

**AGENDA**

7:00 p.m. Wednesday, August 5, 2015

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from July 22, 2015.

P-1 Proclamation in Honor and Recognition of Daniel Viveiros on his election as State Commander of the Veterans of Foreign War (Chila) (previously presented).

P-2 Proclamation in Recognition of Life Saving Rescue with Naloxone Patrolman Robert Clark, Jr., Patrolman Anthony D'Amico and Patrolman Robert Marzi of the Monroe Township Police Department (Jefferson) (previously presented)

**INTRODUCTION**

**ORDINANCE TO AMEND THE SCHEDULE OF FEES FOR EMERGENCY MEDICAL SERVICES.**

Insurance rules permit BLS providers to charge reasonable reimbursement fees related to consumable supplies like Epi-Pens, Naxalone, cervical collars, etc. This ordinance establishes the fees to be charged by GCEMS. Per established policy, Gloucester County residents are not required to pay any out-of-pocket costs associated with these fees.

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

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DAMMINGER  
FREEHOLDER CHILA**

**A-1 RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF NJ DEP V. GLOUCESTER COUNTY; BENNY A. SORBELLO FAMILY, LLC; TIMOTHY AVSEC; AND DIANNE AVSEC (BASGALORE DAM); NJDEP v. GLOUCESTER COUNTY; AND DAVID DUFFIELD (STERLING DAM); NJDEP v. GLOUCESTER COUNTY; ROBERT AND RUTH GRAY; AND WILLIAM BLACKMAN ESTATE; PETER E. DRISCOLL; J. THOMAS DUNLEVY AND THE GLENMEDE TRUST CO., N.A., TRUSTEES OF THE WILLIAM F. BLACKMAN CHARITABLE FARM TRUST (KINCAID DAM)**

The general nature of the subject to be discussed at the closed meeting of August 5 , 2015, shall be the status of and possible settlement of this matter.

**A-2 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.**

- EMERGENCY FOOD AND SHELTER NATIONAL BOARD PROGRAM (EFSP) - \$14,050.00 - The funding will be used to purchase gift certificates from the local supermarket for families and individuals who come into the Division of Social Services in need of food. The certificates will be stamped "Food Only". Restrictions will be in place to limit the number of certificates an individual or family can receive.
- WORKFORCE LEARNING LINK - \$35,000.00 - These funds will be used to provide ABE/GED and literacy training for residents attending Rowan College at Gloucester County. This funding is part of the Work First New Jersey program which provides training to individuals in an effort to increase the quality of the workforce, reduce dependency on assistance programs and help residents to become self-sufficient. Funding for this program remained consistent with the SFY 2015 funding amount.
- WOMEN, INFANTS & CHILDREN (WIC) - \$746,964.00 - These funds will be used to support salary and operating costs in order for the county to carry out the WIC program. The WIC program provides nutrition education and vouchers redeemable for nutritious foods to lactating women, infants and children. In Gloucester County there is an estimated 4,380 eligible participants per month in the WIC program serving approximately 94% of the eligible

participants. Funding for this program has been consistent over the years adding new program as new needs are encountered.

- SECTION 5311, RURAL TRANSPORTATION - \$216,184.00 - These funds will be used to continue the County's effort to bring reliable transportation services to the rural sections of Gloucester County. Transportation will be made available to transit rural living residents to non-emergency medical appointments and to various shopping facilities.

**A-3 RESOLUTION AUTHORIZING A MASTER SERVICE AGREEMENT BETWEEN THE COUNTY AND THE STATE OF NEW JERSEY REGARDING TELEPHONE SERVICES.**

This Resolution authorizes the County to enter into a Master Service Agreement which will enable the County to receive payment from the State for telephone services that the County provides to the Superior Court, which are now the responsibility of the State from July 1, 2015 to June 30, 2020.

**A-4 RESOLUTION AUTHORIZING A CONTRACT WITH CVR COMPUTER SUPPLIES FROM AUGUST 5, 2015 TO AUGUST 4, 2017 IN AN AMOUNT NOT TO EXCEED \$80,000.00 PER YEAR.**

This Resolution authorizes a contract with CVR Computer Supplies, 9 Tanner Street, Suite 107, Haddonfield, NJ 08033 for the delivery of Printer ink jet, toner cartridges, fax machine toner, drum units and ribbons as per PD# 015-033 in an amount not to exceed \$80,000.00 per year from August 5, 2015 to August 4, 2017.

**A-5 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEAL.**

The Plaintiff, Spirit Master Funding II-STE 200, v. Mantua Township, Docket Numbers 010018-2012, 003206-2013, 003466-2014, 002693-2015, represented by Michael A. Vespasiano, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 170, Lot 3.01; and the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the tax payer and County have reached a resolution of the complaints, settling outstanding claims pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1.

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

**FREEHOLDER CHILA  
FREEHOLDER SIMMONS**

**B-1 RESOLUTION AUTHORIZING AWARD OF A PURCHASE CONTRACT WITH CORE POWER, INC., FOR \$13,300.00.**

This Resolution authorizes the execution of contract with Core Power, Inc. for the purchase of replacement batteries for UPS Model 9390-120 includes complete removal and EPA approved disposal of old lead batteries. C.A.F. #15-06053 has been obtained to certify funds. This contract exceeds the bid threshold, pursuant to N.J.S.A. 40A:11-3(a) as the County is in contract with Core Power, Inc., from May 1, 2015 to April 30, 2016 for \$7,300.00.

**B-2 RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF NJ STATE POLICE AND ACCEPTANCE OF FY2014 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT, IN THE TOTAL AMOUNT OF \$130,000.00 WHICH INCLUDES AN IN-KIND MATCH OF \$65,000.00, FROM JULY 1, 2014 TO JUNE 30, 2015.**

On April 1, 2015 the Gloucester County Board of Chosen Freeholders approved a resolution authorizing the FY 2014 Emergency Management Assistance Agency Grant in the total amount of \$110,000.00, which includes \$55,000.00 in Grant Funds and a \$55,000.00 county in-kind match. These funds are to be used to offset salaries for the staff of Emergency Management. Pursuant to the County Work Plan for the grant and the directive of the State, the County will accept an additional \$10,000.00 which is to be equally distributed in the amount of \$5,000.00 to the Township of Greenwich and Township of Deptford, for the grant period of July 1, 2014 to June 30, 2015. The State of New Jersey is requiring the County to revise the resolution title of April 1, 2015 to reflect the acceptance of \$130,000.00, which includes an in-kind match of \$65,000.00.

**B-3 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH INTERSTATE ALL BATTERY CENTER, FOR \$18,277.00.**

This Resolution authorizes the execution of a contract with Interstate All Battery Center for the purchase of 12 Volt, 35 AMP Batteries for AVC Voting Machines, for \$18,277.00. C.A.F. #15-05918 has been obtained to certify funds. The batteries are election expenses and is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1). 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 will not make a disqualifying contribution during the term of the contract.

**DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS**

**FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY**

**C-1 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE AT GLOUCESTER COUNTY TO PROVIDE WORKPLACE LITERACY PROGRAMS FROM JULY 1, 2015 TO JUNE 30, 2016, IN AN AMOUNT NOT TO EXCEED \$35,000.00.**

This Resolution authorizes the Workforce Investment Board to establish a Shared Services Agreement with Rowan College at Gloucester County. The agreement is from July 1, 2015 to June 30, 2016 in an amount not exceed \$35,000.00. These Literacy funds will be used to support two (2) sites which will offer GED prep, ESL and computer literacy training. These sites include: Rowan College at Gloucester County and Gloucester County/Thorofare One Stop. As in previous years, Rowan College at Gloucester County will assist in the coordination of Literacy Services and will deliver those services at the Gloucester County One-Stop (Workforce Learning Link – WLL). Adult Literacy Services include GED prep, computer literacy and adult basic education. If needed, adults are referred to ESL that is provided under a separate grant that the college receives.

