL KEEP, SAVE AND HOLD THE COUNTY OF GLOUCESTER HARMLESS FROM ALL CLAIMS, LOSS, LIABILITY, EXPENSE, OR DAMAGE RESULTING FROM ALL MENTAL OR PHYSICAL INJURIES OR DISABILITIES, INCLUDING DEATH, TO EMPLOYEES OR RECIPIENTS OF THE VENDOR'S SERVICES OR TO ANY OTHER PERSONS, OR FROM ANY DAMAGE TO ANY PROPERTY SUSTAINED IN CONNECTION WITH THIS CONTRACT WHICH RESULTS FROM ANY ACTS OR OMISSIONS, INCLUDING NEGLIGENCE OR MALPRACTICE, OF ANY OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVANTS OR INDEPENDENT CONTRACTORS, OR FROM THE VENDOR'S FAILURE TO PROVIDE FOR THE SAFETY AND PROTECTION OF ITS EMPLOYEES, WHETHER OR NOT DUE TO NEGLIGENCE, FAULT, OR DEFAULT OF THE VENDOR. THE VENDOR'S LIABILITY UNDER THIS AGREEMENT SHALL CONTINUE AFTER THE TERMINATION OF THIS AGREEMENT WITH RESPECT TO ANY LIABILITY, LOSS, EXPENSE OR DAMAGE RESULTING FROM ACTS OCCURRING PRIOR TO TERMINATION.

21. THIS CONTRACT, IN ALL PHASES, IS PURSUANT TO THE AVAILABILITY OF FEDERAL FUNDING UNDER TITLE III.

22. ADDITIONAL INSURED, THE COUNTY OF GLOUCESTER IS HEREBY NAMED AS ADDITIONAL INSURED WITH RESPECT TO THE GLOUCESTER COUNTY COLLEGE FOR THE EVENT OF THE RETIRED AND SENIOR VOLUNTEER PROGRAM (R.S.V.P.) WELLNESS PROGRAM FOR SENIORS ON JANUARY 1, 2013 UNTIL DECEMBER 31, 2013.

ASSURANCES

THE GRANTEE AGREES IN THE PERFORMANCE OF THIS CONTRACT TO COMPLY WITH ALL FEDERAL, STATE AND MUNICIPAL LAWS, RULES AND REGULATIONS GENERALLY APPLICABLE TO THE ACTIVITIES BY WHOMSOEVER PERFORMED IN WHICH THE GRANTEE IS ENGAGED IN THE PERFORMANCE OF THIS CONTRACT. FAILURE TO COMPLY WITH SUCH LAWS, RULES OR REGULATIONS SHALL BE GROUNDS FOR TERMINATION OF THIS AGREEMENT. THE PERFORMANCE OF THIS CONTRACT SHALL BE ACCOMPLISHED IN A MANNER GENERALLY CONSISTENT WITH ADMINISTRATION OF GRANTS, CODE OF FEDERAL REGULATIONS, TITLE 45, PART 74.

THE GRANTEE CERTIFIES, TO THE BEST OF HIS OR HER KNOWLEDGE AND BELIEF, THAT NO FEDERAL APPROPRIATED FUNDS HAVE BEEN OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE ANY MEMBER OF CONGRESS OR ANY OFFICER OR EMPLOYEE OF CONGRESS OR OTHER GOVERNMENT AGENCIES IN CONNECTION WITH THE AWARDING OF ANY FEDERAL GRANT, LOAN, CONTRACT, OR COOPERATIVE AGREEMENT, AND IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID THE GRANTEE WILL COMPLETE AND SUBMIT STANDARD FORM-LLL, "DISCLOSURE FORM TO REPORT LOBBYING.

SUBCONTRACT REQUIREMENTS:

IN ACCEPTING THIS CONTRACT, THE RECIPIENT SHALL INCLUDE THE FOLLOWING PROVISIONS IN SUB-CONTRACTS, WITH ALL SUBCONTRACTORS OR THIRD PARTIES, THAT UTILIZE AREA PLAN FUNDING UNDER THIS CONTRACT.

1. A AAA PROVIDING DIRECT SERVICES, AAA SUBCONTRACTOR, OR THIRD PARTY, UTILIZING AREA PLAN FUNDING SHALL COMPLY WITH ALL FEDERAL, STATE, AND LOCAL LAWS RELATED TO THE OLDER AMERICANS ACT.
2. FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE UTILIZED IN A MANNER, WHICH WOULD CONTRAVENE THE ESTABLISHMENT CLAUSE OF THE FIRST AMENDMENT OF THE UNITED STATES CONSTITUTION. SPECIFICALLY, THESE CONDITIONS ARE AS FOLLOWS:
 - A) IN NO EVENT SHALL THE PROVISION OF THE SERVICES TO BE FUNDED UNDER THIS AGREEMENT BE CONDITIONED UPON ATTENDANCE AT OR PARTICIPATION IN RELIGIOUS PROGRAMS, SERVICES, OR ACTIVITIES;
 - B) ANY SERVICES TO BE PROVIDED UNDER THIS AGREEMENT SHALL BE ESSENTIALLY SECULAR IN NATURE AND SCOPE AND IN NO EVENT SHALL THERE BE ANY RELIGIOUS SERVICES, COUNSELING, PROSELYTIZING, INSTRUCTION, OR OTHER RELIGIOUS INFLUENCE UNDERTAKEN IN CONNECTION WITH THE PROVISION OF SUCH SERVICES; AND
 - C) FUNDS PROVIDED UNDER THIS CONTRACT SHALL NOT BE USED FOR THE CONSTRUCTION, REHABILITATION, OR RESTORATION OF ANY FACILITY OWNED BY A RELIGIOUS ORGANIZATION AND USED, NOW OR IN THE FUTURE, FOR ANY RELIGIOUS ACTIVITY OR PURPOSE.

3. OAA § 306(A)(4)(A)(II)(I); 42 U.S.C.A. § 3026(A)(4)(A)(II)(I): PROVIDER WILL SPECIFY HOW THE PROVIDER INTENDS TO SATISFY THE SERVICE NEEDS OF LOW-INCOME, MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN THE AREA SERVED BY THE PROVIDER.
4. OAA § 306(A)(4)(A)(II)(II); 42 U.S.C.A. § 3026(A)(4)(A)(II)(II): PROVIDER WILL TO THE MAXIMUM EXTENT FEASIBLE; PROVIDE SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN RURAL AREAS IN ACCORDANCE WITH THEIR NEED FOR SUCH SERVICES.
5. OAA § 306(A)(4)(A)(II)(III); 42 U.S.C.A. § 3026 (A)(4)(A)(II)(III): PROVIDER WILL MEET SPECIFIC OBJECTIVES ESTABLISHED BY THE AREA AGENCY ON AGING, FOR PROVIDING SERVICES TO LOW-INCOME MINORITY INDIVIDUALS, OLDER INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY, AND OLDER INDIVIDUALS RESIDING IN THE PLANNING AND SERVICE AREA.
6. EACH AGREEMENT MADE WITH A NONGOVERNMENTAL ENTITY SHALL INCLUDE THE ASSURANCE THAT ALL SOURCES AND EXPENDITURE OF FUNDS SUCH AGENCY RECEIVES OR EXPENDS TO PROVIDE SERVICES TO OLDER INDIVIDUALS WILL BE DISCLOSED TO THE STATE UNIT ON AGING OR THE COMMISSIONER FOR THE DEPARTMENT OF HEALTH AND SENIOR SERVICES UPON REQUEST.
7. AT THE DISCRETION OF THE AREA AGENCY ON AGING, SUBCONTRACT LANGUAGE FOR AGENCIES FUNDED THROUGH THE APC PROVIDING REGISTERED SERVICES, AND WHO HAVE BEEN IDENTIFIED BY THE AAA TO HAVE SAMS LICENSES FOR CLIENT MANAGEMENT, SHOULD ALSO CONTAIN THIS LANGUAGE AS A REQUIREMENT OF RECEIVING FUNDING.
 - A. PROVIDER AGENCY WILL USE SAMS FOR ALL APC DATA REPORTING, CLIENT TRACKING AND ALL CARE MANAGEMENT FUNDED BY AND THROUGH DACS/AAA
 - B. IF APPLICABLE, IN AN ADRC, THE PROVIDER AGENCY WILL USE SAMS FOR INTAKE, SCREENING INDIVIDUALS FOR COMMUNITY SERVICES, RECORDING SERVICE DELIVERY, CLIENT CHARACTERISTICS AND MANAGING THE ACTIVITIES OF THE ADRC BUSINESS PROCESS.

FEDERAL REGISTER QUOTES THAT APPLY UNDER TITLE III.

1321.105 LICENSURE REQUIREMENT.

ALL SERVICES PROVIDED UNDER THIS PART MUST MEET ANY EXISTING STATE AND LOCAL LICENSURE REQUIREMENTS FOR THE PROVISION OF THOSE SERVICES.

1321.109 PREFERENCE FOR THOSE WITH GREATEST ECONOMIC NEED.

ALL SERVICE PROVIDERS UNDER THIS PART MUST GIVE PREFERENCE TO THOSE WITH GREATEST ECONOMIC OR SOCIAL NEED. SERVICE PROVIDERS MAY USE METHODS SUCH AS LOCATIONS OF SERVICES AND SPECIALIZATION IN THE TYPES OF SERVICES MOST NEEDED BY THESE GROUPS TO MEET THIS REQUIREMENT. NO SERVICE PROVIDER MAY USE A MEANS TEST.

1321.111 CLIENT CONTRIBUTIONS.

UNDER TITLE III OF THE OLDER AMERICANS ACT EACH CLIENT MUST BE GIVEN AN OPPORTUNITY TO CONTRIBUTE TO THE SERVICE BEING PROVIDED. ALL CONTRIBUTIONS MUST BE ACCOUNTED FOR AND MUST BE USED BY THE SERVICE PROVIDER FOR THE EXPANSION OF THE SERVICE.

1321.115 ADVISORY ROLE TO SERVICE PROVIDERS OF OLDER PERSONS.

EACH SERVICE PROVIDER UNDER THE AREA PLAN MUST HAVE PROCEDURES FOR OBTAINING THE VIEWS OF PARTICIPANTS ON THE SERVICES THEY RECEIVE.

1361.161 LEGAL SERVICES.

DEFINITION. LEGAL SERVICES MEANS LEGAL ADVICE AND REPRESENTATION TO THOSE WITH ECONOMIC OR SOCIAL NEEDS, PROVIDED BY A LAWYER OR NON-LAWYER WHERE PERMITTED BY LAW.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 034

SCOPE OF SERVICES

VOLUNTEER ACTIVITIES:

Volunteers in RSVP can be trained in various programs to augment staff so more clients could be serviced by the programs. Volunteers work in stations needing training, i.e.:

Meal Sites - serving food, cleaning up after the meal, taking reservations

Libraries - checking books in and out, shelving books, answering phones, cataloging

Schools - Teacher's Aide for reading, math (CED), research assistant, helping children who have difficulties, after school hobby classes

Children's Agencies - Teacher's Aide, crafts, helping prepare meals, clerical duties

Hospitals - working in Admissions, in-take in Emergency, gift shop attendants, mail delivery

Counseling Agencies - hotline, women's services, men's services, transporting patients, serving refreshments

Senior Agencies & Homes - shop for and visit senior patients, deliver meals to the housebound, clerical, read to clients, write letters for clients

Volunteers in the Serv-A-Tray Program are reimbursed for travel within the program. This grant will reimburse other volunteers when their station of service warrants it.

The value of the service performed by volunteers is a commodity highly valued and therefore, there is an annual recognition luncheon where awards are presented.

WELLNESS:

There will be a series of workshops with an average of 30 participants at each. Topics will include information on health insurance, diet, medications, productive use of leisure time as well as exercise instruction by trained volunteers. Workshops will be held throughout the county at sites of convenience for low income minority individuals.

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 034

SCOPE OF SERVICES

Gloucester County is an Aging and Disability Resource Connection (ADRC), a single point of entry into the long term care system for older adults and people with disabilities. Sometimes referred to as one-stop or no wrong door, service providers within the Area Plan contract are to refer consumers and their families to the ADRC. Information, advice, options counseling and other services will be provided to help consumers of all incomes to make informed decisions about both public and private long term supports and services.

Provider shall develop and maintain a written grievance procedure that assures any beneficiary aggrieved by Provider's denial of services, or with the quality of services furnished by Provider, with an adequate opportunity to resolve the grievance. Provider shall advise all beneficiaries of the existence of the grievance procedure and shall make a copy of the grievance procedure available upon request.

A SIGN SHALL BE DISPLAYED IN ALL FACILITIES USED BY OR IN CONJUNCTION WITH THE PROGRAM STATING THE GRIEVANCE POLICY AND PROCEDURES.

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "A" TO GRANT AGREEMENT NUMBER 034

SCOPE OF SERVICES

GRANTEE: Gloucester County College

PROJECT TITLE: Assistance to RSVP Senior Corps/ Community Service Corps Wellness Program.

POPULATION TO BE SERVED: Residents of the county who are 60 years or older. RSVP, includes those who volunteer their services for Wellness Education, and those attending the prescribed workshops for the program. A concerted effort will be made to target the low income minority population in at least the same proportion of older individuals of the area served by the provider.

SERVICE AREA: Gloucester County with a concerted effort to serve areas that are easily accessed by the targeted population.