**C-2 RESOLUTION AUTHORIZING AGREEMENTS WITH SIX NON PROFIT AGENCIES FOR PUBLIC SERVICE PROJECTS USING PROGRAM YEAR 2015 COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FROM SEPTEMBER 1, 2015 TO AUGUST 31, 2016.**

This Resolution requests the execution of six (6) Subrecipient Agreements as follows:

- **Food Bank of South Jersey** for the provision of Nutritional Programs for Children relative to the Community Development Block Grant Program in the amount not to exceed \$45,000.00, pursuant to RFP# 015-023;
- **Center for Family Services, Inc.**, for the provision of Youth and Childcare Services relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$20,000.00, pursuant to RFP# 015-023;
- **Robins' Nest, Inc.**, for the provision of Children's Mental Health Services relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$20,000.00, pursuant to RFP# 015-023; and
- **Boys & Girls Clubs of Gloucester County, Inc.**, for the operation the Paulsboro Teen Center and for expansion of services relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$45,000.00, pursuant to RFP# 015-028;
- **Gateway Community Action Partnership** for the provision of Youth and Childcare Services through a Headstart Program for Children in Monroe Township and Glassboro relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$20,000.00, pursuant to RFP# 015-028;
- **Newfield Terrace Community Action Organization** for the provision of Educational Programs for Children relative to the Community Development Block Grant Program Public Services in the amount not to exceed \$10,000.00, pursuant to RFP# 015-028.

**C-3 RESOLUTION AUTHORIZING THE PURCHASE OF A 2016 FORD F250 4X4 SUPERCAB FROM WINNER FORD FOR \$30,367.00.**

This Resolution authorizes the purchase of a 2016 Ford F250 4x4 Supercab with Meyer 8ft. snow plow and towing package from Winner Ford, 250 Berlin Rd, Cherry Hill, N.J. 08034, for the amount of \$30,367.00. The vehicle will be utilized by the Gloucester County Office of Emergency Response to conduct County business, as per bid specifications PD# 015-022. CAF# 15-06145 was obtained to certify funds.

**C-4 RESOLUTION AUTHORIZING A SERVICE CONTRACT WITH KLINE CONSTRUCTION CO., INC. FROM AUGUST 5, 2015 TO AUGUST 4, 2017 IN AN AMOUNT NOT TO EXCEED \$90,000.00 PER CONTRACT YEAR.**

This Resolution will authorize a Contract with Kline Construction Co., Inc. (240 E. Waveland Avenue, Galloway, New Jersey 08205) for services pertaining to tree trimming and removal of trees throughout the County for a period of two (2) years from August 5, 2015 to August 4, 2017, with the County having the option to extend for two (2) one-year periods or one (1) two-year period, in an amount not to exceed \$90,000.00 per contract year as per bid specifications PD# 015-034.

**C-5 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE #02-FINAL WITH SOUTH STATE, INC. BY \$93.08.**

This Resolution authorizes and approves a Contract Change Order Decrease #02-Final in the amount of \$93.08 for a total revised contract amount of \$889,124.74 between the County and South State, Inc. This Contract was awarded based upon bids that were publicly received and opened by the County for the Project on Wednesday, October 8, 2014. South State, Inc. was determined to be the lowest responsive and responsible bidder for the Project, for an original contract amount of \$839,317.82. Contract Change Order #01-Increase in the amount of \$49,900.00 was passed by Resolution April 1, 2015. Contract Change Order Decrease #02-Final is based upon final increases, decreases and supplemental items to reflect as-built conditions. The overall change order results in a project cost decrease for the Engineering Project "Replacement of Bridge 4-H-5, Jessup Mill Road Bridge over Edwards Run in the Township of Mantua, County of Gloucester," Engineering Project #14-06, (hereinafter the "Project"), in the amount of \$93.08, resulting in a total revised contract amount of \$889,124.74. This project is 100% State Aid Funded.

**C-6 RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER INCREASE #03 WITH BUD CONCRETE, INC., BY \$9,657.00.**

This Resolution authorizes and approves a Contract Change Order Increase #03 in the amount of \$9,657.00 for a total revised contract amount of \$193,953.00 between the County and Bud Concrete, Inc., 133 Sewell Road, Sewell, NJ 08080. Contract Change Order Increase #03 is necessitated by construction of an item for exposed aggregate sidewalk at Red Bank Battlefield, supplemental item for new Animal Shelter floor slab, and reduction of items for sloping curb, sidewalk and detectable warning surfaces. The overall change order results in a project cost increase for the Engineering Project "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations, County of Gloucester," Engineering Project #14-20". The original Contract was awarded on Wednesday, October 1, 2014 for \$165,700.00. Contract Change Order Increase #01 was adopted by Resolution on January 21, 2015 for \$12,796.00. Contract Change Order Increase #02 was adopted by Resolution on March 18, 2015 for \$5,800.00. CAF #15-06173 has been obtained to certify funds for this Contract Change Order.

**C-7 RESOLUTION AUTHORIZING THE COUNTY TO VACATE A PORTION OF EAST AVENUE IN THE BOROUGH OF CLAYTON.**

This Resolution will authorize action by the County to relinquish control of a portion of East Avenue known as County Route 606 from Academy Street (CR610) to the municipal boundary with the Township of Franklin. Discussions regarding the jurisdictional control of East Avenue, County Route 606 have taken place between the County of Gloucester (hereinafter "County") and the Borough of Clayton (hereinafter "Borough"), both parties, being in agreement, wish to formalize the discussion with a resolution which will be recorded in the Office of the Clerk of Gloucester County.

**DEPARTMENT OF EDUCATION**

**FREEHOLDER BARNES  
FREEHOLDER JEFFERSON**

**DEPARTMENT OF PARKS &  
LAND PRESERVATION**

**FREEHOLDER DIMARCO  
FREEHOLDER CHILA**

**DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO**

**F-1 RESOLUTION AUTHORIZING A PURCHASE CONTRACT WITH MORPHOTRAK, INC. THROUGH STATE CONTRACT #A81520 FOR \$39,103.55.**

This Resolution authorizes the purchase of Live Scan System and Duplex Fingerprint Card Printer needed by the County Sheriff's Department to perform its fingerprinting procedures. The purchase will be made from MorphoTrak, Inc., 1250 N. Tustin Ave., Anaheim, CA 92807, through State Contract #A81520, for the total amount of \$39,103.55. The purchase also includes three years of maintenance, with payment for years two and three.

**F-2 RESOLUTION AUTHORIZING AWARD OF A PURCHASE CONTRACT WITH COUNTY BUSINESS SYSTEMS, INC., FROM AUGUST 5, 2015 TO AUGUST 4, 2016, FOR \$9,750.00.**

This Resolution authorizes the execution of contract with County Business Systems, Inc. for the purchase of services to upgrade the CBS Bluestone Probate System, for \$9,750.00, from August 5, 2015 to August 4, 2016. The upgrade will include migrating the existing Bluestone environment to the new 64-bit platform including recreating reports, custom layouts, modification to merge fields and 1 day training on updated bluestone modules. C.A.F. #15-06116 has been obtained to certify funds. This contract exceeds the bid threshold, pursuant to N.J.S.A. 40A:11-3(a) as the County is in contract with County Business Systems, Inc., from April 1, 2015 to March 31, 2016 for \$13,500.00 and from June 22, 2015 to June 21, 2016 for \$3,218.00.

**F-3 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) VEHICLES FROM HERRICH FLEET SERVICES THROUGH STATE CONTRACT #A86922 FOR A TOTAL CONTRACT AMOUNT OF \$36,486.00.**

This Resolution authorizes the purchase of two (2) vehicles for use by the County Prosecutor's Office for investigative purposes from Herrich Fleet Services through State Contract #A86922 for a total contract amount of \$36,486.00. CAF #15-06185 has been obtained to certify funds.

**F-4 RESOLUTION AUTHORIZING COUNTY COUNSEL AND COUNSEL TO THE ANIMAL SHELTER TO ACT TO CLAIM THE PROCEEDS OF AN INVESTMENT ACCOUNT GIFTED TO THE SHELTER AT THE BEQUEST OF RONALD J. POOLE.**

This Resolution authorizes Counsel Matt Lyons and Animal Shelter Counsel Lynn McClintock to open an account with Charles Schwab Inc. on behalf of the Shelter, to expedite liquidation of an investment account gifting approximately \$143,000.00 to the Shelter. Schwab requires the equivalency of a Corporate Resolution authorizing specific persons to open an account into which to transfer the County's share (about 60%) of the Investment portfolio bequeathed to the Shelter by decedent.