OBJECTIVE:
One hour Courses / Workshops for Wellness conducted by trained volunteers for 250 clients to total 250 hours of Education.

SERVICE DEFINITION: **SERVICE TAXONOMY:** 331
Formally structured classes, lectures or seminars which provide older persons and/or their caregivers with opportunities to acquire knowledge and skills suited to their interests.

AMOUNT: \$7,320

UNITS OF SERVICE: 250 (unit=1 hour)

CLIENT COUNT: 250

UNIT COST: \$ 29.28

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "B" TO GRANT AGREEMENT NUMBER 034

	CASH	IN-KIND	TOTAL
Personnel	-0-	-0-	-0-
Consultants	-0-	-0-	-0-
Travel	-0-	-0-	-0-
Food	-0-	-0-	-0-
Building Space	-0-	2,920	2,920
Printing & Off Sup	-0-	-0-	-0-
Equipment	-0-	-0-	-0-
Other	4,400.	-0-	4,400.
Indirect Cost	-0-	-0-	-0-
TOTAL BUDGET			
COST	4,400.	2,920.	7,320.
<u>LESS:</u>		Client Income	100
		USDA	-0-
		NET BUDGETED	
		COST	7,220

III B	\$4,300	59%
State Share	-0-	-0-%
State HDM Share	-0-	-0-%
Local Share	-0-	-0-%
Local Public	\$2,920	40%
Client Income	\$100	1%
TOTAL	\$ 7,320	100.00%

COUNTY OF GLOUCESTER

BOARD OF CHOSEN FREEHOLDERS

ATTACHMENT "C" TO GRANT AGREEMENT NUMBER 034

METHOD OF PAYMENT, MONITORING AND REPORTS REQUIRED

PAYMENTS

THE GRANTEE SHALL BE PAID, QUARTERLY, UPON SUBMISSION OF A PROPERLY EXECUTED COUNTY VOUCHER, A SUM NOT TO EXCEED 1/4 OF THE TOTAL GRANT PORTION OF THIS CONTRACT.

ALL PAYMENTS ARE TO BE MADE ON A REIMBURSEMENT BASIS, PURSUANT TO AVAILABILITY OF STATE AND FEDERAL GRANT FUNDS.

THIS CONTRACT IS BEING ISSUED WITH THE FOLLOWING STIPULATION:

THE TOTAL AMOUNT OF THIS CONTRACT WILL BE PAID ON A QUARTERLY BASIS UNTIL THE LAST QUARTER, WHEN ANY ADJUSTMENTS DUE TO ANY CUTBACKS IN GRANT FUNDING WILL BE MADE.

REPORTS

REPORTS, BOTH PROGRAMMATIC AND FISCAL, ARE DUE ON A MONTHLY AND QUARTERLY BASIS AS NEEDED FOR PROGRAMS UNDER TITLE III, AND ARE DUE FIVE WORKING DAYS AFTER THE FIRST OF EACH MONTH. PROGRAM COORDINATORS ARE TO GIVE A QUARTERLY NARRATIVE REPORT ON THE PROGRESS OF THE PROGRAM.

MONITORING:

THERE WILL BE ONE DOCUMENTED FORMAL MONITORING VISIT EACH YEAR FOR PROGRAMMATIC EVALUATION AND ONE FOR FISCAL ACCOUNTABILITY.

MEETINGS:

THERE WILL BE FOUR MANDATORY MEETINGS FOR SERVICE PROVIDERS DURING THE CONTRACT YEAR.

CLIENT SURVEY

ALL PROGRAM COORDINATORS ARE TO SURVEY PERSONS WHO HAVE BEEN BENEFICIARIES OR RECIPIENTS OF SERVICES IN ORDER TO GAIN INFORMATION ON THE PROBLEMS OF THE POPULATION, AS WELL AS THEIR SATISFACTION WITH

THE SERVICES RECEIVED. COMPLETED SURVEYS AND SUMMARIZATION OF FINDINGS MUST BE FORWARDED TO THE OFFICE ON AGING ANNUALLY.

THE PARTIES HERETO ACKNOWLEDGE THAT THIS GRANT AGREEMENT NUMBERED 034 CONSISTS OF 18 PAGES NUMBERED CONSEQUENTLY.

IN WITNESS THEREOF, THE COUNTY AND THE GRANTEE HAVE EXECUTED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

GRANTEE Gloucester County College
1400 Tanyard Road
Sewell, NJ 08080

BY: _____
(Name) _____ Date _____
(Title) _____

GRANTOR:

COUNTY OF GLOUCESTER
BOARD OF CHOSEN FREEHOLDERS

BY: _____ Date _____

NAME: Robert M. Damminger

TITLE: DIRECTOR, GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS

ATTEST:

CLERK OF THE BOARD

THIS AGREEMENT made on this _____ day of _____, _____.

E1

**RESOLUTION AUTHORIZING EXECUTION OF ALL DOCUMENTS
PERTAINING TO THE TITLE XX SOCIAL SERVICES FOR THE HOMELESS
2013 GRANT CONTRACT AND ACCEPTANCE OF THE GRANT FUNDS IN
AN AMOUNT NOT TO EXCEED \$29,331.00**

WHEREAS, it is desirous of the County of Gloucester to accept this agreement with the NJ Department of Children and Families, Division of Youth and Family Services which provides one-time housing or utility assistance payments for certain low income households to prevent homelessness; and

WHEREAS, the grant agreement is for the period January 1, 2013 to December 31, 2013; and

WHEREAS, the funds to be received from the State of New Jersey, Department of Children and Families, Division of Youth and Family Services is for an amount not to exceed \$29,331.00.

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

1. That the Freeholder Director is hereby authorized to execute all documents pertaining to the Title XX Social Services for the Homeless 2013 grant agreement for the period January 1, 2013 to December 31, 2013, and to accept the grant funds in an amount not to exceed \$29,331.00.
2. That the County hereby acknowledges that it shall comply with all applicable regulations of the granting authority as referred to above, and shall utilize said grant funds pursuant to the terms of the agreement between the County of Gloucester and the New Jersey Department of Children and Families, Division of Youth and Family Services for the hereinabove purposes.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on February 6, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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



E1

BOARD OF
CHOSEN FREEHOLDERS

COUNTY OF GLOUCESTER
STATE OF NEW JERSEY

FREEHOLDER DIRECTOR
Robert M. Damminger

FREEHOLDER LIAISON
Vincent H. Nestore Jr.

TO: Hazel Porter

DEPARTMENT: Div. of Social Services

GRANT TITLE: Homelessness Assistance Program

DATE: January 25, 2013



DEPARTMENT OF HUMAN
SERVICES

DIRECTOR
Lisa A. Cerny

P.O. Box 337
Woodbury, NJ 08096

Phone: 856.384.6870
Fax: 856.384.0207

lcerny@co.gloucester.nj.us

www.gloucestercountynj.gov

CERTIFICATION LETTER

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

REVIEWED BY: [Signature]

REVIEWED BY: [Signature]
Grants Coordinator

FREEHOLDER MEETING: February 6, 2013

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

Program: Homeless Assistance (HA)

GENERAL
CONTRACT
INFORMATION

**STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT**

ANNEX A - CONTRACT SUMMARY SHEET

Provider Agency Gloucester County Div of Soc Services **Contract #** HA13015
Mailing Address 400 Hollydell Drive **Federal ID** 21-6000660
Sewell
New Jersey 08080
Telephone Number 856 - 582 -9200
Provider Agency Fiscal Year End 12/31/13

Contract Effective Date 1/1 **to** 1/31/13 **Contract Ceiling** \$29,331

Organization Type

County	<input checked="" type="checkbox"/>	
Municipal (i.e. School)	<input type="checkbox"/>	
Private, Non-Profit	<input type="checkbox"/>	
Private, For-Profit	<input type="checkbox"/>	% Indicate % of profit charged towards contract
Faith-Based	<input type="checkbox"/>	
Hospital-Based	<input type="checkbox"/>	

Chief Executive Officer Edward Smith
Title Superintendent
Mailing Address 400 Hollydell Drive
Sewell
New Jersey 08080
Telephone Number 856 - 256 -2105
Fax Number 856 - 582 -6587
E-Mail Address esmith@co.gloucester.nj.us

All notices relevant to this contract should be sent to:

Name & Title Hazel Porter
Mailing Address 400 Hollydell Drive
Sewell
New Jersey 08080
Telephone Number 856 - 256 -2270
Fax Number 856 - 256 -2885
E-Mail Address hporter@co.gloucester.nj.us

**STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT**

INSTRUCTIONS FOR COMPLETING THE CONTRACT PACKAGE

The Annex A is an important part of your contract because it explains your program and emphasizes the improvements you and your staff are trying to make in the lives of your customers. In addition, it serves as the basis for evaluation and planning.

It is in our mutual interest to have an Annex A that clearly and concisely communicates key information about your program.

The Annex A and Annex B / Annex B2 must be consistent in the information presented.

Do not include organizational tabs, dividers or separation sheets.

Refer to the renewal/award letter for any additional documents and information required to complete the Annex A.

Enter the contract identification number assigned to your contract in the Award or Renewal Letter where requested.

Contract Summary Sheet

Provider Agency: Enter the legal name of the Managing Agency. This is the name that will identify your contract on all correspondence and reporting documents.

Contract Number: Enter the Contract Number as stated in the contract Award or Renewal Letter.

Mailing Address: Enter the mailing address of the Managing Agency

Federal Identification Number: Enter the Federal Identification Number assigned to the Managing Agency.

Telephone Number: Enter the area code and telephone number of the Managing Agency.

Provider Agency Fiscal Year: Enter the provider agency's fiscal year.

Contract Effective Dates: Enter the contract start and end dates as indicated in the Renewal Letter.

Contract Ceiling: Enter the dollar amount of the contract ceiling as stated in the Renewal Letter.

Organization Type: Check the type of organization entering into the contract.

Chief Executive Officer: Enter the name of the person responsible for all contract operations as designated by a resolution of the governing body.

Title: Enter the title of the Chief Executive Officer of the Managing Agency.

Enter the mailing address, telephone number, fax number, and e-mail address of the Chief Executive Officer of the Managing Agency.

All notices relevant to this contract should be sent to: Enter the name, title, mailing address, area code and telephone number, fax number and e-mail address of the person identified at the Managing Agency to receive contract materials

The following are the required documents for this contract:

I. Standard Language Document

Two original signatures are required. Obtain the authorized signature on two copies of this document. When the contract is fully executed, an original will be returned to the contract agency.

II. Subcontracts Requirements

Counties are required to follow the local public contract law. Signed subcontracts will be sent to DFD within 15 calendar days of signing the subcontracts.

Subcontracts should contain the following sections:

▪ **General Terms and Conditions**

This contract must be written so that it does not contradict or compromise any of the language of this Contract.

▪ **Program Description**

▪ **Level of Service**

▪ **Budget**

III. Annex A

Narrative and program requirements are defined on subsequent pages.

IV. Annex B: Contract Expense Summary and Detail

Complete detailed instructions for the Annex B may be found in Section IV of the "Contract Reimbursement Manual". The manual may now be found on line at www.state.nj.us/humanservices/ocpm Subcontracts are to be shown under "F, Other". If services are directly provided by the contracted agency then line item i.e. personnel, materials and supplies, etc, detail is required in the Annex B.

V. All other required contract documents per the checklist.

PAYMENT METHOD

All contracted agencies will receive contract payments equal to one quarter of the DFD contract ceiling beginning in the first month of the contract. For example, a January contract will receive payments in January, April, July and the final payment in October. If your agency has enrolled in the ACH payment system, contract installment payments will be wired directly to the bank.

Fiscal Reporting Requirements

Fiscal reporting is required on a **quarterly** basis combining subcontracted and direct Agency expenditures. The Annex B must be submitted with expenditures reported on a cumulative basis by the **20th of the following month** following each calendar quarter to the **Contract Fiscal Unit**. Reimbursement, after the initial payment when the contract is fully executed, will occur subsequent to the submission of the expenditure report for the previous quarter.

The expenditure reports must contain an original signature of the fiscal officer designated by the county for this program. The Final Report of Expenditures is due 120 days after the end of the contract period. This document is to be sent to:

Division of Family Development
Contract Administration/Fiscal Unit
PO Box 716
Trenton, New Jersey 08625

Please Note: It is extremely important this report is submitted on a timely and accurate basis. Failure to do so could result in possible fiscal penalties during your contract or recoupment of contract funding upon closeout of your contract.

Refer to specific program reporting requirements in the Section 2 that follows.

**STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT
REQUIRED CONTRACT DOCUMENTS**

CONTRACT ADMINISTRATOR: Jennie Goodman

CONTRACT NUMBER: HA13015

NAME OF AGENCY: Gloucester Co Div. of Social Services

CONTRACT PERIOD: 1/1 TO 12/31/13

The checklist must be completed and returned with all documents prior to contract approval. Specificity as it relates to number of copies and any additional Division/Office documentation to be submitted will be forwarded with the renewal/award letter by your Contract Administrator. Forms that are not included in the following pages, can be found by accessing the website at www.state.nj.us/humanservices/dfd/info and clicking on the link to 'Contract and RFP Information'.