**DEPARTMENT OF HEALTH &  
HUMAN SERVICES**

**FREEHOLDER JEFFERSON  
FREEHOLDER BARNES**

Old Business

New Business

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

Adjournment

**MINUTES**

7:00 p.m. Wednesday, July 22, 2015

Call to order

Salute to the flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes	X	
Christy		X
DiMarco	X	
Simmons	X	
Jefferson	X	
Damminger	X	

Also in attendance: Administrator Bruner, Deputy Administrator White, Deputy Counsel Campo

Changes to the Agenda

Approval of the regular meeting minutes and closed session minutes from July 8, 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes		X	X		
Christy					
DiMarco			X		
Simmons					X
Jefferson			X		
Damminger			X		

Comments: N/A

49339 Proclamation in recognition The Police Unity Tour Team (Chila) (to be presented)

49340 Proclamation in recognition of Patrolman Alexander Phillips (Jefferson) (to be presented)

49341 Proclamation to Honor and Welcome home Petty Officer 3rd Class Paul Belcher, United States Navy from his deployment in the Persian Gulf, Tuesday, June 16, 2015 (Chila) (previously presented)

49342 Proclamation in Recognition of Nikolao "Niko" Savaiinaea recipient of the 2015 Paulsboro High School Brotherhood Award on May 15, 2015 (Chila) (previously presented)

49343 Proclamation to Honor and Welcome home Specialist Randy Rhoades from his deployment in Afghanistan, Sunday, May 24, 2015 (Chila) (previously presented)

49344 Proclamation to Honor and Recognize Second Lieutenant James C. Johnson, AKA "Billy" Johnson, who served in the United States Army in World War II where he paid the ultimate sacrifice for his country in October 1944 (Chila) (previously presented)

49345 Proclamation to Honor and Welcome home Private First Class Bryan Baldwin from his deployment in Iraq, Thursday, July 2, 2015 (Chila) (previously presented)

49346 Proclamation in Honor of Zeida A. Fischer on the occasion of her 105th Birthday (Chila) (previously presented)

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

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER  
FREEHOLDER CHILA

49347 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49348 RESOLUTION AUTHORIZING EMERGENCY APPROPRIATION IN THE AMOUNT OF \$3,000,000.00 PURSUANT TO N.J.S.A. 40A:4-48

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

49349 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF JULY 2015.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		15-04463
Christy					
DiMarco			X		
Simmons		X	X		15-05727 15-05135 14-08609
Jefferson			X		
Damminger			X		

Comments: N/A

49350 RESOLUTION AUTHORIZING AND CONSENTING TO THE UNDERTAKING OF THE DEVELOPMENT, ACQUISITION, CONSTRUCTION AND INSTALLATION OF FACILITIES AND IMPROVEMENTS BY THE GLOUCESTER COUNTY IMPROVEMENT AUTHORITY ON BEHALF OF ROWAN UNIVERSITY AND THE ISSUANCE OF REVENUE BONDS TO FINANCE THE COSTS THEREOF.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

**49351 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT BETWEEN THE COUNTY AND THE COUNTY POLLUTION CONTROL FINANCING AUTHORITY FROM AUGUST 1, 2015 TO JULY 31, 2016 FOR \$278,961.00.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

**49352 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE AND LICENSING FEES FROM DELL MARKETING L.P. FROM AUGUST 3, 2015 TO AUGUST 2, 2016 IN AN AMOUNT NOT TO EXCEED \$200,000.00 THROUGH STATE CONTRACT #A77003.**

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,  
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA  
FREEHOLDER SIMMONS

DEPARTMENT OF ECONOMIC DEVELOPMENT  
& PUBLIC WORKS

FREEHOLDER SIMMONS  
FREEHOLDER CHRISTY

**49353 RESOLUTION AUTHORIZING THE PURCHASE OF A NEW HOLLAND WORKMASTER 60 TRACTOR FROM CHERRY VALLEY TRACTOR SALES FOR \$18,953.00**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes			X		
Christy					
DiMarco		X	X		
Simmons	X		X		
Jefferson			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES  
FREEHOLDER JEFFERSON

DEPARTMENT OF PARKS &  
LAND PRESERVATION

FREEHOLDER DIMARCO  
FREEHOLDER CHILA

DEPARTMENT OF BUILDINGS &  
GOVERNMENT SERVICES

FREEHOLDER CHRISTY  
FREEHOLDER DIMARCO

DEPARTMENT OF HEALTH &  
HUMAN SERVICES

FREEHOLDER JEFFERSON  
FREEHOLDER BARNES

**49354 RESOLUTION AUTHORIZING AN APPLICATION TO THE STATE DEPARTMENT OF HEALTH FOR A WIC GRANT FROM OCTOBER 1, 2015 TO SEPTEMBER 30, 2016 FOR \$746,964.00.**

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes		X	X		
Christy					
DiMarco			X		
Simmons			X		
Jefferson	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
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

Adjournment 7:27 PM

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes			X		
Christy					
DiMarco			X		
Simmons		X	X		
Jefferson			X		
Damminger			X		

Comments: N/A

Gloucester County

P1

# Board of Chosen Freeholders Proclamation

## In Honor Of Daniel Viveiros State Commander of Veterans of Foreign Wars "Homecoming Celebration ~ July 11, 2015"

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Daniel Viveiros on his election as State Commander of the Veterans of Foreign Wars; and

WHEREAS, Daniel Viveiros joined the Veterans of Foreign Wars in the 70's and is currently a member of the VFW Post 2174, Westville Grove; and

WHEREAS, at the District Level, Daniel has served as Captain of the District Commanders and as Post Commander four times, earning him two white hats; and

WHEREAS, at the State Level, Daniel served on the Resolution Committee, By-Laws and Ritual Committee, Convention Corp Committee and Membership Committee. He was an Officer Training Institute Registrar for five years, Assistant Deputy Chief of Staff three times, Chief of Staff, Director of Membership Committee, State Jr. Vice Commander, State Sr. Vice Commander and currently holds the office of State Commander; and

WHEREAS, Daniel Viveiros served as Chairmen of the Resolution Committee, Outstanding Teacher Committee and served as Liaison and Assistant Director of the Convention Committee; and

WHEREAS, at the National Level, Daniel served as Aide de Camp, Deputy Chief of Staff, Special Aide de Camp and several National Committees; and

WHEREAS, Daniel Viveiros graduated from New Bedford High school in 1963. Daniel served in the United States Army from March 1963 to March 1969. He has been married to Margaret Viveiros for forty eight years and together have a daughter Christina, a son Daniel and two grandchildren Daniel and Kira; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and congratulate Daniel Viveiros on his election as State Commander of the Veterans of Foreign Wars.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 11<sup>th</sup> day of July, 2015.

*Robert M. Damminger*  
Robert M. Damminger  
Freeholder Director

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

*Lyman Barnes*  
Lyman Barnes  
Freeholder

*Daniel Christy*  
Daniel Christy  
Freeholder

*Frank J. DiMarco*  
Frank J. DiMarco  
Freeholder

*James B. Jefferson*  
James B. Jefferson  
Freeholder

*Heather Simmons*  
Heather Simmons  
Freeholder

Attest: *Chad M. Bruner*  
Chad M. Bruner  
Administrator/Clerk of the Board

Gloucester County

PA

# Board of Chosen Freeholders Proclamation

~ In Recognition Of ~

## Life Saving Rescue with Naloxone

Patrolman Robert Clark, Jr.

Patrolman Anthony D'Amico

Patrolman Robert Marzi

WHEREAS, it is the desire of the Gloucester County Board of Chosen Freeholders to pay special tribute to individuals for exemplary work in serving all our citizens, especially those in need of immediate life-saving measures; and

WHEREAS, the Monroe's Township Police Department strives to deliver exceptional service to members of the community and has now equipped police officers with a Naloxone (Narcan) Program to help save the lives of residents; and

WHEREAS, on Friday September 5, 2014, the Monroe Township Police Department participated in training to administer Narcan. During their patrol shift on that very same day, Patrolman Robert Clark, Jr., Patrolman Anthony D'Amico and Patrolman Robert Marzi administered Naloxone, saving the life of an overdose victim; and

WHEREAS, on Tuesday June 16, 2015 at the Second annual Drug Reality Forum, Patrolman Robert Clark, Jr., Patrolman Anthony D'Amico and Patrolman Robert Marzi were honored by the victim's mother, for the successful save on September 5, 2014; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2015 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize and honor the heroic efforts of Monroe Township Police Officers Patrolman Robert Clark, Jr., Patrolman Anthony D'Amico, and Patrolman Robert Marzi performed on September 5, 2014.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 27nd day of July, 2015.