	Document	Required with first Contract and as Amended	Required Annually and as Amended Checklist	Required on-site Doc Verif Sheet	Check if submitted with package
1. Contract Documents					
A.	Standard Language Document with original signature (additional copies requested must also have original signature)		3 copies		<input checked="" type="checkbox"/>
B.	Annex A (includes Section 2 for each program funded)		3 copies		<input checked="" type="checkbox"/>
C.	Annex B – Budget Form (Expense Summary, Detail and Schedules 1- 6) or Annex B-2		3 copies		<input checked="" type="checkbox"/>
D.	Public Law 2005, Chapter 92 (formerly known as Executive Order 129) Source Disclosure Certification Form		•		<input checked="" type="checkbox"/>
E.	Federal Funding Accountability and Transparency Act (FFATA) of 2006 Contractor Compliance Registration (CCR) Attestation Form (regarding DUNS number)	•		•	<input type="checkbox"/>
F.	Renewal printout from the Central Contractor Registry (CCR) website (www.bpn.gov/ccr/default.aspx)		•		<input type="checkbox"/>
2. Agreements					
G.	Subcontract/Consultant Agreement(s)		•		<input type="checkbox"/>
H.	Private/Public Donor Agreement (s) for Match Responsibilities (see separate link)		•		<input checked="" type="checkbox"/>
I.	HIPAA Business Associate Agreement (see separate link)		•		<input type="checkbox"/>
J.	A copy of the Acknowledgement of Receipt of the New Jersey State Policy and Procedures returned to the DFD Office of the EEO/AA			•	<input type="checkbox"/>
3. Insurances/Licenses/Certificates					
K.	Liability Insurance Declaration Page and/or Malpractice Insurance		•		<input checked="" type="checkbox"/>
L.	Bonding Certificate		•		<input type="checkbox"/>
M.	Applicable Licenses (professional license related to job responsibilities)		•	•	<input type="checkbox"/>
N.	Current Affirmative Action Certificate or copy of renewal application sent to Treasury (AA302 – Affirmative Action Employee Information Report)		•		<input type="checkbox"/>
O.	Health/Fire Certificates	•		•	<input type="checkbox"/>
P.	Certificate of Occupancy or Continued Certificate of Occupancy	•		•	<input type="checkbox"/>
Q.	Lease or Mortgage	•		•	<input type="checkbox"/>
R.	Certificate of Incorporation	•		•	<input type="checkbox"/>
S.	New Jersey Business Registration Certificate with the Division of Revenue (Public Law 2001, Chapter 134)	•		•	<input type="checkbox"/>

	Document	Required with first Contract and as amended	Required Annually and as Amended Checklist	Required on-site Doc Verif Sheet	Check if submitted with package
4. Documents Required for Non Profit Agencies and as applicable for Profit Agencies					
T.	Dated List of Names, Titles, Addresses, and Terms of Board of Directors		•		<input checked="" type="checkbox"/>
U.	Copy of the most recently approved Board Minutes			•	<input type="checkbox"/>
V.	Agency By-Laws	•			<input type="checkbox"/>
W.	Tax Exempt Certification	•			<input type="checkbox"/>
X.	Form 990 – Return of Organization Exempt From Income Tax		•		<input type="checkbox"/>
5. Documents Required for Profit Agencies only					
Y.	U.S. Corporation Income Tax Return, Form 1120			•	<input type="checkbox"/>
Z.	Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions (formerly known as Executive Order 134) and copy of NJ Business Registration Certificate (see separate link)		bi-annual		<input type="checkbox"/>
AA.	Ownership Disclosure Form	•			<input type="checkbox"/>
6. Agency Policies and Organizational Information					
BB.	Organizational Chart			•	<input type="checkbox"/>
CC.	Personnel Manual (including job descriptions of staff) and Employee Handbook			•	<input type="checkbox"/>
DD.	Affirmative Action Policy/Plan			•	<input type="checkbox"/>
EE.	Conflict of Interest Policy and Attestation Form			•	<input type="checkbox"/>
FF.	Procurement Policy			•	<input type="checkbox"/>
GG.	Equipment Inventory (items purchased with DFD funds)		•		<input type="checkbox"/>
7. Audit					
HH.	Notification of Licensed Public Accountant (NLPA) - include copy of Accountant's Certification (see separate link)		•		<input type="checkbox"/>
II.	Copy of Audit		•		<input type="checkbox"/>
8. Other Supporting Documents					
JJ.	Annual Report to Secretary of State			•	<input type="checkbox"/>
KK.	Annual Report – Charitable Organizations			•	<input type="checkbox"/>
LL.	ACH – Credit authorization for automatic deposits (for new requests only)	•			<input type="checkbox"/>
MM.	W-9 Form (for new Agencies only)	•			<input type="checkbox"/>
9. Additional Division/Office Specific Forms					
1.					<input type="checkbox"/>
2.					<input type="checkbox"/>
3.					<input type="checkbox"/>
4.					<input type="checkbox"/>

The contracted agency agrees to submit, to the DFD Contract Administrator, any and all changes regarding the information presented in these documents during the term of the contract. All documents should be current and reflect the approval of the agency's Board of Directors, when applicable.

**DFD OFFICE OF CONTRACT ADMINISTRATION
CONTRACT CHECKLIST**

CONTRACT ADMINISTRATOR:	Jennie Goodman	CONTRACT NUMBER:	HA13015
NAME OF AGENCY:	Gloucester County Division of Social Services	CONTRACT PERIOD:	1/1 to 12/31/13

PROVIDER INSTRUCTIONS:

Documents can be accessed by clicking on the links. This form must be completed and returned with all documents prior to Contract Approval. Please note that this checklist and all documents listed below **MUST** be returned with the contract package.

	Document	Number of copies to be submitted	Please check if submitted with package	If not submitted with package, indicate anticipated date of submission
A	Two complete copy of DHS Standard Language Document, with 2 copies of signatures pages (page 15)	2	<input checked="" type="checkbox"/>	
B	Executive Order 129	1	<input checked="" type="checkbox"/>	
C	Standardized Board Resolution indicating who is authorized to sign: Contracts and Checks	1	<input checked="" type="checkbox"/>	
D	Signed Document Verification Sheet	1	<input type="checkbox"/>	
E	Annex A	3	<input checked="" type="checkbox"/>	
F	Annex B –Budget Form (Expense Summary, Details and Schedules 1-6)	3	<input type="checkbox"/>	
G	Liability Insurance	1	<input checked="" type="checkbox"/>	
H	Bonding Certificate	1	<input type="checkbox"/>	
I	Names, Titles, Addresses and Terms of Board of Directors	1	<input checked="" type="checkbox"/>	
J	Copy of Audit (refer to policy number P7.06)	1	<input type="checkbox"/>	
K	Current Affirmative Action Certificate or copy of renewal application sent to Treasury (AA302)	1	<input type="checkbox"/>	
L	Chapter 51, Public Law 2005—This is applicable to For Profit Agencies only	1	<input type="checkbox"/>	
L	W-9 Form (for New Agencies only)	1	<input type="checkbox"/>	
M	ACH – Credit authorization for automatic deposits (for new requests only)	1	<input type="checkbox"/>	

Revised 7/17/08

**NEW JERSEY DEPARTMENT OF HUMAN SERVICES
DIVISION OF FAMILY DEVELOPMENT**

DOCUMENT VERIFICATION SHEET

HA13015
Contract Number

1/1 TO 12/31/13
Contract Period

The contracting provider agency hereby certifies that the following documents are **on file and are available** to the Division of Family Development (DFD) for review. The contracting provider agency also agrees that it will inform the DFD contract administrator of any and all changes involving these documents that may occur during the term of the contract. All documents should be current and reflect board approval.

Please do not submit documents listed below with renewal package.

<u>Please Check as Appropriate</u>	<u>On File</u>	<u>Not Applicable</u>
1. Certificate of Incorporation	<input type="checkbox"/>	<input type="checkbox"/>
2. Annual Report to Secretary of State	<input type="checkbox"/>	<input type="checkbox"/>
3. Annual Report-Charitable Organization	<input type="checkbox"/>	<input type="checkbox"/>
4. Agency By-Laws	<input type="checkbox"/>	<input checked="" type="checkbox"/>
5. Organization Chart	<input type="checkbox"/>	<input type="checkbox"/>
6. Conflict of Interest Policy	<input type="checkbox"/>	<input type="checkbox"/>
7. Personnel Manual (including current job descriptions for staff)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
8. Tax Exempt Certification, Form 990	<input type="checkbox"/>	<input type="checkbox"/>
9. U.S Corporation Income Tax Return, Form 1120	<input type="checkbox"/>	<input type="checkbox"/>
10. List of all Contracts/Grants	<input type="checkbox"/>	<input type="checkbox"/>
11. Procurement Policy (CRM, 2.3)	<input type="checkbox"/>	<input type="checkbox"/>
12. Equipment Inventory (items purchased with DHS funds)	<input type="checkbox"/>	<input type="checkbox"/>
13. Subcontracts or Consultant Agreements (related to DHS Contracts)	<input type="checkbox"/>	<input type="checkbox"/>
14. Certificate of Occupancy or Continued Certificate of Occupancy	<input type="checkbox"/>	<input type="checkbox"/>
15. Lease (s) or Mortgage	<input type="checkbox"/>	<input type="checkbox"/>

I hereby certify that all documents are current and are available for review.

Edward Smith
Agency Director (Please Print or Type)

Edward Smith
Agency Director's Signature

Gloucester County Division of Social Services
Agency

1-23-13
Date

EXECUTIVE ORDER 129 CERTIFICATION
SOURCE DISCLOSURE CERTIFICATION FORM

Bidder: _____ Solicitation Number: _____

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Bidder.

The Bidder submits this Certification as part of a bid proposal in response to the referenced solicitation issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of Executive Order 129, issued by Governor James E. McGreevey on September 9, 2004 (hereinafter "E.O. No. 129").

The following is a list of every location where services will be performed by the bidder and all subcontractors.

Bidder or Subcontractor	Description of Services	Performance Location(s) by Country

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

I understand that, after award of a contract to the Bidder, it is determined that the Bidder has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Bidder shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Bidder in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Bidder: _____
 Name of Organization or Entity

By: _____ Title: _____
 Print Name _____ Date: _____

STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT

STANDARDIZED BOARD RESOLUTION FORM

Supporting Information for Contract #: HA13015

Contract Period: 1/1/13 to 12/31/13

Agency: Gloucester County Division of Social Services

Certification:

We certify that the information contained in, or attached to, this contract document is accurate and complete.

Robert M. Damminger
Freeholder Director
(Original signature)

Date

Executive Director
(Original signature)

Date

Please List Authorized Signatories for contract documents, checks, and invoices:
(List full name and title)

Robert M. Damminger
Name

Freeholder Director
Title

Name

Title

Name

Title

STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT

STANDARDIZED BOARD RESOLUTION FORM

Supporting Information for Contract #: HA13015

Contract Period: 1/1/13 to 12/31/13

Agency: Gloucester County Division of Social Services

Certification:

We certify that the information contained in, or attached to, this contract document is accurate and complete.

Robert M. Damminger
Freeholder Director
(Original signature)

Date

Executive Director
(Original signature)

Date

Please List Authorized Signatories for contract documents, checks, and invoices:
(List full name and title)

Robert M. Damminger
Name

Freeholder Director
Title

Name

Title

Name

Title

STATE OF NEW JERSEY

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains ____ pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: _____
(signature)

BY: _____
(signature)

Robert Damming
(type name)

(type name)

TITLE: Freeholder Director
(type)

TITLE: _____
(type)

PROVIDER Gloucester County
AGENCY: Div of Soc Services
(type)

DEPARTMENTAL
COMPONENT: Human Services
(type)

DATE: _____

DATE: _____

Contract Effective Date: 1/1/2013

Contract Expiration Date: 12/31/2013

Contract number: HA13015

Contract Ceiling: \$29,331

Federal ID#: 21-6000660

Provider Contact Individual: Hazel Porter
(Print Name)

STANDARDIZED BOARD RESOLUTION FORM

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check one):

- A. A covered entity (as defined in 45 CFR 160.103)
- B. A non-covered entity and has executed a DFD Business Associate Agreement (BAA) last dated _____.
- C. A non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Department's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees to notify the Department of *any change* in its BAA Status and provide the appropriate information within 10 business days.

2. Legal Advice

The Board acknowledges that the Division of Family Development does not and will not provide legal advice regarding the contract or any facet of its relationship with the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Division of Family Development.

3. Public Law 2005, Chapter 51

The Board agrees that the Public Law 2005, Chapter 51 (formerly known as Executive Order 134) compliance forms submitted with the contract are accurate.

4. Public Law 2005, Chapter 92

The Board agrees that the Public Law 2005, Chapter 92 (formerly known as Executive Order #129) compliance forms submitted with the contract are accurate.

STANDARDIZED BOARD RESOLUTION FORM

The Board endorses the following commitments as defined in this document:

1. Health Insurance Portability and Accountability Act (HIPAA)*

Specific to HIPAA (Health Insurance Portability and Accountability Act), the above noted Provider Agency is either (check one):

- A. A covered entity (as defined in 45 CFR 160.103)
- B. A non-covered entity and has executed a DFD Business Associate Agreement (BAA) last dated _____.
- C. A non-covered entity that will not be receiving or sharing personal health information.

Once executed, the BAA will be included in the Department's official contract file. The BAA *will be considered applicable indefinitely* unless there is a change in the Provider Agency's status, information or the content of the BAA, in which case it is the responsibility of the contracted Provider Agency to revise the BAA.

The Board agrees to notify the Department of *any change* in its BAA Status and provide the appropriate information within 10 business days.