*Robert M. Damminger*  
Robert M. Damminger  
Freeholder Director

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

*Lyman Barnes*  
Lyman Barnes  
Freeholder

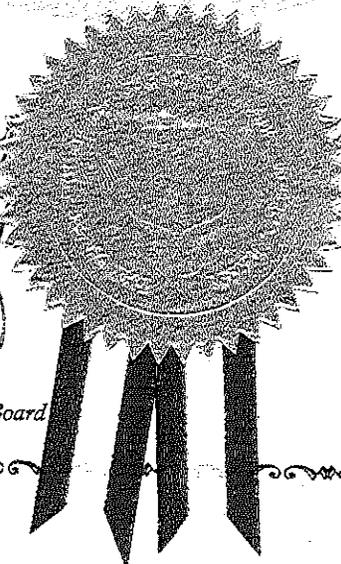
*Daniel Christy*  
Daniel Christy  
Freeholder

*Frank J. DiMarco*  
Frank J. DiMarco  
Freeholder

*James B. Jefferson*  
James B. Jefferson  
Freeholder

*Heather Simmons*  
Heather Simmons  
Freeholder

Attest:  
*Chad M. Bruner*  
Chad M. Bruner, Administrator / Clerk of the Board



**ORDINANCE TO AMEND THE SCHEDULE OF FEES  
FOR EMERGENCY MEDICAL SERVICES**

**WHEREAS**, the County of Gloucester has created a division of Emergency Medical Services through which it will provide basic life support emergency medical services; and

**WHEREAS**, by ordinance enacted on September 5, 2007, the County established a schedule of fees for transportation and related services in connection with such emergency medical services; and

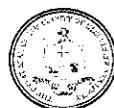
**WHEREAS**, such Ordinance provided for the periodic review and, if necessary, adjustment of such fees; and

**WHEREAS**, at this time it is necessary and appropriate to establish a revised schedule of fees.

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

1. A revised basic schedule of fees for services provided by the County of Gloucester through its Division of Emergency Medical Services is hereby implemented as follows:

A. Basic Transport:	\$750.00
B. Additional Fee per Mile	
For Patient Transport:	\$17.00
C. Use of Cervical Collar:	\$45.00
D. Provision of Oxygen:	\$65.00
E. CPR Training:	\$25.00
F. Safe Sitter Training:	\$50.00
G. Naloxone:	\$95.00
H. Epi-Pen:	\$150.00
I. CPAP:	\$95.00
J. BLS Disposable:	\$25.00
K. Standby Fee:	\$225.00 per hour, per staffed ambulance
2. That all other provisions not inconsistent with this Ordinance shall remain in full force and effect as previously ordained and enacted.
3. That this Ordinance shall take effect upon passage and consistent with the procedures applicable to adoption and implementation of County ordinances.



**COUNTY OF GLOUCESTER**

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**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

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**ROBERT M. DAMMINGER, DIRECTOR**

Notice is hereby given that the foregoing Ordinance was introduced and passed on a first reading at the regular meeting of the Gloucester County Board of Chosen Freeholders, held on the 5<sup>th</sup> day of August, 2015, and will be considered for second reading and final passage at the next meeting of the Gloucester County Board of Chosen Freeholders, to be held on the 19<sup>th</sup> day of August, 2015 or as soon after as the matter can be reached, in the ceremonial courtroom of the Gloucester County Courthouse, located at 1 North Broad Street, Woodbury, New Jersey 08096, at which time all persons interested shall be given an opportunity to be heard concerning this ordinance. Prior to second reading a copy of this Ordinance shall be posted on the bulletin board in the Gloucester County Courthouse and copies shall be made available at the office of the Clerk of The Board of Chosen Freeholders in the Gloucester County Administration Building, located at 2 South Broad Street, Woodbury, New Jersey 08096 for the members of the general public who shall request copies.

In addition, this Ordinance shall be published in its entirety, or by title, or by title and summary in the County's official newspaper, which publication shall be made at least one week prior to the time fixed for the second reading and the final passage.

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**CHAD M. BRUNER**  
**ADMINISTRATOR/CLERK OF THE BOARD**

A-1

**RESOLUTION AUTHORIZING A CLOSED SESSION TO DISCUSS THE STATUS OF AND POSSIBLE SETTLEMENT OF NJ DEP V. GLOUCESTER COUNTY; BENNY A. SORBELLO FAMILY, LLC; TIMOTHY AVSEC; AND DIANNE AVSEC (BASGALORE DAM); NJDEP v. GLOUCESTER COUNTY; AND DAVID DUFFIELD (STERLING DAM); NJDEP v. GLOUCESTER COUNTY; ROBERT AND RUTH GRAY; AND WILLIAM BLACKMAN ESTATE; PETER E. DRISCOLL; J. THOMAS DUNLEVY AND THE GLENMEDE TRUST CO., N.A., TRUSTEES OF THE WILLIAM F. BLACKMAN CHARITABLE FARM TRUST (KINCAID DAM)**

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

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

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

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

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

1. The Board of Chosen Freeholders of the County of Gloucester shall hold a closed meeting, from which the public shall be excluded, on August 5, 2015.
2. The general nature of the subject to be discussed at said closed meeting shall be the status of the litigation matter as entitled above.
3. The minutes of said closed meeting shall be made available for disclosure to the public, consistent with N.J.S.A. 10:4-13, when the item which is the subject of the closed session discussion is resolved and a reason for confidentiality no longer exists.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 5, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

AZ

**RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2015 BUDGET PURSUANT TO N.J.S.A. 40A:4-87**

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

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

**NOW, THEREFORE, BE IT RESOLVED** that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2015 as follows:

- (1) The sum of **\$14,050.00**, which item is now available as a revenue from the Emergency Food and Shelter Program Emergency Food and Shelter National Board Program (EFSP), to be appropriated under the caption of the Emergency Food and Shelter Program Emergency Food and Shelter National Board Program (EFSP) - Other Expenses;
- (2) The sum of **\$35,000.00**, which item is now available as a revenue from the State of New Jersey, Department of Labor and Workforce Development Workforce Learning Link, to be appropriated under the caption of the State of New Jersey, Department of Labor and Workforce Development Workforce Learning Link - Other Expenses;
- (3) The sum of **\$746,964.00**, which item is now available as a revenue from the State of New Jersey, Department of Health Women, Infants & Children (WIC), to be appropriated under the caption of the State of New Jersey, Department of Health Women, Infants & Children (WIC)- Other Expenses;
- (4) The sum of **\$216,184.00**, which item is now available as a revenue from the New Jersey Transit Section 5311, Rural Transportation, to be appropriated under the caption of the New Jersey Transit Section 5311, Rural Transportation - Other Expenses.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 5, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

A-3

**RESOLUTION AUTHORIZING A MASTER SERVICE AGREEMENT BETWEEN THE COUNTY AND THE STATE OF NEW JERSEY REGARDING TELEPHONE SERVICES**

**WHEREAS**, the County of Gloucester (hereinafter "County") and the State of New Jersey (hereinafter "State") previously entered into a Master Service Agreement regarding telephone services provided to the Superior Court by the County; and

**WHEREAS**, the County and the State seek to execute said Agreement providing for compensation in the provision of telephone services to the Superior Court, for the period from July 1, 2015 through June 30, 2020; and

**WHEREAS**, the State shall compensate the County in an amount not to exceed \$158,000.00, for the period from July 1, 2015 through June 30, 2016, for providing said services, which involves the actual cost, including but not limited to employee time and materials, for any service provided such as wiring, relocation, etc., and the proportional share of phone bills, Avaya software and hardware maintenance costs in connection with the court system during the time period stated above.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute a Master Service Agreement, and any other documents necessary to effectuate the purposes set forth herein in the provision of telephone services for the period July 1, 2015 through June 30, 2020, in an amount not to exceed \$158,000.00 for the period of July 1, 2015 through June 30, 2016.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 5, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

**MASTER SERVICE AGREEMENT FOR TELEPHONE SERVICES**

This MASTER SERVICE AGREEMENT ("Agreement") is made between the State of New Jersey, Judiciary, Administrative Office of the Courts ("AOC"), for Vicinage 15 (Gloucester/Cumberland/Salem), with its principal place of business at 60 West Broad Street, Bridgeton, New Jersey 08302; and the County of Gloucester (hereinafter referred to as the County), with its principal place of business at County Administration Building, 2 South Broad Street, Woodbury, New Jersey 08096.

The parties, intending to be legally bound, mutually agree to contract for the provision of Telephone Services as follows:

**1. Term of Agreement**

- a. This Agreement shall become effective as of the date it is signed by the Administrative Director of the Courts, or his/her designee, and shall remain in full force and effect for a term of five (5) fiscal years, beginning on July 1, 2015 and ending on June 30, 2020.
- b. The AOC accepts responsibility for costs incurred by the County for the provision of the subject services beginning on July 1, 2015 and shall reimburse the County for these costs in accordance with the terms of this Agreement.
- c. This Agreement may be terminated by the AOC, for cause or convenience, upon written notification to the County. The written notification provided by the AOC shall specify the date on which the County shall cease performing the subject services. In no event, however, will the cessation date be less than sixty (60) days from the date of the termination notice. The AOC shall compensate the County for those services performed and those expenses incurred prior to the cessation date.
- d. This Agreement may be terminated by the County, for cause or convenience, upon written notification to the AOC. The written notification provided by the County shall specify the date on which the County shall cease performing the subject services. In no event, however, will the cessation date be less than sixty (60) days from the date of the termination notice. The AOC shall compensate the County for those services performed and those expenses incurred prior to the cessation date.
- e. If, at any time, the parties are unwilling or unable to negotiate a replacement Master Service Agreement and there is no new Master Service Agreement in effect for a period of sixty (60) days, this Agreement shall be deemed to have expired and the parties hereto shall have no further obligations and responsibilities pursuant to this Agreement.

**2. Applicable Law**

- a. This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey.

- b. The County shall comply with any and all applicable Federal and State laws now in effect or hereafter promulgated.

**3. Notices**

Except as otherwise specified in this Agreement, all notice or other communications hereunder shall be deemed to have been duly given when made in writing and delivered and addressed as follows:

AOC  
To:

County  
To:

Vicinage 15  
60 West Broad Street,  
Bridgeton, New Jersey 08302

County of Gloucester  
2 South Broad Street,  
Woodbury, New Jersey 08096

Attn: Trial Court Administrator

Attn: Budget Officer

**4. Risk of Loss**

- a. The County shall defend, indemnify and hold harmless the AOC, its officers and employees against any and all suits, claims, losses, demands and damages of whatever kind or nature, including but not limited to, personal injury claims, wrongful death claims and property damage claims arising out of or claimed to arise out of the performance of this Agreement.
- b. The County shall assume all responsibility for its actions, and those of its agents, servants and contractors, while engaged in any activity connected with this Agreement.
- c. The County shall maintain insurance sufficient to cover all liabilities imposed by law and assumed under this Agreement. The liability insurance shall name both the Vicinage and the AOC as additional insureds.

**5. General**

- a. The AOC's obligation hereunder is contingent upon the availability of appropriated funds from which payment can be made. No legal liability on the part of the AOC for payment of any money shall arise unless and until funds are made available each fiscal year by the Legislature.
- b. Wherever in this Agreement either party's consent or approval is required, such consent or approval shall not be unreasonably or arbitrarily withheld, delayed or conditioned.

**6. Scope of Work – Telephone Services**

- a. The County shall be responsible for the continuation of telephone equipment lease contracts for such equipment that is currently leased for use by the vicinage with costs reimbursed by the AOC.
  - b. The County shall maintain records pertaining to telephone equipment leases. These records, including vendor invoices, summary and/or detailed phone charge reports, and lease agreements, shall be made available to the Trial Court Administrator upon request.
  - c. The cost to the Judiciary for telephone equipment leases and maintenance shall not be greater than the costs allocated to county offices for similar equipment leases.
  - d. In the event that the telephone equipment is owned by the County, the County shall make the equipment available for use by the vicinage with the understanding these costs will be reimbursed by the AOC.
  - e. Regardless of the method of County acquisition (lease/purchase or outright purchase), the County shall be responsible to maintain and insure the telephone equipment with the understanding that costs will be reimbursed by the AOC.
  - f. In those instances where the County provides services in support of vicinage telecommunication operations, including but not limited to switchboard operators and technicians, the County shall provide such services to the vicinage at a level equal to, or greater than, the service provided to County offices with costs reimbursed by the AOC.
  - g. The County shall contract with local telephone companies and long distance providers for service supplied to the vicinage. The County shall act as liaison with the vendor(s) for all matters pertaining to the supply of these services to vicinage operations. The County shall receive billing from all telephone service providers and remit payments for said service with the understanding that these costs will be reimbursed by the AOC.
  - h. Over time, the AOC may be able to reduce the scope of work provided by the County under this agreement and arrange for this subject services utilizing State purchasing procedures. In such event(s), the cost charged to the vicinage shall be reduced accordingly without penalty. In the event that the services required to be provided under this agreement are to be reduced, it is further understood that it may not be possible to reduce all services at the same time. The AOC will provide the County with sixty (60) days-notice of any change in this scope of work.
  - i. Reimbursement for personnel costs and operating expenses incurred by the County in providing telecommunications service on behalf of the vicinage will be made by the AOC in accordance with Section 9 of this Master Service Agreement.
  - j. Technical, telephone, and repair services performed by the County of Gloucester at any vicinage locations will be charged at a rate in accordance with Section 9 of this Master Service Agreement.
-

- k. All costs for these Telephone services shall be as specified in this Master Service Agreement, or in subsequent Agreement Addenda executed by the parties in accordance with Section 11 of this Master Services Agreement.

**7. County Responsibilities**

- a. The County is responsible for the professional quality, technical accuracy and timely completion and delivery of all deliverables and services furnished by the County under this Agreement. The county shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and services. Approval or acceptance of or payment for any of the services shall not be construed as a waiver of any rights by the AOC under the Agreement or of any cause of action arising out of the performance of this Agreement.
- b. All personnel provided by the County, who perform work pursuant to this Agreement, must observe all regulations in effect while performing services in judicial areas. County personnel shall not represent themselves as employees of the Judiciary.
- c. If circumstances beyond the control of the County result in an inability to meet its obligations under this Agreement, it is the responsibility and obligation of the County to make the details known immediately to the Trial Court Administrator.

**8. Taxes**

The Administrative Office of the Courts, acting as the administrative arm of the Judicial Branch of New Jersey State government, is exempt from all State and local sales and excise taxes.

**9. Compensation**

- a. The annual compensation to be paid under this Agreement has been mutually determined by the contracting parties and set forth in this Master Service Agreement. All prices quoted herein shall be firm and not subject to increase during the term of this Agreement, unless agreed to by the parties in a duly executed Addendum in accordance with Section 11 of this Master Service Agreement. The compensation to be paid by the AOC to the County shall be as follows:
  - County Provision of labor and materials needed to maintain connectivity for the States Voice and Data networks. This service includes but not limited to installing, repairing and troubleshooting problems for the data wiring and voice wiring to the desktop including the phone terminal at a fixed rate of \$8,854.83 per month. (Total cost of telephone employees x state line % = \$400,068.86 x 26.56% = \$106,258 annually = \$8,854.83 monthly. (Technicians \$306,471.70, Support Staff 33,604.30, Director \$59,722.80 = \$400,068.86 x 26.56% = \$106,258.)
  - Proportional share of Verizon phone lines and usage for shared building \$29,085.

- Avaya software & hardware maintenance cost shared by County and State \$22,657.
  - The total compensation paid to the County by the AOC pursuant to this Master Service Agreement shall not exceed \$158,000.00
- b. The County shall submit invoices on a  X  monthly or \_\_\_ quarterly (Check One) basis for services satisfactorily provided. An invoice for services provided during the period from July 1, 2015 through the effective date of this Agreement, may be submitted at any time after full execution of this Agreement. Each payment is conditioned upon the AOC's receipt of an official State payment voucher, which must be submitted with a standard, summary print-out of account activity. Invoices and vouchers for payment should be forwarded to the attention of the Trial Court Administrator. While the AOC will not require the submission of receipts for direct expenses, the County must retain all receipts and other financial records supporting the billing for the work performed under this Agreement. These records must be maintained by the County for a minimum of three years and will be made available for audit by the AOC at any time during that period.

**10. Entire Agreement**

This Agreement, and any exhibits attached hereto, all being a part hereof, represent and constitutes the entire and integrated agreement of the parties hereto and supersedes all prior negotiations, representations, offers, and agreements, whether written or oral between the parties with respect to the subject matter of this Agreement.

**11. Amendment/Waiver**

This Agreement cannot be amended, modified or revised unless done in writing and signed by the parties. No provision may be waived except in a writing signed by the parties. The failure of a party to enforce any provision of this Agreement or to require performance by the other party will not be construed to be a waiver, or in any way affect the right of either party to enforce such provision thereafter.

**12. Assignment**

This Agreement may not be assigned, transferred or otherwise disposed of, in whole or in part, by either party without the prior written consent of the other party. No permitted assignment, transfer and/or disposition shall relieve a party of any of its responsibilities under this Agreement. Any assignment in violation of this section shall be void. This Agreement shall be binding upon the parties and their respective successors and assigns.