2. Legal Advice

The Board acknowledges that the Division of Family Development does not and will not provide legal advice regarding the contract or any facet of its relationship with the Provider Agency. The Board further acknowledges that any and all legal advice must be sought from the Provider Agency's own attorneys and not from the Division of Family Development.

3. Public Law 2005, Chapter 51

The Board agrees that the Public Law 2005, Chapter 51 (formerly known as Executive Order 134) compliance forms submitted with the contract are accurate.

4. Public Law 2005, Chapter 92

The Board agrees that the Public Law 2005, Chapter 92 (formerly known as Executive Order #129) compliance forms submitted with the contract are accurate.

PUBLIC DONOR AGREEMENT

AGREEMENT between N/A (the "Provider Agency") and N/A (the "Donor").

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated to administer or supervise the administration of social service programs, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the Provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated by a public donor in the form of cash or In-Kind Contributions (as defined below) may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a donation to support social services;

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. Definitions – For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:
 - A. Donated Resources means the total donation made by the Donor as match. Donated Resources may include cash donations and/or In-Kind Contributions.
 - B. In-Kind Contributions means property or services (except the services of volunteers) which benefit the contract program and which are contributed by a public entity without charge to the Provider Agency. Included as In-Kind Contributions are public contributions formerly designated as CCE (Certified Cash Expenditures). All In-Kind Contributions under this agreement are listed as Attachment A to this agreement.
2. Term – This agreement shall begin on 1/1/13(date), and shall terminate on 12/31/13 (date), barring any outstanding obligations of either party.
3. Donated Resources – The Donor agrees to provide Donated Resources in an amount totaling \$-0- to the Provider Agency.
4. Provision of Donated Resources – During the term of this agreement, Donated Resources shall be contributed by the Donor to the Provider Agency as follows:

Payment (s)	Date Due	Cash	In-Kind*	Total
	TOTAL	0	0	0

* See Attachment A for In-Kind Contributions.

5. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 6 of this agreement, all Donated Resources contributed in cash to the Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency. The Donor understands that if any portion of the donation is made as In-Kind Contributions, Attachment A to this agreement will be submitted with the agreement to vouch for the validity of these costs.

6. Donor’s Restrictions – The Donor restricts the use of Donated Resources as follows

Type of Service: _____
 Service Contract Title: _____
 Service Contract #: _____

7. Provider Agency’s Obligations – In consideration of the resources donated, the provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 6 of this agreement. The Provider Agency represents that the opportunity to honor the Donor’s restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 6 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

8. Donor’s Obligation – It is the Donor’s obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 4 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 4 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

The Donor’s obligation to provide the Donated Resources as specified in paragraph 4 of this agreement shall not be contingent upon the Donor’s ability to produce sufficient In-Kind Contributions. The Donor agrees that if sufficient In-Kind Contributions are not available to meet its obligation to the Provider Agency, the balance of the donation will be paid in cash before this agreement terminates.

In cases in which In-Kind Contributions are made, the Donor agrees to submit to the Provider Agency monthly written reports attesting to the value of the In-Kind Contributions as they are applied to the social service program. The Donor understands that this report is required by the State agency as documentation of program expenses.

9. Donor's Representations – The Donor represents that the Donated Resources are not currently being used to match expenditures in another program.

In cases in which In-Kind Contributions are made, the Donor also represents that the value of the In-Kind Contributions listed in Attachment A to this agreement fairly represents their value to the social service program.

10. Indemnification – The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

11. Audit – The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government.

The Donor understands that such an audit may include the sources of cash and/or In-Kind Contributions. The Donor further understands that it is responsible for maintaining sufficient documentation to support each kind of donation.

12. Entire Agreement – This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

BY: _____
Signature of Donor's Authorized Representative

BY: _____
Signature of the Provider Agency's Authorized Representative

NAME: _____
TITLE: _____
DONOR: _____
DONOR ADDRESS: _____
PHONE NUMBER: _____
DATED: _____

NAME: Edward Smith
TITLE: Superintendent
PROVIDER AGENCY: Gloucester Co Div of Social Services
PROVIDER ADDRESS: 400 Hollydell Drive Sewell, NJ 08080
PHONE NUMBER: 856-256-2105
DATED: 1/18/13

Donor Agreement # HA13015**Attachment A****In-Kind Contributions**

List the total In-Kind Contributions applicable to each budget category. A detailed description of the In-Kind for each budget category is to be attached.

A.	Personnel Services	0	0
B.	Consultants and Professional Fees	0	0
C.	Materials and Supplies	0	0
D.	Facility Costs	0	0
E.	Specific Assistance to Clients	0	0
F.	Other	0	0
TOTAL IN-KIND CONTRIBUTIONS		N/A	N/A

Donor Agreement #

PRIVATE DONOR AGREEMENT

AGREEMENT between N/A (the "Provider Agency") and N/A (the "Donor").

WHEREAS the New Jersey Department of Human Services (the "Department") has been duly designated to administer or supervise the administration of social service programs, as defined in the New Jersey State plans for social services; and

WHEREAS the Department desires that the Provider Agency deliver services and the Provider Agency has agreed to deliver services; and

WHEREAS the Department's policies establish that resources donated from private sources may, under certain conditions, be used as match in the provision of social services; and

WHEREAS the Donor wishes to make a cash donation to support social services:

THEREFORE, the Provider Agency and the Donor agree to the following terms and conditions:

1. Term – This agreement shall begin on 1/1/13, and shall terminate on 12/31/13, barring any outstanding obligations of either party.
2. Donation – During the term of this agreement the Donor agrees to make a total cash donation of \$-0- ("Donated Resources") to the Provider Agency.
3. Payment of Donated Resources – During the term of this agreement, Donated Resources shall be contributed to the Provider Agency as follows:

Payment (s)	Date Due	Cash	Total
			0
			0
			0
			0
			0
	TOTAL	N/A	N/A

4. Administrative Control of Donated Resources – Except for the allowable Donor restrictions contained in paragraph 5 of this agreement, all Donated Resources contributed to the

Provider Agency under this agreement are donated on an unrestricted basis. This is to ensure that Donated Resources are under the administrative control of the Provider Agency.

5. Donor's Restrictions – The Donor restricts the use of Donated Resources as follows:

Type of Service: _____
Service Contract Title: _____
Service Contract #: _____

6. Provider Agency's Obligations – In consideration of the resources donated, the provider Agency agrees to use the Donated Resources in accordance with the restrictions contained in paragraph 5 of this agreement. The Provider Agency represents that the opportunity to honor the Donor's restrictions in the provisions of social services is available.

It is understood that the provision of services is subject to federal and State laws and administrative regulations and that services will be provided in a manner necessary to ensure compliance.

Upon request from the Donor, the Provider Agency shall make available to the Donor the annex(es) to the service contract specified in paragraph 5 of this agreement. In addition, upon request from the Donor, the Provider Agency shall make available to the Donor its reports to the State agency covering levels of service and program expenditures under the service contract. The Provider Agency shall not release confidential materials or information concerning persons served under the service contract.

7. Donor's Obligation – It is the Donor's obligation to provide the Donated Resources in the amount(s) and as scheduled in paragraph 3 of this agreement. The Donor understands that failure to meet the payment schedule in paragraph 3 of this agreement may result in the Provider Agency being unable to claim sufficient reimbursement to fund its social service program.

8. Indemnification – The Donor indemnifies and holds the Provider Agency harmless for any loss or disallowance of reimbursement that the Provider Agency may suffer due to the inaccuracy of any statement made in this agreement by the Donor.

9. Audit – The Donor agrees to cooperate in any audit of the source of the Donated Resources. An audit may be conducted by or on behalf of the Provider Agency, the Department, or the federal government. The Donor understands that it is its responsibility to maintain sufficient documentation to support the Donated Resources.

10. Entire Agreement – This document contains all the terms and conditions agreed to by the Provider Agency and the Donor. Any amendment or modification of this agreement must be approved by the Department.

BY: _____
Signature of Donor's Authorized
Representative

BY: _____
Signature of the Provider Agency's
Authorized Representative

NAME: _____
TITLE: _____
DONOR: _____
DONOR
ADDRESS: _____
PHONE NUMBER: _____
DATED: _____

NAME: Edward Smith
TITLE: Superintendent
PROVIDER
AGENCY: Gloucester Division of
Social Services
PROVIDER
ADDRESS: 400 Hollydell Drive
Sewell, NJ 08080
PHONE NUMBER: 856-256-2105
DATED: 1/18/13

PRODUCER
Conner Strong & Buckelew
MEL/JIF Underwriting Unit
9 Campus Drive, Suite 16
Parsippany, NJ 08754

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

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

INSURER A: Gloucester County Insurance Commission
INSURER B: New Jersey Counties Excess JIF
INSURER C: Star Insurance Excess Liability
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC	GLOC20133-10	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 250,000 FIRE DAMAGE (Any One Fire) \$ MED. EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	GLOC20133-10	1/1/2013	1/1/2014	COMBINED SINGLE LIMIT (EA accident) \$ 250,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AGG \$
B	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$	NJCE20133-10	1/1/2013	1/1/2014	EACH OCCURRENCE \$ 250,000 AGGREGATE \$
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	GLOC20133-10	1/1/2013	1/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 250,000 E.L. DISEASE - EA EMPLOYEE \$ 250,000 E.L. DISEASE - POLICY LIMIT \$ 250,000
C	OTHER Excess Liab	CP0642058	1/1/2013	1/1/2014	\$5,000,000 Per Occ XS of \$500,000; *
B	WC & Emp Liab	NJCE20133-10	1/1/2013	1/1/2014	\$250,000 Excess of \$250,000
C	WC & Emp Liab	CP0642058	1/1/2013	1/1/2014	\$5,000,000 Per Occ XC of \$500,000; *

DESCRIPTION OF OPERATIONS: ANY ALTERATIONS WILL VOID THIS CERTIFICATE. * \$10,000,000 ANNUAL AGGREGATE
Evidence of insurance. All operations usual to County Governmental Entity as respects to Title XX Social Services for the Homeless 2013 Grant Contract. CLD

CERTIFICATE HOLDER

ADDITIONAL INSURED;INSURER LETTER:

CANCELLATION

Gloucester County Division of Social Services
400 Hollydell Drive
Sewell, NJ 08080

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
NOTIFICATION OF LICENSED PUBLIC ACCOUNTANT***

Provider Agency Name: Gloucester County Division of Social Services
 Address: 400 Hollydell Drive Sewell, NJ 08080
 Contact Individual and Title: Hazel Porter, Administrative Supervisor of Social Work

Telephone No. 856-256-2270 Agency Fiscal Year to be Audited: 2013

Federal ID No. 216-000-660 Charities Registration No.: _____

List All State and Federal Financial Funding During the Fiscal Year Under Audit

<u>Department</u>	<u>Division</u>	<u>Contract No.</u>	<u>Contract Period</u>	<u>Contract Amount</u>
DHS	DFD	HA13015	1/1/13-12/31/13	\$29,331

Use back of form to list additional State and Federal Funding

Licensed Public Accountant (attach photocopy of firm's license to practice, **and most recent external quality control review**)

Firm Name: Petroni & Associates LLC
 Address: 102 High St. W, Suite 100 Glassboro, NJ 08028
 Telephone No.: 856-881-1600 Firm License No.: 20CB00627900
 E-Mail Address: nlp@petroni.com
 Currently Licensed to practice in the State(s) of: New Jersey Expiration Date: 06/30/2015
 Contact Individual and Title: Nick L. Petroni, CPA Managing Member

Certification:

I certify that we are aware of the requirements in DCF.P7.06 and that the audit will comply with this policy.

LPA Signature  Title Managing Member

Audit Report Deficiencies- Does your firm have any outstanding audit reports with deficiencies for any provider agency contracting with any NJ State Department? YES NO

I certify that the above information is accurate. Any inaccurate information may result in termination of your contract with the provider listed above.

Provider Signature _____ Title _____

*This Notification (NLPA) is to be sent to the Department of Children and Families' Office of Auditing with the completed audit report. Although the NLPA form and the audit report shall be submitted together, all of the information in the NLPA form should relate to the subsequent year of the completed audit report. The anticipated completion date should not be more than 120 days after the end of the fiscal year. The Provider Agency and the licensed public accountant should fill out this form to this point in its entirety.

For Use By DCF Office of Auditing

Date Received: _____ Audit Control No.: _____
 Date Verified: _____ By: _____ Licensed: _____
 Division: _____ Approved: Not Approved:

**State Of New Jersey
New Jersey Office of the Attorney General
Division of Consumer Affairs**

THIS IS TO CERTIFY THAT THE
Board of Accountancy

HAS REGISTERED

**Petroni & Associates LLC
NICK L PETRONI
Nick L Petroni
102 W. High Street
Glassboro NJ 08028
FOR PRACTICE IN NEW JERSEY AS A(N): Firm Registration**

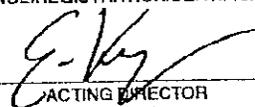
05/01/2012 TO 06/30/2015
VALID



Signature of Licensee/Registrant/Certificate Holder

20CB00627900

LICENSE/REGISTRATION/CERTIFICATION #



ACTING DIRECTOR

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Tuesday, January 22, 2013

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print 

Robert M. Damminger
Giuseppe (Joe) Chila
Lyman Barnes
Vincent H. Nestore, Jr.
Heather Simmons
Adam J. Taliaferro
Larry Wallace

BOARD OF FREEHOLDERS



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SECTION 1

AGENCY INFORMATION

**STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT**

SECTION 1

Agency Information Instructions

Section 1.1: Authorized Signatures

Name and Position: Enter the name and position of the person(s) authorized to sign or be responsible for each transaction listed.