**13. No Third Party Beneficiaries**

No party intends to create in any other individual or entity the status of third party beneficiary and this Agreement shall not be construed so as to create such status. The

rights, duties and obligations contained in this Agreement shall operate only between the parties to this Agreement, and shall insure solely to the benefit of the parties to this Agreement. The provisions of this Agreement are intended only to assist the parties in determining and performing their obligations under this Agreement. The parties to this Agreement intend and expressly agree that only the parties to this Agreement shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring any action for breach of this Agreement.

**15. Signatory Authority**

Each person signing below warrants that he or she has been duly authorized by the party for whom he or she signs to execute this Agreement on behalf of that party.

**16. Unenforceability and Severability**

If any provision of this Agreement is found to be unenforceable, that provision will be severed and the remainder of this Agreement will continue in full force and effect.

In witness whereof, the parties have caused this Agreement to be executed by their duly authorized representatives.

State of New Jersey  
Vicinage 15

County of Gloucester

By: \_\_\_\_\_  
Honorable Georgia M. Curio  
Assignment Judge

By: \_\_\_\_\_  
**Robert M. Damming, Freeholder Director**

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

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

State of New Jersey  
Administrative Office of  
the Courts

By: \_\_\_\_\_  
Shelley Webster, Director,  
Office of Management & Administrative Services (OMAS)

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

A.4

**RESOLUTION AUTHORIZING A CONTRACT WITH CVR COMPUTER SUPPLIES  
FROM AUGUST 5, 2015 TO AUGUST 4, 2017 IN AN AMOUNT NOT TO EXCEED  
\$80,000.00 PER YEAR**

**WHEREAS**, the County of Gloucester (hereinafter the "County"), after due notice and advertisement, received sealed bids, as per Bid PD# 015-033, for the supply and delivery of printer ribbons, printer ink jet and toner cartridges, fax machine toner and drum units to and for the County; and

**WHEREAS**, after following proper public bidding procedure, it was determined by the County's Purchasing Department that CVR Computer Supplies, with an address of 9 Tanner Street, Suite 107, Haddonfield, NJ 08033, was the lowest responsive and responsible bidder to supply said goods for a period of two (2) years from August 5, 2015 to August 4, 2017 for estimated units of goods in an amount not to exceed \$80,000.00 per year; and

**WHEREAS**, since the contract is open ended, the County is not obligated 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 Freeholder Director be and is hereby authorized to execute, and the Clerk of the Board be and is hereby authorized to attest to a contract with CVR Computer Supplies for the supply and delivery of printer ribbons, printer ink jet and toner cartridges, fax machine toner and drum units to and for the County in an amount not to exceed \$80,000.00 for a two (2) year period from August 5, 2015 to August 4, 2017; and

**BE IT FURTHER RESOLVED** before any purchase be made pursuant to the within award, 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 the said funds will be paid.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 5, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER**  
**ADMINISTRATOR/CLERK OF THE BOARD**

A-4

**CONTRACT  
BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CVR COMPUTER SUPPLIES**

**THIS CONTRACT** is made effective this 5<sup>th</sup> day of August, 2015, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096 hereinafter referred to as the "**County**", and **CVR COMPUTER SUPPLIES**, with offices at 9 Tanner Street, Suite 107, Haddonfield, NJ 08033, hereinafter referred to as the "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to contract for the supply and delivery of printer ribbons, printer ink jet and toner cartridges, fax machine toner and drum units as set forth in PD# 015-033; and

**WHEREAS**, Vendor represents that it is qualified to deliver said goods, and desires to do delivery of same pursuant to the terms and provisions of this Contract.

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective for a two (2) year period commencing August 5, 2015 and concluding August 4, 2017.
2. **COMPENSATION.** Contract shall be for estimated units of goods, an amount not to exceed \$80,000.00 per year, as per the specifications identified as PD# 015-033 (hereinafter the "Specifications"). The Vendor shall be paid the unit prices for any goods delivered under this Contract in accordance with the unit prices in the Vendor's bid submitted in response to the Specifications.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to make purchases from the Vendor of goods 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 products shipped. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by 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 specifications PD# 015-033, which are incorporated herein and made a part hereof by reference.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Specifications, and all applicable statutes, regulations, rules, laws and ordinances.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the 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 the Bid Specifications identified as PD# 015-033, 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 the negotiations shall be effective immediately upon the giving of said notice.

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

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

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

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

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

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

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

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

10. **SET-OFF**. Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.
11. **PREVENTION OF PERFORMANCE BY COUNTY**. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.
12. **METHODS OF WORK**. Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
13. **NON-WAIVER**. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
14. **PARTIAL INVALIDITY**. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
15. **CHANGES**. This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
16. **NOTICES**. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
17. **COMPLIANCE WITH APPLICABLE LAW**. Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.
18. **INDEPENDENT VENDOR 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, and the Specifications identified as PD# 015-033 and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications, then this Contract and the Specifications shall prevail.

**THIS CONTRACT** is effective as of this 5<sup>th</sup> day of August, 2015.

**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**

\_\_\_\_\_  
**CHAD M. BRUNER**  
**ADMINISTRATOR, CLERK OF THE BOARD**

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

**WITNESS:**

**CVR COMPUTER SUPPLIES**

\_\_\_\_\_  
**STEVE YUHAS, VICE**  
**PRESIDENT OF SALES**



118		\$60.00	\$17.01	\$32.00	\$30.00	\$35.00	\$117.98	\$112.70	\$129.00	\$145.62
MUI 8369 Black		\$60.00	\$17.01	\$32.00	\$30.00	\$26.00	\$116.43	\$112.70	\$129.00	\$150.99
MUI 8356 Yellow		\$40.00	\$17.01	\$30.50	\$30.00	\$28.00	\$116.43	\$109.50	\$127.00	\$159.60
MUI 8357 Magenta		\$40.00	\$17.01	\$30.50	\$30.00	\$28.00	\$116.43	\$109.50	\$127.00	\$159.60
MUI 8358 Cyan		\$40.00	\$17.01	\$30.50	\$30.00	\$28.00	\$116.43	\$109.50	\$127.00	\$159.60
PS MUI 8356 Yellow		\$40.00	\$17.01	\$30.50	\$30.00	\$28.00	\$116.43	\$109.50	\$127.00	\$159.60
PS MUI 8357 Magenta		\$40.00	\$17.01	\$30.50	\$30.00	\$28.00	\$116.43	\$109.50	\$127.00	\$159.60
PS MUI 8358 Cyan		\$40.00	\$17.01	\$30.50	\$30.00	\$28.00	\$116.43	\$109.50	\$127.00	\$159.60
PS MUI 8359 Black		\$40.00	\$17.01	\$32.00	\$30.00	\$26.00	\$117.98	\$112.70	\$129.00	\$159.60
118K-2662B001AA Black		\$40.00	\$17.01	\$30.50	\$30.00	\$26.00	\$116.43	\$112.70	\$129.00	\$170.31
118N-2660B001AA Magenta		\$40.00	\$17.01	\$30.50	\$30.00	\$26.00	\$116.43	\$112.70	\$129.00	\$170.31
118Y-2659B001AA Yellow		\$40.00	\$17.01	\$30.50	\$30.00	\$26.00	\$116.43	\$112.70	\$129.00	\$170.31
118C-2661B001AA Cyan		\$40.00	\$17.01	\$30.50	\$30.00	\$26.00	\$116.43	\$112.70	\$129.00	\$170.31
1980B001AA Black		\$40.00	\$25.56	\$20.80	\$60.00	\$78.00	\$73.76	\$69.90	\$77.00	\$98.75
1978B001AA Magenta		\$40.00	\$25.56	\$20.80	\$60.00	\$74.00	\$70.31	\$65.95	\$74.00	\$93.73
1979B001AA Yellow		\$40.00	\$25.56	\$20.80	\$60.00	\$74.00	\$70.31	\$65.95	\$74.00	\$93.73
1979B001AA Cyan		\$40.00	\$25.56	\$20.80	\$60.00	\$74.00	\$70.31	\$65.95	\$74.00	\$93.73

EPSON										
S015337 Ribbon		\$2.00	\$12.26	\$3.00	\$8.68	\$9.00	\$8.54	\$8.80	\$10.50	\$28.73
EPS-T017201 Black		\$8.00	\$3.42	\$5.00	\$31.86	\$10.00	\$31.41	\$33.70	\$35.00	\$44.40
EPS-T019201 Color		\$8.00	\$3.42	\$5.00	\$31.86	\$12.00	\$32.11	\$34.70	\$34.00	\$47.50
EPS-T059120 Black		\$8.00	\$4.71	\$7.00	\$16.81	\$18.00	\$17.06	\$16.75	\$19.00	\$22.50
EPS-T059220 Cyan		\$8.00	\$4.71	\$7.00	\$16.81	\$18.00	\$17.06	\$16.75	\$19.00	\$22.50
EPS-T059320 Magenta		\$22.00	\$4.71	\$7.00	\$16.81	\$18.00	\$17.06	\$16.75	\$19.00	\$22.50
EPS-T059420 Yellow		\$11.00	\$4.71	\$7.00	\$16.81	\$18.00	\$17.06	\$16.75	\$19.00	\$22.50
EPS-T059520 Light Cyan		\$6.00	\$4.71	\$7.00	\$16.81	\$18.00	\$17.06	\$16.75	\$19.00	\$22.50
EPS-T059620 Light Magenta		\$20.00	\$4.71	\$7.00	\$16.81	\$18.00	\$17.06	\$16.75	\$19.00	\$22.50
EPS-T059720 Light Black		\$20.00	\$4.71	\$7.00	\$16.81	\$18.00	\$17.06	\$16.75	\$19.00	\$21.86
EPS-T059920 Light, Light Black		\$20.00	\$4.71	\$7.00	\$16.81	\$18.00	\$17.06	\$16.75	\$19.00	\$21.86
TO87020 Gloss Optimizer		\$14.00	\$5.01	\$8.50	\$13.20	\$14.00	\$13.43	\$13.00	\$15.00	\$26.86
TO87120 Photo Black		\$6.00	\$5.01	\$8.50	\$13.20	\$14.00	\$13.43	\$13.00	\$15.00	\$16.86
TO87820 Matte Black		\$6.00	\$5.01	\$8.50	\$13.20	\$14.00	\$13.43	\$13.00	\$15.00	\$16.86
TO87220 Cyan		\$6.00	\$5.01	\$8.50	\$13.20	\$14.00	\$13.43	\$13.00	\$15.00	\$16.86
TO87320 Magenta		\$6.00	\$5.01	\$8.50	\$13.20	\$14.00	\$13.43	\$13.00	\$15.00	\$16.86
TO87420 Yellow		\$6.00	\$5.01	\$8.50	\$13.20	\$14.00	\$13.43	\$13.00	\$15.00	\$16.86
TO87720 Red		\$14.00	\$5.01	\$8.50	\$13.20	\$14.00	\$13.43	\$13.00	\$15.00	\$16.86
TO87920 Orange		\$19.00	\$5.01	\$8.50	\$13.20	\$14.00	\$13.43	\$13.00	\$15.00	\$16.86
T200120 Black		\$19.00	\$13.99	\$5.00	\$11.87	\$13.00	\$12.12	\$12.10	\$14.00	\$37.50
T200220 Cyan		\$11.00	\$10.49	\$5.00	\$8.25	\$9.00	\$8.50	\$8.40	\$10.00	\$40.90
T200320 Magenta		\$11.00	\$10.49	\$5.00	\$8.25	\$9.00	\$8.50	\$8.40	\$10.00	\$40.90
T200420 Yellow		\$17.00	\$10.49	\$5.00	\$8.25	\$9.00	\$8.50	\$8.40	\$10.00	\$40.90
T200XL120 Black XL		\$40.00	\$5.01	\$5.00	\$12.02	\$29.00	\$8.40	\$8.40	\$39.00	\$42.40
T200XL220 Cyan XL		\$20.00	\$5.01	\$5.00	\$8.31	\$17.00	\$8.40	\$8.40	\$25.00	\$42.40
T200XL320 Magenta XL		\$20.00	\$5.01	\$5.00	\$8.31	\$17.00	\$8.40	\$8.40	\$25.00	\$42.40
T200XL420 Yellow XL		\$6.00	\$5.01	\$5.00	\$8.31	\$17.00	\$8.40	\$8.40	\$25.00	\$42.40
T545100 Black		\$10.00	\$8.83	\$27.00	\$53.17	\$54.00	\$53.25	\$49.00	\$60.00	\$99.99
T545200 Cyan		\$10.00	\$8.83	\$22.00	\$53.17	\$54.00	\$53.25	\$49.00	\$60.00	\$99.99
T545300 Magenta		\$10.00	\$8.83	\$22.00	\$53.17	\$54.00	\$53.25	\$49.00	\$60.00	\$99.99
T545400 Yellow		\$10.00	\$8.83	\$22.00	\$53.17	\$54.00	\$53.25	\$49.00	\$60.00	\$99.99
T545500 Light Cyan		\$10.00	\$8.83	\$22.00	\$53.17	\$54.00	\$53.25	\$49.00	\$60.00	\$99.99
T545600 Light Magenta		\$10.00	\$8.83	\$22.00	\$53.17	\$54.00	\$53.25	\$49.00	\$60.00	\$99.99