Number of Signatures Required: Enter the number of signatures required for each transaction. Those documents that require a specific number have already been entered.

Section 1.2: Agency/Organization Description

Answer and clearly label all questions as outlined.

Section 1.3: Agency Personnel Information

List core staff whose functions and responsibilities extend across the various contracted programs (i.e. Administrative Staff, CFO, CEO, Clinical Director). Staff listed in this section need not be included in Section 2.4 (each program will require listing of personnel dedicated to the identified program).

Example: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.

Column 1: List full-time and part-time positions funded. List the title of each full-time and part-time position in your agency. Do not include maintenance staff.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours
- Qualifications, including any degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

Note: Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

Contract Number: HA13015

STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT

Annex A
AUTHORIZED SIGNATURES
Section 1.1

List the names and positions of individuals who are authorized to sign the following documents and indicate the number of persons who are required to sign each transaction.

	Name	Position	# of Signatures Required
Contract	1 Robert M. Damminger	Freeholder Director	1
	2		
	3		
Quarterly and Final Financial Reports	1 Tamela Spissell	Fiscal officer	1
	2		
	3		
Contract Modification	1 Robert M. Damminger	Freeholder Director	1
	2		
	3		
Checks	1 Gary Schwarz	Treasurer	
	2		
	3		
Other Contracts and Agreements	1 Robert M. Damminger	Freeholder Director	
	2		
	3		

Submitted by: Hazel Porter 1/18/13

Primary Signatory: _____ Title: Freeholder Director
Robert M. Damminger

Original Signature: _____ Date: _____

**STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT**

**Annex A
AGENCY/ORGANIZATION DESCRIPTION
Section 1.2**

Complete a 1-2 page summary of the organization and its history. Clearly label your answers as outlined below.

- 1. Summarize the agency's purpose and mission.**
 - **Indicate long and short term goals**
 - **Identify the agency's method for goal measurement**

The long and short term goals of the program is to prevent homelessness and to maintain a safe environment for those self-sufficient families or individuals that have met with an unforeseen situation putting them at risk for eviction, utility termination, and lack of heat and/or permanent housing. Providing services to avoid these conditions from taking place is the method of goal measurement.

- 2. Describe the agency's progress toward achieving administrative goals from the previous year. Elaborate upon any administrative, programmatic, or fiscal changes from the previous contract period.**

Agency is requesting an amendment to the eligibility qualifiers from the previous year. For the program to be successful with the goals met, applicants should be able to apply for two (2) services with the ability to receive maximum benefits for the specific service requested. Having failed to secure additional assistance to maintain the housing related issue; program should look to have the applicant **sustain** housing with the services obtained through the program.

- 3. Describe the Agency's self-evaluation process.**
 - **Identify the tools used**
 - **Explain their function in the quality improvement process**
 - **Summarize the results of the evaluation from the previous contract period and the changes the agency implemented in response to the findings**

Program outlined in 2012 allowed for many to request services, but few meet eligibility requirements. Agency did request an amendment to remove the restriction of receiving LiHeap as an eligibility qualifier and this was approved. After evaluating

the needs of the applicants it was determined that the requested changes to the eligibility requirements from 2011 to 2012 was not sufficient. Applicants continued to present with multiple needs but the needs were greater than that of the program guidelines. Applicants had limited income available and this condition remained rendering them unable to maintain, the housing stability that the program was designed to do leaving the applicants at risk.

4. Provide a brief description of the agency's most significant accomplishment to date.

The Gloucester County Division of Social Services is in the business of helping those clients that are eligible for TANF, SSI and GA. This program allows us to extend services to the individuals and families that fall between the cracks. Preventing homelessness, restoring or maintaining utility services, assisting in securing permanent housing and to provide fuel oil is noteworthy of keeping families and individuals intact and self-sufficient.

5. Explain how the agency collaborates and/or networks with other public and private agencies to serve children and families in the community. Elaborate upon agency outreach efforts.

Outreach efforts are facilitated through the county's CEAS and HSAC entities. They are able to disperse information related to the program requirements to community and governmental service providers. Agency staff is aware of the information and shares through interaction with county and state agency personnel. Brochures are created and made available as well.

6. Identify any inter-agency agreements regarding the acceptance of referrals and discharge planning, with respect to the continuum of care. Please include copies of any consultant agreements and/or copies of subcontracts.

There are no written interagency agreements in place. Agency staff is available to discuss referrals with outside entities. Individuals must come into the office to apply complete the necessary application and present the supporting documentation.

7. Cite any staffing patterns, environmental accommodations, and practices employed by the agency that reflect an appreciation and respect for the needs and diversity of the customers served.

When an unusual situation is presented and clients are unable to come to the agency a home visit can be done by staff to complete application and gather documentation. Accommodations are made for those that are hearing impaired and have language barriers. The agency is also handicapped accessible.

8. Describe the agency's approach to staff training and development.

Training and development is primarily done within the agency. Training has been offered on cultural diversity and customer service. Workers can also take advantage of training outside of the agency that is related to job specifications.

**STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT**

**Annex A
CORE AGENCY PERSONNEL INFORMATION
Section 1.3**

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Work Adm Supervisor	Hazel Porter	8:15am	4:45pm	Civil Service	Oversee activities of department staff. Plan, develop and implement work standards, services and procedures for staff
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Work Supervisor	Theresa Taylor	7:30am	4pm	Civil Service	Supervise the work of department staff
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Work Supervisor	Felicita Johns	7:30am	4:45pm	Civil Service	Supervise the work of department staff
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Work Specialist	Barbara Novick	7:30am	4:45pm	Civil Service/Master's Degree	Interview, determines eligibility
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Shirley Anderson	7:30am	3:45pm	Civil Service	Process cases, generate vendor payments
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Christine Jefferson	7:30am	4:45pm	Civil Service	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Thomas Stott	7:30am	4:45pm	Civil Service	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Cecilia Brennan	7:30am	4:45pm	Civil Service	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Stefanie Hasselman	7:30am	4:45pm	Civil Service/Master's Degree	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Celma Lee	7:30am	4:45pm	Civil Service	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Karen Sanders	7:30am	4:45pm	Civil Service	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Human Service Specialist III	Guiselle Spencer	7:30am	4:45pm	Civil Service	"

STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT

Annex A
CORE AGENCY PERSONNEL INFORMATION
Section 1.3

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO		
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Senior Clerk Typist	Linda Wojcik	7:45am	4:15pm	Civil Service	Open case files, process documents for payment purposes
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Keyboarding clerk	Amy Jenkins	8am	4pm	Civil Service	"
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						
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<input type="checkbox"/> FT <input type="checkbox"/> PT						
<input type="checkbox"/> FT <input type="checkbox"/> PT						

SECTION 2

PROGRAM INFORMATION

*The following four parts must be completed
for
each individual
contracted program/component*

Please note that additional requirements or stipulations may be necessary for an identified program and will be forwarded to you, as applicable, by the Division of Family Development, Office of Contract Administration.

(Please Note: Effective 9/2011 Section 2.1 of the Annex A has been removed from the package to facilitate the DFD Resource Directory. This section of the Annex A will be provided to you for completion by DFD Contract Administrators.)

SECTION 2

Program Description and Service Delivery Information

One set is completed for each contracted program/component. Make additional copies as necessary. They can also be downloaded from the Office of Contract Administration website at www.state.nj.us/humanservices/dfd/info and clicking on the link to "Contract".

Section 2.1: Program Name and Service Delivery Information

Please complete the attached section 2.1 form.

Section 2.2: Program Description

Answer and clearly label all questions as outlined.

Note: Questions asked may not be all inclusive. You will be notified of any other Required Program Description and Deliverables for your specific program, as applicable, to complete your contract package.

Section 2.3: Performance Outcomes

This section should be negotiated with the managing Contract Office and program staff, where applicable, prior to inclusion in the contract package.

Section 2.4: Program Personnel Information Sheet

Note: If agency is contracted for 5 programs, and a social worker works in all of these programs, list this person on the core agency personnel sheet (Section 1.3). If the social worker works in only four out of the five programs, do not include this person on the core agency personnel sheet. This staff person will be listed on each of the four relevant program personnel sheets (Section 2.4) which is part of Section 2.

Column 1: List all full-time and part-time positions dedicated to and funded by **each program**. List the title of each full-time and part-time position in your agency. Check appropriate box.

Columns 2 through 5: Complete the remainder of the form by listing for each position, in the appropriate column, the following information:

- Name of employee
- Work hours (general-not specific to program)
- Indicate percentage of employee's compensated time that is dedicated to the program
(*Example: If the employee is a social worker who works for 4 of the 5 agency's funded programs, then the employee's time should be apportioned, as such*)
- Qualifications, including degrees, licenses, certificates, etc. that the employee possesses and which are pertinent to his/her position; and
- The functional job duties of the employee

Note: Staff listed on the personnel information forms (Section 1.3 and Section 2.4) must also be represented on the Annex B budget presentation, when applicable.

Section 2.5: Level of Service Form

A monthly contracted level of service chart is to be completed for each program/component, if applicable. One program might require several LOS forms to be completed which can be downloaded from the website. This will be indicated to you by the Contract Administrator and/or in the renewal/award letter.

The information on this form is usually utilized as a reference/source document when completing reporting forms during the contract term, when required by DFD.

Service Type: Per service dictionary, contact your contract administrator (i.e. individual counseling, residential placement, legal assistance, transportation)

Description of Unit Measurement: Indicate what is being used as the measurement for monthly Contracted Level of Service (LOS), (i.e. beds, rides, sessions, hours)

Number of Contracted Slots/Units: Numbers should reflect unduplicated service counts. Unduplicated service counts refers to the practice of counting a customer receiving services only once within a service cycle.

Refer to Annex B2 and or Renewal/Award Letter for this number. (i.e. # of beds, # of rides, # of sessions, # of hours)

Annualized Units: Equivalent to the Annual Total under Column 3 on chart.

Column 1: Select Month from drop down menu. Month 1 should reflect 1st month of Contract.

Column 2: Indicate Actual Number of Expected Days of Service or Units Per Month.

Column 3: Indicate total Contracted LOS per month, this could be 'Days of Service' multiplied by Number of Contracted Slots/Units per month or equivalent to number listed in Column 2.

Annual Totals: This number will equal annualized number of units to be contracted per program type.

**Division of Family Development
Annex A/Section 2.1
Service Days**

Service to be provided at (enter locations): **Gloucester County Division of Social Services 400 Hollydell Drive Sewell, New Jersey 08080**

Service will be provided as follows (designate time):

	<u>From</u>	<u>To</u>
Sunday	n/a	n/a
Monday	8am	4pm
Tuesday	"	"
Wednesday	"	"
Thursday	"	"
Friday	"	"
Saturday	n/a	n/a

Non-Tradition Hours	n/a
Evening	n/a
Weekend	n/a
Emergency Provisions:	n/a

Services will not be provided on the following occasions:

<u>Date (s)</u>	<u>Occasion*</u>
1/1/13	New Year's Day
1/21/13	Martin Luther King Jr. Day
2/18/13	President's Day
3/29/13	Good Friday
5/27/13	Memorial Day
7/4/13	Independence Day
9/2/13	Labor Day
10/14/13	Columbus Day
11/5/13	Election Day
11/11/13	Veterans Day
11/28/13	Thanksgiving
11/29/13	"
12/25/13	Christmas Day
*County approved holidays	

**OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT**

**Annex A
PROGRAM DESCRIPTION
Section 2.2**

Program Name: Homeless Assistance Program

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

- 1. Provide a brief program/component description and its purpose. The description should reflect the program requirements set forth in the initial RFP and any changes that may have resulted from negotiations.**

The Gloucester County Division of Social Services proposes to utilize the funding from this contract to provide payments to individuals/families from low to moderate income, utilizing the FY 2013 Income Limits Documentation System – Summary for Gloucester County. Households having met with an unforeseen situation that could render the individual/family in a homeless or imminent homeless situation could be eligible for payment(s) as follows:

rent or mortgage arrears (to prevent homelessness);
security deposit (obtain permanent housing);
utility arrears for gas, electric, water/sewer, propane (health and safety);
fuel oil (health and safety).

These payments would be made as a direct payment to a vendor. These services are designed to assist applicants in maintaining self-sufficiency, keeping families intact and maintaining a safe and healthy environment for the household. These funds will allow the families to **sustain** the status of their various housing concern(s) until the situation that brought them to request services is resolved; eliminating homelessness with the receipt of service(s) therefore enabling the applicant to eventually maintain housing.

The Division has identified that clients often present with multiple concerns. For instance, the rent or mortgage is in arrears and there is also pending shut off for utility services. The amount requested is more than program guidelines can offer. Therefore it is requested that an amendment is made for the 2013 contract year to allow clients to request two services for up to the amount for each service as follows:

Program Description cont.

- rent arrears – not to exceed \$1250.00
- mortgage arrears – not to exceed \$2150.00
- utility arrears (including gas, electric, water/sewer) – not to exceed \$800.00
- security deposits – not to exceed \$1750
- fuel oil delivery – not to exceed 100 gallons of fuel at market value

Applicants would be required to:

- document the ability to sustain services to avoid eviction or shut off.
- not receive program assistance for two (2) consecutive years
- not be receiving HUD, SSI, TANF, GA
- must meet the Title XX income guidelines for year FY2013

2. **Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).**
 - **Indicate the program's level of experience with the target population.**
 - **Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the customers the program intends to serve.**
 - **Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.**

The Division has developed an efficient and effective assistance delivery of services over the years which insure an objective, centered approach which is sensitive to the needs of each individual case situation. All eligible applicants will be rendered service without discrimination in an atmosphere of mutual respect.

3. **Detail what the program intends to address through service delivery. State the results the program intends to achieve.**

Payment for housing related emergency services to include rent/mortgage arrears; utility (gas, electric, water/sewer) arrears for restoration of service or prevention of termination; and oil deliveries resulting in the maintenance of permanent housing for the health and safety reasons. This will be a one-time payment payable to the vendor(s) as outlined in program description.

4. **Describe the program service delivery method (i.e. in the community, on site).**

Application will be taken at the Gloucester County Division of Social Services during normal business hours. After review and upon approval, payments will be made as direct payments to vendor(s) for the specific service(s) provided.

5. Detail how customers access services.

- **Cite any physical limitations that might preclude program admission or referral acceptance**
- **Discuss referral procedures and discharge planning with respect to the continuum of care**
- **Cite negative and planned discharge procedures**
- **Indicate specific documents needed for referrals, when applicable**

Applicants can be self-referred or referred from a community based source such as local government agencies, private nonprofit agencies, voluntary or faith based organizations/agencies. Clients must be Gloucester County residents and be able to provide identification verifying this fact. Individuals intending to move from another county into Gloucester County would not qualify for this program. All adult household members must complete and sign a formal application. No individual can receive benefits from this program for two (2) consecutive years.

Applicants would be required to provide the following:

- proof of residency
- documentation of income
- utilities bills indicating a shut off notice
- eviction notice
- foreclosure notice
- documentation of the unforeseen situation causing the present situation
- any other information/documentation related to case approval

Applicants should present with any outstanding funding that this program cannot provide in order to secure assistance. If funds can be obtained from other funding sources, applicant would need to present documentation of approval from the designated funding source.

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

The GCDSS is located at 400 Hollydell Drive Sewell, NJ 08080 and applications will be taken daily during hours of operation without appointment. In certain situations, home visits may be made to accommodate a family/individual with special needs that have been identified. Holiday closings are posted with advance notification. Agency is accessible to mass transit and adheres to ADA requirements for the disabled and handicapped.

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

There are no specific emergency procedures in place for this program. Decisions can be rendered and expedited in order to avoid eviction or to have utility services restored or heating oil purchased. Health and safety concerns will be given priority.

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.

- **Indicate the number of unduplicated customers achieving results.**
- **Indicate how the information was captured and measured.**

Unduplicated case requests/inquiries total 225 for the 2012 year (up to the completion of this document) with approval of 43 payments. The statistics are maintained using an EXCEL data base.

STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT

Annex A
PERFORMANCE OUTCOMES
Section 2.3

Program Name: Homeless Assistance Program

For each program component please identify: goals, objectives, activities, and performance outcomes, using the following definitions and the chart below.

GOALS:

Goals are statements detailing the long term, ongoing aims or intentions of each program component. Goals do not have a specific time limit but are designed to produce the desired results over an extended time period. Achievement of goals may reach beyond the contract period.

OBJECTIVES:

Objectives are statements detailing the desired results of day to day activities. These are short term milestones to be achieved during the contract period. Objectives are reflective of the long term goals of the program component and ideally lead to achievement of those goals. Objectives have defined time limits and measurable results.

ACTIVITIES:

Activities are tasks performed to achieve identified objectives. These should be observable and/or measurable.

PERFORMANCE OUTCOMES:

Performance outcomes are the identified, quantifiable impact results of the program component on the target population. They should be tied to the program goals rather than to each objective or activity. Performance outcomes may be attainable during the contract period or it may be necessary to track their attainment over a longer period of time.

Program Name: Homeless Assistance Program

PERFORMANCE OUTCOMES

GOALS	OBJECTIVES					ACTIVITIES					PERFORMANCE OUTCOMES															
	1.	2.	3.	4.	5.	1.	2.	3.	4.	5.	1.	2.														
1.	To assist clients in sustaining permanent housing					1.	Prevent homelessness	2.	Maintain utility services	3.		4.	5.	1.	Screen and evaluate eligibility	2.	Review & Verify documentation	3.	Make appropriate vendor payments	4.	Notify client and vendor of case status	5.		1.	Keep families intact, fostering self-sufficiency; eliminate health and safety risk factors to families /individuals	
2.						1.		2.		3.		4.	5.	1.		2.		3.		4.		5.		2.		
3.						1.		2.		3.		4.	5.	1.		2.		3.		4.		5.		3.		
4.						1.		2.		3.		4.	5.	1.		2.		3.		4.		5.		4.		
5.						1.		2.		3.		4.	5.	1.		2.		3.		4.		5.		5.		

STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT
 Annex A
PROGRAM PERSONNEL INFORMATION
 Section 2.4

Program Name: Homeless Assistance Program

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Work Administrative Supervisor	Hazel Porter	8:15am	4:45pm	1.5%	Civil Service	Oversight and review of program
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Work Supervisor	Felicita Johns	7:30am	4:45pm	2%	"	Oversight and review of staff functions
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Work Supervisor	Theresa Taylor	7:30am	4pm	2%	"	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Work Specialist	Barbara Novick	7:30am	4:45pm	5%	Civil Service/Master's Degree	Interviews/determines eligibility
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Christine Jefferson	7:30am	4:45pm	2.5%	Civil Service	Determine eligibility and process payments
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Thomas Stott	7:30am	4:45pm	2.5%	Civil Service	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Shirley Anderson	7:30am	4:45pm	2.5%	Civil Service	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Cecilia Brennan	7:30am	4:45pm	2.5%	Civil Servc	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Stefanie Hasselman	7:30am	4pm	2.5%	Civil Service/Master's Degree	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Celma Lee	7:30am	4:45pm	5%	Civil Service	"

**STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT
Annex A
PROGRAM PERSONNEL INFORMATION
Section 2.4 Continued**

Program Name: Homeless Assistance Program (HA13015)

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Social Worker	Karen Sanders	7:30am	4:45pm	2.5%	Civil Service	Same as above
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Human Service Specialist III	Guiselle Spencer	7:30am	4:45pm	2.5%	Civil Service	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Senior Clerk Typist	Linda Wojcik	7:45am	4:15pm	1.5%	Civil Service	"
<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Keybaording Clerk	Amy Jenkins	8am	4pm	1.5%	Civil Service	"
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		

**STATE OF NEW JERSEY
DIVISION OF FAMILY DEVELOPMENT**

**Annex A
LEVEL OF SERVICE
Section 2.5**

Program/Component Name: Homeless Assistance Program
Service Type: Housing
Description of Unit Measurement: Payments for rent, utility and mortgage arrears; security deposit and fuel oil delivery
Number of Contracted Slots/Units: 36
Number of Annualized Units: 3

Numbers should reflect unduplicated service counts

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	21	3
2	February	19	3
3	March	20	3
4	April	22	3
5	May	22	3
6	June	20	3
7	July	22	3
8	August	22	3
9	September	20	3
10	October	22	3
11	November	17	3
12	December	21	3
	ANNUAL TOTALS	184	36

STATE OF NEW JERSEY
DEPARTMENT OF HUMAN SERVICES
ANNEX B-2: CONTRACT RATE INFORMATION SUMMARY

PROVIDER: Gloucester County Division of Social Services

DATE: 1/18/13

CONTRACT #: HA13015

THIS ANNEX B-2 SUPERCEDES THE ANNEX B-2 DATED: _____

FEDERAL I.D.#: 21-6000660

Table with 5 columns: PROGRAM/SERVICE, UNIT OF SERVICE, RATE PER SERVICE UNIT*, TYPE OF RATE, EFFECTIVE PERIOD FROM TO. Row 1: Housing, 36, as per service(s) rendered as outlined in narrative, 1/1 to 12/31/13.

*THESE RATES ARE SUBJECT TO THE CONDITIONS IN SECTIONS II AND III

SECTION II: CONTRACT STIPULATIONS

- A. The service capacity of the Provider Agency is X for the term of this Contract.
B. The Provider Agency shall submit to the Department a () monthly, (X) quarterly, () semi-annual, () annual report...
C. The Provider Agency shall submit to the Department a () monthly, (X) quarterly, () semi-annual, () annual report...
D. Other: (Specify reporting requirements if B and C above are not applicable.)

SECTION III: GENERAL

- A. Limitations: Use of the rate(s) contained in this Annex is subject to any statutory or administrative limitations...
B. Types of Rates:
1. Provisional: a provisional rate is a temporary or interim rate...
2. Fixed: a fixed rate is a permanent rate...
C. Notification of State agencies: Copies of this document may be furnished to other State agencies...
D. Other:

DHS (REV. 1/00)

EQ

RESOLUTION AUTHORIZING APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR THE UNIVERSAL SERVICE FUND (USF) CWA ADMINISTRATION 2013 GRANT AND ACCEPTANCE OF THE AWARD FUNDS IN THE TOTAL AMOUNT OF \$6,969.00

WHEREAS, the NJ Department of Community Affairs provides grant funds to assist with administrative costs to administer the intake and eligibility determination of prospective beneficiaries of the Universal Service Fund, including the accurate input of verified client information into the Family Assistance Management Information System ("FAMIS"); and

WHEREAS, grant agreement #2013-05134-0043-00 for Universal Service Fund ("USF") CWA Administration 2013 shall be for a total amount of \$6,969.00; and

WHEREAS, it would be beneficial to the County of Gloucester to enter into an agreement with the New Jersey Department of Community Affairs for said funds to be utilized for the above purposes.

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

1. That the County of Gloucester does hereby approve and authorize an application and agreement #2013-05134-0043-00 with the NJ Department of Community Affairs for *Universal Service Fund CWA Administration 2013 grant*, and accepts the award of funds on behalf of the Gloucester County Division of Social Services in the total amount of \$6,969.00, for the hereinabove purposes.
2. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall utilize the funds pursuant to the terms of said agreement between the County of Gloucester and the NJ Department of Community Affairs for the hereinabove purposes.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on February 6, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

ED

GRANT/LOAN AGREEMENT

BETWEEN THE

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS**

AND

County of Gloucester

GRANT/LOAN AGREEMENT NUMBER: 2013-05134-0043-00

PROGRAM NAME: Universal Service Fund - CWA Administration 2013

A grant/loan contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant/Loan Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following sections:

- A. Specific Terms and Conditions;
- B. Agreement Budget;
- C. Work Plan

By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the three sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February, 1998. The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the Division funding this grant and/or loan.

RECIPIENT AND DEPARTMENT AUTHORIZED SIGNATURES

The Recipient named below agrees to perform the services as described in the Scope of Services, Section C. of this Grant/Loan Agreement. The provisions of this Grant/Loan Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs and the Recipient.

If this Grant/Loan Agreement including the General Terms and Conditions for Administering a Grant/Loan correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

FOR RECIPIENT USE ONLY:

ACCEPTED AND AGREED TO FOR RECIPIENT:

BY: The Honorable Robert Damming
Freeholder Director
Gloucester County

FOR NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS APPROVAL ONLY:

DEPARTMENT FISCAL APPROVAL OFFICER CERTIFICATION:

BY: Cindy McDowell
Director of Fiscal Services

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS GRANT APPROVAL OFFICER:

BY: Richard E. Constable, III
Commissioner

AGREEMENT DATA SHEET

(X) GRANT () LOAN

PROJECT INFORMATION

FUNDING PROGRAM NAME: **Universal Service Fund - CWA Administration 2013**
 PROJECT TITLE: **2013 Universal Service Fund CWA Administration**
 SERVICE AREA(S): **County of Gloucester**

RECIPIENT INFORMATION

AGENCY NAME: **County of Gloucester**
 ADDRESS: **Court House
 Post Office Box 337
 Woodbury, New Jersey 08096-0000**

CHIEF FINANCIAL OFFICER: **Mr. Gary Schwarz**
 VENDOR ID #: **216000660-99**
 TELEPHONE NUMBER: **(856) 853-3390**
 CHARITIES REGISTRATION #: **EX0000000**
 (Nonprofit Agencies Only)

STATE INFORMATION

DEPARTMENT: **NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**
 DIVISION: **Division of Housing and Community Resources**
 ADDRESS: **101 South Broad Street, 5th Floor
 PO Box 806
 Trenton, NJ 08625-0806**

CONTACT PERSON: **Jose Sanchez**
 TELEPHONE NUMBER: **(609) 984-6670**

FUNDING AMOUNT AND SOURCE OF FUNDS

	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>CFDA #</u>
1 (State Funds)	2013-100-022-8050-B13-FCWA-6130	\$6,969.00	

SUBTOTAL		\$6,969.00	
OTHER FUNDS		\$0.00	
TOTAL		\$6,969.00	

GRANT/LOAN AWARD PERIOD

GRANT/LOAN AWARD PERIOD: **July 01, 2012 THROUGH: June 30, 2013**
 LENGTH OF AWARD PERIOD: **1 Year**
 LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: **September 28, 2013**

PURPOSE OF GRANT/LOAN

This award will provide funding to administer the intake and eligibility determination of prospective beneficiaries of the Universal Service Fund, including the accurate input of verified client information into the Family Assistance Management Information System.

Section A SPECIFIC TERMS AND CONDITIONS

By virtue of the execution of the Grant/Loan Agreement, the Recipient agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant/Loan Agreement provisions are detailed as follows:

1. BONDING AND INSURANCE

Fidelity Bonding:

- Fidelity Bonding with the limit of liability of at least 0.00 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.
- No Fidelity Bonding shall be required.

Insurance(s):

The Department must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after 30 days written notice to the New Jersey Department of Community Affairs.

- Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than \$1 million per occurrence for bodily injury liability and property damage liability.
- Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1 million per occurrence for bodily injury liability and property damage liability.
- Workers' Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than \$100,000.
- Additional Insurance Coverage(s) required:
- No Additional Insurance shall be required.

2. METHOD OF PAYMENT

Advance Payment

- An Advancement of Funds in the amount of \$6,969.00 shall be made.
- No Advancement of Funds shall be made.

Payment Type

Payments shall be made as indicated below:

- Reimbursement payments based on the actual rate of disbursement shall be made
 - Monthly
 - Quarterly
 - Other:
- Other: N/A

Final Payment Withheld

- Final payment of \$0.00 shall be withheld pending receipt of final reports.
- No Final payment shall be withheld.
- Other:

3. BUDGET VARIANCE FLEXIBILITY

Variance of expenditures from budgeted amounts is permitted without a formal amendment to the Grant/Loan Agreement within the following limitations:

- There is no permitted budget flexibility variance between major budget cost categories.
- Within major budget cost categories, there is a maximum allowable budget line item flexibility of 10%. No individual line item expenditures may exceed the amount budgeted for that line item by an amount in excess of 10% of the budgeted amount.
- Under no circumstances may total expenditures exceed the total grant/loan award amount.

Expenditures that exceed these limitations must be authorized via a budget revision approved by the Department. Expenditures incurred that exceed the permitted budget variance flexibility prior to Departmental approval of a revised budget are at risk for being disallowed by the Department.

4. PROJECT INCOME

Project income, if any, shall be:

- Added to project funds to further eligible program objectives; or
- Deducted from Recipient's payment request for allowable costs; or
- Used for the cost-sharing or matching requirement; or
- Returned to the Department.
- Not Applicable.

5. FINANCIAL AND PERFORMANCE REPORTING

Financial Reports - A Fiscal Monitoring Report comparing the Recipient's actual expenditures of the project with the approved Budget included in this Grant/Loan Agreement shall be submitted with each request for payment, except for advance funding, if any. The Fiscal Monitoring Report shall be certified by the Recipient's Chief Financial Officer and submitted to the Department with the State voucher requesting payment.

Performance Reports - A Performance report(s) indicating the progress of the project shall be submitted:

- Monthly
- Quarterly
- Annually
- Other:

Final Report - A final report shall be submitted to the Department no later than 60 days after completion of the grant/loan award period or termination of this Grant/Loan Agreement. Extensions to reporting due dates may be granted upon written request to the Department.

6. AUDIT REQUIREMENTS

- Audit Required.
- Audit Not Required. Recipient must submit to the Department supporting documentation for all grant/loan expenditures.

Audit Costs - The pro rata share of the cost of any required single audit or the cost of a program-specific audit, financial statement audit, or other limited scope audit shall be paid from funds:

- Provided for by this Grant/Loan Agreement.
- Provided by the Recipient from other funding sources.
- Not Applicable.

Additional Schedules - Additional schedules may be requested by the Department, if funding is made available to pay for such additional schedules.

- Additional Supplemental Schedules required as listed below:
- No Additional Supplemental Schedules required.

7. GRANT ADMINISTRATION AUTOMATION

The recipient acknowledges that this agreement is recorded within and administered utilizing DCA SAGE, the *DCA System for Administering Grants Electronically* (<https://njdcasage.state.nj.us/portal.asp>). The recipient agrees to establish SAGE access for recipient staff in sufficient quantity and with sufficient authority to fulfill the requirements of the SAGE system and to assign relevant staff to the SAGE system grant record corresponding to this grant agreement document.

GRANT/LOAN AGREEMENT: 2013-05134-0043-00
PROGRAM: USF CWA Administration 2013
GRANTEE: Gloucester County

Scope of Services

1. The County of Gloucester, through its County Welfare Agency, (hereafter, the Grantee) shall administer and perform the obligations set forth in this grant agreement with the New Jersey Department of Community Affairs (hereafter, the Department) in accordance with the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq. (EDECA or the Act).
2. The Grantee shall use up to \$6,969.00 of grant funds provided under this agreement to:
 - a. Process all requests for Low Income Home Energy Assistance (LIHEAP) check replacements generated through the Family Assistance Management Information System (FAMIS).
 - b. Respond to Client Inquiries regarding the Low Income Energy Assistance Program (LIHEAP) and the Universal Service Fund (USF) and refer clients to the local Community Based Organization administering the Universal Assistance Program Home Energy Assistance program (USFHEA) when updates to the USFHEA database system files are needed.
 - c. Encode the FAMIS document of each applicant for Heating Living Arrangement (a benefits scale that takes into consideration the household's fuel type, income, size, and geographic heating region), including the utility company and account number.
 - d. Review the LIHEAP/USF non-select report, which provides a list of active FAMIS recipients who do not meet the selection criteria for automatic consideration for benefits, generated before the USF season for accuracy and, if file documentation indicates the case was inappropriately non-selected, correct the FAMIS case prior to the first USF automatic processing run.
3. A 100% advance payment of grant funds shall be released to the County upon execution of this agreement.
4. An annual report of activities, collected from the USF/HEA system, will be compiled from the previous year data for the purpose of determining each agency's allocation.

EB

RESOLUTION AUTHORIZING APPLICATION AND AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS FOR THE LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP) 2013 GRANT AND ACCEPTANCE OF THE AWARD FUNDS IN THE TOTAL AMOUNT OF \$10,454.00

WHEREAS, the NJ Department of Community Affairs provides grant funds to assist with administrative costs to administer the intake and eligibility determination of prospective beneficiaries of Low Income Home Energy Assistance (hereinafter "LIHEAP"), including the accurate input of verified client information into the Family Assistance Management Information System ("FAMIS"); and

WHEREAS, grant agreement #2013-05139-0170-00 for LIHEAP CWA Administration 2013 shall be for a total amount of \$10,454.00; and

WHEREAS, it would be beneficial to the County of Gloucester to enter into an agreement with the New Jersey Department of Community Affairs for said funds to be utilized for the above purposes.

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

1. That the County of Gloucester does hereby approve and authorize an application and agreement #2013-05139-0170-00 with the NJ Department of Community Affairs for *LIHEAP CWA Administration 2013 grant*, and accepts the award of funds on behalf of the Gloucester County Division of Social Services in the total amount of \$10,454.00, for the hereinabove purposes.
2. That the Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above, and shall utilize the funds pursuant to the terms of said agreement between the County of Gloucester and the NJ Department of Community Affairs for the hereinabove purposes.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey, held on February 6, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

EB

GRANT/LOAN AGREEMENT

BETWEEN THE

**STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS**

AND

County of Gloucester

GRANT/LOAN AGREEMENT NUMBER: 2013-05139-0170-00

PROGRAM NAME: LIHEAP CWA Administration 2013

A grant/loan contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant/Loan Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following sections:

- A. Specific Terms and Conditions;
- B. Agreement Budget;
- C. Work Plan; and
- D. Program Provisions.

By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the four sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February, 1998. The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the Division funding this grant and/or loan.

RECIPIENT AND DEPARTMENT AUTHORIZED SIGNATURES

The Recipient named below agrees to perform the services as described in the Scope of Services, Section C. of this Grant/Loan Agreement. The provisions of this Grant/Loan Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs and the Recipient.

If this Grant/Loan Agreement including the General Terms and Conditions for Administering a Grant/Loan correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

FOR RECIPIENT USE ONLY:

ACCEPTED AND AGREED TO FOR RECIPIENT:

BY: The Honorable Robert Damminger
Freeholder Director
Gloucester County

FOR NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS APPROVAL ONLY:

DEPARTMENT FISCAL APPROVAL OFFICER CERTIFICATION:

BY: Cindy McDowell
Director of Fiscal Services

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS GRANT APPROVAL OFFICER:

BY: Richard E. Constable, III
Commissioner

AGREEMENT DATA SHEET

(X) GRANT () LOAN

PROJECT INFORMATION

FUNDING PROGRAM NAME: **LIHEAP CWA Administration 2013**
 PROJECT TITLE: **2013 Gloucester County LIHEAP CWA Administration**
 SERVICE AREA(S): **County of Gloucester**

RECIPIENT INFORMATION

AGENCY NAME: **County of Gloucester**
 ADDRESS: **Court House
 Post Office Box 337
 Woodbury, New Jersey 08096-0000**

CHIEF FINANCIAL OFFICER: **Mr. Gary Schwarz**
 VENDOR ID #: **216000660-99**
 TELEPHONE NUMBER: **(856) 853-3390**
 CHARITIES REGISTRATION #: **EX0000000**
 (Nonprofit Agencies Only)

STATE INFORMATION

DEPARTMENT: **NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**
 DIVISION: **Division of Housing and Community Resources**
 ADDRESS: **101 South Broad Street, 5th Floor
 PO Box 806
 Trenton, NJ 08625-0806**

CONTACT PERSON: **Jose Sanchez**
 TELEPHONE NUMBER: **(609) 984-6670**

FUNDING AMOUNT AND SOURCE OF FUNDS

	<u>ACCOUNT NUMBER</u>	<u>AMOUNT</u>	<u>CFDA #</u>
1 (Federal Funds)	2013-100-022-8050-182-FFFF-CTYA-6110	\$10,454.00	93.568

SUBTOTAL		\$10,454.00	
OTHER FUNDS		\$0.00	
TOTAL		\$10,454.00	

GRANT/LOAN AWARD PERIOD

GRANT/LOAN AWARD PERIOD: **October 01, 2012 THROUGH: September 30, 2013**
 LENGTH OF AWARD PERIOD: **1 Year**
 LIQUIDATION OF OBLIGATIONS MUST BE MADE BY: **December 29, 2013**

PURPOSE OF GRANT/LOAN

This award will provide funding to administer the intake and eligibility determination of prospective beneficiaries of the LIHEAP program, including the accurate input of verified client information into the Family Assistance Management Information System.

Section A SPECIFIC TERMS AND CONDITIONS

By virtue of the execution of the Grant/Loan Agreement, the Recipient agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant/Loan Agreement provisions are detailed as follows:

1. BONDING AND INSURANCE

Fidelity Bonding:

- Fidelity Bonding with the limit of liability of at least 0.00 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.
- No Fidelity Bonding shall be required.

Insurance(s):

The Department must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after 30 days written notice to the New Jersey Department of Community Affairs.

- Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than \$1 million per occurrence for bodily injury liability and property damage liability.
- Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1 million per occurrence for bodily injury liability and property damage liability.
- Workers' Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than \$100,000.
- Additional Insurance Coverage(s) required:
- No Additional Insurance shall be required.

2. METHOD OF PAYMENT

Advance Payment

- An Advancement of Funds in the amount of \$10,454.00 shall be made.
- No Advancement of Funds shall be made.

Payment Type

Payments shall be made as indicated below:

- Reimbursement payments based on the actual rate of disbursement shall be made
 - Monthly
 - Quarterly
 - Other:
- Other:

Final Payment Withheld

- Final payment of \$0.00 shall be withheld pending receipt of final reports.
- No Final payment shall be withheld.
- Other:

3. BUDGET VARIANCE FLEXIBILITY

Variance of expenditures from budgeted amounts is permitted without a formal amendment to the Grant/Loan Agreement within the following limitations:

- There is no permitted budget flexibility variance between major budget cost categories.
- Within major budget cost categories, there is a maximum allowable budget line item flexibility of 10%. No individual line item expenditures may exceed the amount budgeted for that line item by an amount in excess of 10% of the budgeted amount.
- Under no circumstances may total expenditures exceed the total grant/loan award amount.

Expenditures that exceed these limitations must be authorized via a budget revision approved by the Department. Expenditures incurred that exceed the permitted budget variance flexibility prior to Departmental approval of a revised budget are at risk for being disallowed by the Department.

4. PROJECT INCOME

Project income, if any, shall be:

- Added to project funds to further eligible program objectives; or
- Deducted from Recipient's payment request for allowable costs; or
- Used for the cost-sharing or matching requirement; or
- Returned to the Department.
- Not Applicable.

5. FINANCIAL AND PERFORMANCE REPORTING

Financial Reports - A Fiscal Monitoring Report comparing the Recipient's actual expenditures of the project with the approved Budget included in this Grant/Loan Agreement shall be submitted with each request for payment, except for advance funding, if any. The Fiscal Monitoring Report shall be certified by the Recipient's Chief Financial Officer and submitted to the Department with the State voucher requesting payment.

Performance Reports - A Performance report(s) indicating the progress of the project shall be submitted:

- Monthly
- Quarterly
- Annually
- Other:

Final Report - A final report shall be submitted to the Department no later than 60 days after completion of the grant/loan award period or termination of this Grant/Loan Agreement. Extensions to reporting due dates may be granted upon written request to the Department.

6. AUDIT REQUIREMENTS

- Audit Required.
- Audit Not Required. Recipient must submit to the Department supporting documentation for all grant/loan expenditures.

Audit Costs - The pro rata share of the cost of any required single audit or the cost of a program-specific audit, financial statement audit, or other limited scope audit shall be paid from funds:

- Provided for by this Grant/Loan Agreement.
- Provided by the Recipient from other funding sources.
- Not Applicable.

Additional Schedules - Additional schedules may be requested by the Department, if funding is made available to pay for such additional schedules.

- Additional Supplemental Schedules required as listed below:
- No Additional Supplemental Schedules required.

7. GRANT ADMINISTRATION AUTOMATION

The recipient acknowledges that this agreement is recorded within and administered utilizing DCA SAGE, the DCA System for Administering Grants Electronically (<https://njdcasage.state.nj.us/portal.asp>). The recipient agrees to establish SAGE access for recipient staff in sufficient quantity and with sufficient authority to fulfill the requirements of the SAGE system and to assign relevant staff to the SAGE system grant record corresponding to this grant agreement document.

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

APPLICATION FOR GRANT FUNDS

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, 'Debarment and Suspension,' the undersigned certifies, to the best of his or her knowledge that as an applicant, this agency or its key employees:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transaction by any Federal Department or agency, or by the State of New Jersey;
- b. have not within a 3-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense, in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transportation; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- d. have not within 3-year period preceding this application had one or more public transactions (Federal, State, or Local) terminated for cause or default.

The applicant agrees that by submitting this application, it will obtain from all its subgrantees a certification that includes without modification paragraphs (a), (b), (c), (d), of this certification in accordance with Federal Executive Order 12549.

<p>NAME OF AGENCY</p> <p>Gloucester County</p>
<p>NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY</p> <p><u>The Honorable Robert Damminger</u> Freeholder Director</p>
<p>NOTE: The following document related to Debarment and Suspension as required by Federal regulations will be used as the basis for completion of this certification:</p> <p>List of <i>parties excluded</i> from Federal Procurement or Non-Procurement Programs. This document is distributed by U.S. General Services Administration, U.S. Office, Washington, D.C. This document can be acquired from the Superintendent of Documents by calling (202) 783-3238.</p>

GRANT/LOAN AGREEMENT:
PROGRAM: LIHEAP CWA Administration 2013
GRANTEE: Gloucester County

Scope of Services

1. The County of Gloucester, through its County Welfare Agency, (hereafter, the Grantee) shall administer and perform the obligations set forth in this grant agreement with the New Jersey Department of Community Affairs (hereafter, the Department) in accordance with the Electric Discount and Energy Competition Act, N.J.S.A. 48:3-49 et seq. (EDECA or the Act).
2. The Grantee shall use up to \$10,454.00 of grant funds provided under this agreement to:
 - a. Process all requests for Low Income Home Energy Assistance (LIHEAP) check replacements generated through the Family Assistance Management Information System (FAMIS).
 - b. Respond to Client Inquiries regarding the Low Income Energy Assistance Program (LIHEAP) and the Universal Service Fund (USF) and refer clients to the local Community Based Organization administering the Universal Assistance Program Home Energy Assistance program (USFHEA) when updates to the USFHEA database system files are needed.
 - c. Encode the FAMIS document of each applicant for Heating Living Arrangement (a benefits scale that takes into consideration the household's fuel type, income, size, and geographic heating region), including the utility company and account number.
 - d. Review the LIHEAP/USF non-select report, which provides a list of active FAMIS recipients who do not meet the selection criteria for automatic consideration for benefits, generated before the USF season for accuracy and, if file documentation indicates the case was inappropriately non-selected, correct the FAMIS case prior to the first USF automatic processing run.
3. A 100% advance payment of grant funds shall be released to the County upon execution of this agreement.
4. An annual report of activities, collected from the USF/HEA system, will be compiled from the previous year data for the purpose of determining each agency's allocation.

#1

**RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND
MAINTENANCE FROM SOFTWARE HOUSE INTERNATIONAL, CORP., THROUGH
STATE CONTRACT NUMBER A77560 FOR AN AMOUNT NOT TO EXCEED
\$50,000.00, FROM JANUARY 1, 2013 TO DECEMBER 31, 2013**

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

WHEREAS, the Gloucester County Prosecutor's Office has a need to purchase computer software and maintenance for the Gloucester County Prosecutor's Office; and

WHEREAS, it has been determined that the Gloucester County Prosecutor's Office can purchase the said software and maintenance from Software House International (SHI), Corp., for through State Contract No. A77560, for an amount not to exceed \$50,000.00 from January 1, 2013 to December 31, 2013; and

WHEREAS, the contract shall be for estimated units of service, for a contract amount not to exceed \$50,000.00; therefore, the contract is open-ended, which does not obligate the Gloucester County Prosecutor's Office to make any purchase and therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that State contract A77560 is hereby authorized for the purchase of computer software and maintenance for the hereinabove purposes, for an amount not to exceed \$50,000.00, from January 1, 2013 to December 31, 2013 .

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

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on February 6, 2013 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

**ROBERT M. DAMMINGER,
FREEHOLDER DIRECTOR**

ATTEST:

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

F2

**RESOLUTION AUTHORIZING A CONTRACT WITH BIMBO FOODS, INC.,
FOR FOOD DELIVERIES TO COUNTY DEPARTMENT OF CORRECTIONAL
SERVICES FOR AN AMOUNT NOT TO EXCEED \$32,000.00 FROM
JANUARY 1, 2013 TO DECEMBER 31, 2013**

WHEREAS, the County of Gloucester has determined that there is a need for certain food delivery to the County of Gloucester Department of Correctional Services; and

WHEREAS, the County of Gloucester has recommended that said services be provided by Bimbo Foods Inc, with offices at 75 McDonald Blvd., Ashton, PA 19014; and

WHEREAS, the contract shall be for an estimated units of service, with a minimum contract amount of Zero and a maximum contract amount of \$32,000.00. The contract is therefore open-ended, which does not obligated the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

WHEREAS, this service related to this contract is the purchase of perishable foods as a subsistence supply and is an exception to the Local Public Contracts Las and described and provided in N.J.S.A. 40A:11-5e; and

WHEREAS, this has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board are hereby authorized to execute the contract between the County of Gloucester and Bimbo Foods Inc., for food delivery to the County of Gloucester Department of Correctional Services for the period beginning January 1, 2013 and concluding December 31, 2013, for a minimum contract amount of zero and a maximum contract amount of \$32,000.00; 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 the time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, February 6, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

F2

**CONTRACT BETWEEN
BIMBO FOODS, INC.
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 1st day of January, 2013, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **BIMBO FOODS, INC.**, (a Pennsylvania Corporation), with offices at 75 McDonald Blvd., Ashton, PA 19014, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for food delivery to the Department of Correctional Services; and

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

WHEREAS, this service related to this contract is the purchase of perishable foods as a subsistence supply and is an exception to the Local Public Contracts Law as described and provided in N.J.S.A. 40A:11-5e; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not made or will not make during the term of the contract a disqualifying contribution.

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

TERMS OF AGREEMENT

1. **TERM.** This Contract shall be effective for the period commencing January 1, 2013 and concluding on December 31, 2013.
2. **COMPENSATION.** Vendor shall be compensated for estimated units of service with a minimum contract amount of zero and a maximum contract amount of \$32,000.00. It is agreed and understood that this is an open-ended contract, requiring the County to purchase only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

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

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

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

3. DUTIES OF VENDOR. The specific duties of the Vendor shall be to provide certain food delivery to the County of Gloucester Department of Correctional Services.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

5. LICENSING. If the Vendor is required to maintain a license 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 the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend.

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

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

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

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

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

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

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

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

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

8. **INDEMNIFICATION.** The Vendor 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 contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Vendor. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

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

11. 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.

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 Vendor shall be suspended without liability for the period during which the County is so prevented.

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

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

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

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

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

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

THIS CONTRACT is dated this 1st day of January, 2013.

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:

BIMBO FOODS, INC.

BY:

(Please Print Name)

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT
BETWEEN THE COUNTY AND CLAYTON FOR THE PROVISION OF
LANDSCAPE DESIGN SERVICES**

WHEREAS, the Borough of Clayton (“Borough”) located in the County of Gloucester, has a need for landscape design services, specifically to design a municipal dog park at Little Ease Park; and

WHEREAS, the County of Gloucester (“County”) employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Borough has requested the County to make its Landscape Design Architect available to the Borough for the provision of such services for the Borough; and

WHEREAS, the County and the Borough desire to enter into an agreement for the purpose of describing the nature of the services to be provided, and the relationship in this context of the parties, consistent with the terms and provisions of the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq., (hereinafter the “Act”); and

WHEREAS, the Act specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board, and the Clerk of the Board, are hereby authorized to execute the Shared Services Agreement made by and between the County of Gloucester and the Borough for the provision of landscape consultation services by the County’s Landscape Design Architect for designing a dog park at Little Ease Park for a period of one year commencing with the date of signed resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, February 6, 2013, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

ROBERT N. DILELLA, CLERK

**SHARED SERVICES AGREEMENT BETWEEN THE
COUNTY OF GLOUCESTER AND THE BOROUGH OF CLAYTON
FOR THE PROVISION OF LANDSCAPE DESIGN SERVICES**

This Uniform Shared Services Agreement ("Shared Services Agreement"), dated this 6th day of February, 2013, by and between the **Borough of Clayton**, a body politic and corporate of the State of New Jersey (hereinafter the "Borough"), and the **County of Gloucester**, a body politic and corporate of the State of New Jersey (hereinafter the "County").

RECITALS

WHEREAS, the Borough, which is located in the County, has need for a Landscape Architect's design services for designing a dog park at Little Ease Park; and

WHEREAS, the County employs a Landscape Design Architect in its Parks and Recreation Department; and

WHEREAS, the Borough has requested that County make its Landscape Design Architect available to the Borough for the provision of such services; and

WHEREAS, the County is willing and able to make its Landscape Design Architect available to the Borough; and

WHEREAS, the Uniform Shared Services and Consolidation Act, N.J.S.A. 40A:65-1, et seq. (hereinafter the "Act"), specifically authorizes local government units, including counties and municipalities, to enter into agreements for the provision of shared services.

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

AGREEMENT

A. DESCRIPTION OF CERTAIN SERVICES.

The County will make available to the Borough its Landscape Design Architect. The Landscape Design Architect will provide landscape design and consultation services to the Borough for designing a dog park at Little Ease Park.

B. NO PAYMENT FROM BOROUGH TO COUNTY.

The services to be provided by the County's Landscape Design Architect will be rendered by a full-time County employee. All other services, materials and the like, will be provided by the Borough. The parties agree that the Borough is not obligated to reimburse the County for the cost of the Landscape Design Architect's services.

C. DURATION OF AGREEMENT.

This Shared Services Agreement shall be effective on the date set forth below in Section G, and shall conclude no later than one (1) year from the effective date.

D. LIMITATION OF DELEGATION; INDEMNIFICATION; INSURANCE.

Neither County nor Borough intends by this Shared Services Agreement to create any agency relationship other than that which may be specifically required by the Act for the limited purpose of the County's Landscape Design Architect providing the services in connection with the project described in this Shared Services Agreement.

Notwithstanding any such agency relationship which may be created by the Act, the Borough hereby specifically agrees to indemnify and hold County harmless with regard to any claim of any kind, and with regard to cost for the same (including, without limitation, counsel fees, experts' costs, court costs and the like), arising out of any act or omission by the Borough and/or any of its agents or employees in connection with the performance of the services which are the subject of this Shared Services Agreement.

The Borough represents that it maintains General Liability and all other necessary and appropriate insurances related to the work to be performed, and the use to be made of the completed project. Simultaneously with the execution of this Shared Services Agreement, the Borough provide the County with Certificates of Insurance for the relevant policies, and shall provide that the County is named as an additional insured on such policies. The said insurance policies and coverage shall be acceptable to the County in its sole discretion.

E. COMPLIANCE WITH LAWS AND REGULATIONS

The Borough agrees that it will at its own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to the performance of the services described in this Shared Services Agreement.

F. MISCELLANEOUS

1. **Amendment.** This Shared Services Agreement may not be amended or modified for any reason without the express prior written consent of the parties hereto.

2. **Successors and Assigns.** This Shared Services Agreement shall inure to the benefit of and shall be binding upon the County, the Borough, and their respective successors and assigns.
3. **Severability.** In the event that any provision of this Shared Services Agreement shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
4. **Counterparts.** This Shared Services Agreement may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
5. **Entire Agreement.** This Shared Services Agreement sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
6. **Further Assurances and Corrective Instruments.** The Borough and the County shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments, as may reasonably be required for correcting any inadequate or incorrect description of the Project, or to correct any inconsistent or ambiguous term hereof.
7. **Headings.** The Article and Section headings in this Shared Services Agreement are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Shared Services Agreement.
8. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Shared Services Agreement shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Shared Services Agreement.
9. **Governing Law.** The terms of this Shared Services Agreement shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

G. EFFECTIVE DATE. This Shared Services Agreement shall be effective as of February 6, 2013 which date shall be considered the commencement date of this Shared Services Agreement.

ATTEST:

COUNTY OF GLOUCESTER

ROBERT N. DiLELLA, CLERK

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

BOROUGH OF CLAYTON

CHRISTINE NEWCOMB, CLERK

THOMAS BIANCO, MAYOR