HEW-C51645A Black	\$20.00	\$8.83	\$5.25	\$25.00	\$30.00	\$31.97	\$32.10	\$36.00	\$56.20
HEW-C1823D	\$20.00	\$9.86	\$7.00	\$10.00	\$23.00	\$39.18	\$39.35	\$45.00	\$67.50
HEW-CND053AN	\$10.00	\$7.66	\$7.75	\$28.11	\$27.00	\$26.36	\$25.90	\$31.00	\$42.40
HEW-CND054AN	\$10.00	\$7.66	\$7.75	\$12.79	\$13.00	\$13.17	\$12.85	\$15.50	\$19.99
HEW-CND055AN	\$10.00	\$7.66	\$7.75	\$12.79	\$13.00	\$13.17	\$12.85	\$15.50	\$19.99
HEW-CND056AN	\$12.00	\$7.66	\$7.75	\$12.79	\$13.00	\$13.17	\$12.85	\$15.50	\$19.99
HEW-C6578DN Tri-Color Ink Jet	\$20.00	\$14.72	\$11.50	\$33.00	\$33.00	\$33.32	\$33.45	\$39.00	\$37.50
HEW-C6578D Tri-Color Ink Jet	\$20.00	\$14.72	\$11.50	\$33.00	\$33.00	\$33.32	\$33.45	\$39.00	\$52.50
HEW-S1645A	\$40.00	\$8.82	\$5.25	\$25.00	\$30.00	\$31.97	\$32.10	\$36.00	\$56.20
HEW-C8767WN Black	\$40.00	\$6.20	\$3.40	\$18.55	\$18.00	\$31.25	\$31.05	\$35.00	\$51.20
HEW-C9348FN	\$10.00	\$12.40	\$14.00	\$40.00	\$42.00	\$60.25	\$59.45	\$66.00	\$92.50
HEW-C9363WN Tri Color	\$30.00	\$8.25	\$5.00	\$22.00	\$34.00	\$34.77	\$34.90	\$40.00	\$59.99
HEW-C9369WN	\$20.00	\$6.77	\$2.00	\$15.01	\$23.00	\$26.11	\$26.15	\$31.00	\$43.73
HEW-C6656AN Black	\$30.00	\$7.95	\$5.00	\$18.00	\$19.50	\$22.19	\$22.00	\$26.00	\$39.99
HEW-C6657AN Tri-Color	\$20.00	\$11.77	\$11.00	\$20.00	\$29.50	\$34.77	\$34.90	\$40.00	\$59.99
HEW-C6658AN Toner	\$30.00	\$8.25	\$11.00	\$45.00	\$20.00	\$26.11	\$26.15	\$31.00	\$43.73
HEW-C8061X	\$19.00	\$24.85	\$27.95	\$85.00	\$78.00	\$138.08	\$138.40	\$129.00	\$224.99
HEW-C8543X Laser	\$80.00	\$92.91	\$95.00	\$229.00	\$215.00	\$235.56	\$236.50	\$259.00	\$382.50
HEW-C8721WN Black	\$10.00	\$4.24	\$2.15	\$18.16	\$19.00	\$18.41	\$18.20	\$22.00	\$29.99
HEW-C8771WN Cyan	\$11.00	\$4.24	\$2.00	\$9.43	\$10.00	\$9.58	\$9.50	\$12.00	\$16.20
HEW-C8772WN Magenta	\$11.00	\$4.24	\$2.00	\$9.43	\$10.00	\$9.58	\$9.50	\$12.00	\$16.20
HEW-C8773WN Yellow	\$11.00	\$4.24	\$2.00	\$9.43	\$10.00	\$9.58	\$9.50	\$12.00	\$16.20
HEW-C8774WN Light Cyan	\$11.00	\$4.24	\$2.00	\$9.43	\$10.00	\$9.58	\$9.50	\$12.00	\$16.20
HEW-C8775WN Light Magenta	\$11.00	\$4.24	\$2.00	\$9.43	\$10.00	\$9.58	\$9.50	\$12.00	\$16.20
HEW-C6364A	\$69.00	\$34.14	\$36.40	\$150.00	\$129.00	\$132.46	\$132.85	\$149.00	\$193.90
HEW-CE255A	\$65.00	\$32.00	\$27.30	\$125.00	\$114.00	\$112.55	\$112.75	\$129.00	\$135.00
HEW-CE255XD	\$30.00	\$64.00	\$57.20	\$300.00	\$294.00	\$313.68	\$315.45	\$349.00	\$254.40
HEW-CE255X	\$65.00	\$39.46	\$28.60	\$160.00	\$147.00	\$174.46	\$175.25	\$189.00	\$253.20
HEW-CE390A	\$70.00	\$34.12	\$46.00	\$150.00	\$140.00	\$132.41	\$132.80	\$149.00	\$209.99
HEW-CE505A	\$35.00	\$15.27	\$15.34	\$75.00	\$70.00	\$68.12	\$64.00	\$71.00	\$109.20
HEW-CF280X	\$39.00	\$17.84	\$25.19	\$130.00	\$130.00	\$135.77	\$136.20	\$159.00	\$196.80
HEW-CND045AN Black	\$10.00	\$8.25	\$8.50	\$30.19	\$31.00	\$29.84	\$29.95	\$34.00	\$44.40
HEW-CND046AN Cyan	\$10.00	\$8.25	\$8.00	\$22.62	\$23.00	\$22.87	\$22.40	\$26.00	\$33.58
HEW-CND047AN Magenta	\$30.00	\$8.25	\$8.00	\$22.62	\$23.00	\$22.87	\$22.40	\$26.00	\$33.58
HEW-CND048AN Yellow	\$22.00	\$8.25	\$8.00	\$22.62	\$23.00	\$22.87	\$22.40	\$26.00	\$33.58
HEW-CN684WN Black XL	\$22.00	\$5.60	\$4.50	\$19.45	\$31.00	\$29.84	\$20.10	\$24.00	\$65.58
HEW-Q1339A	\$21.00	\$43.77	\$42.58	\$90.00	\$165.00	\$191.13	\$192.10	\$205.00	\$39.60
HEW-Q127X	\$10.00	\$23.15	\$26.65	\$75.00	\$82.00	\$138.08	\$138.40	\$139.00	\$96.00
HEW-Q10X	\$40.00	\$18.85	\$21.45	\$80.16	\$74.00	\$79.06	\$79.40	\$87.00	\$115.20
HEW-CE411A	\$40.00	\$18.85	\$20.80	\$100.00	\$84.00	\$91.61	\$91.00	\$99.00	\$115.20
HEW-CE412A	\$40.00	\$18.85	\$20.80	\$100.00	\$84.00	\$91.61	\$91.00	\$99.00	\$115.20
HEW-CE413A	\$40.00	\$18.85	\$20.80	\$100.00	\$84.00	\$91.61	\$91.00	\$99.00	\$115.20
HEW-Q2613A Toner	\$23.00	\$90.99	\$13.00	\$40.00	\$68.00	\$77.40	\$77.70	\$87.00	\$123.50
HEW-Q2613X Toner	\$29.00	\$12.60	\$15.34	\$50.00	\$84.00	\$95.71	\$96.25	\$108.00	\$154.80
HEW-Q5949A	\$42.00	\$15.19	\$14.95	\$50.00	\$68.00	\$77.40	\$77.70	\$87.00	\$86.40
HEW-Q5949X	\$40.00	\$16.63	\$18.20	\$70.00	\$130.00	\$141.69	\$142.15	\$159.00	\$92.40
HEW-Q2670A	\$10.00	\$27.15	\$33.67	\$70.00	\$55.00	\$124.58	\$124.90	\$127.00	\$197.99
HEW-Q2671A	\$10.00	\$27.15	\$33.67	\$70.00	\$50.00	\$131.56	\$124.50	\$127.00	\$194.40
HEW-Q2673A	\$10.00	\$27.15	\$33.67	\$70.00	\$50.00	\$131.56	\$124.50	\$127.00	\$194.40
HEW-Q2672A	\$10.00	\$27.15	\$33.67	\$70.00	\$50.00	\$131.56	\$124.50	\$127.00	\$194.40
HEW-Q3655A	\$20.00	\$110.99	\$103.00	\$20.00	\$170.00	\$102.82	\$295.00	\$120.00	\$139.10
HEW-C6658AN Toner	\$10.00	\$8.25	\$11.00	\$19.12	\$20.00	\$26.11	\$26.15	\$31.00	\$36.24

HEW-C9359AN	\$2.00	\$8.25	\$12.00	\$5.00	\$15.00	\$26.20	\$18.00	discontinued	\$27.43
HEW-C6657AN Black	\$20.00	\$11.77	\$11.00	\$20.00	\$29.50	\$34.77	\$24.90	\$41.00	\$53.74
HEW-C6656AN Black	\$11.00	\$7.95	\$5.00	\$15.00	\$19.50	\$22.19	\$22.00	\$26.00	\$36.24
HEW-C9321EN	\$2.00	\$19.72	\$16.00	\$33.00	\$49.00	\$56.44	\$56.90	\$66.00	\$84.99
HEW-CC364A	\$65.00	\$34.14	\$48.75	\$150.00	\$129.00	\$132.46	\$132.85	\$149.00	\$142.99
HEW-Q2610A	\$50.00	\$18.66	\$23.27	\$40.00	\$88.00	\$130.52	\$130.90	\$145.00	\$121.44
HEW-06511A	\$42.00	\$11.10	\$50.00	\$50.00	\$57.00	\$59.98	\$57.00	\$65.00	\$95.99
HEW-4182X	\$40.00	\$25.34	\$32.50	\$40.00	\$102.00	\$116.78	\$117.00	\$129.00	\$185.99
HEW-C9352AN	\$20.00	\$43.87	\$42.00	\$60.00	\$125.00	\$204.18	\$204.80	\$209.00	\$339.60
HEW-C9351AN	\$11.00	\$11.18	\$13.00	\$17.93	\$19.00	\$18.00	\$18.00	\$21.00	\$17.49
HEW-C9351AN	\$11.00	\$7.66	\$6.25	\$3.20	\$14.00	\$13.44	\$13.25	\$16.00	\$14.99
HEW-CN045A	\$17.00	\$9.42	\$8.50	\$30.19	\$31.00	\$29.84	\$29.95	\$34.00	\$46.24
HEW-CN052A	\$16.00	\$18.99	\$8.00	\$14.74	\$15.00	\$14.69	\$14.65	\$17.50	\$24.99
HEW-CN050A	\$16.00	\$18.99	\$8.00	\$14.74	\$15.00	\$14.69	\$14.65	\$17.50	\$24.99
HEW-CN051AN	\$16.00	\$18.99	\$8.00	\$14.74	\$15.00	\$14.69	\$14.65	\$17.50	\$24.99
HEW-CN049A	\$16.00	\$26.99	\$8.50	\$20.93	\$21.00	\$20.76	\$20.75	\$25.00	\$33.70
HEW-CN051AN	\$22.00	\$18.99	\$8.00	\$14.74	\$15.00	\$14.69	\$14.65	\$17.50	\$24.99
HEW-CB400A Black	\$22.00	\$32.86	\$39.38	\$90.00	\$135.00	\$152.05	\$152.65	\$169.00	\$241.20
HEW-CB401A Cyan	\$15.00	\$32.86	\$39.38	\$120.00	\$200.00	\$226.24	\$227.10	\$255.00	\$358.80
HEW-CB402A Yellow	\$15.00	\$32.86	\$39.38	\$120.00	\$200.00	\$226.24	\$227.10	\$255.00	\$358.80
HEW-CB403A Magenta	\$69.00	\$32.86	\$39.38	\$120.00	\$200.00	\$226.24	\$227.10	\$255.00	\$358.80
I7 (BLACK)	\$10.00	\$8.83	\$7.50	\$12.00	\$15.00	\$32.69	\$32.80	\$39.00	\$55.95
I5 (COLOR)	\$20.00	\$8.25	\$6.50	\$20.00	\$25.00	\$30.22	\$30.30	\$35.00	\$55.95
IBMI									
1053685	\$20.00	\$32.49	\$10.00	\$20.00	\$29.00	\$26.96	\$25.50	\$30.00	\$45.95
Lexmark									
53D100	\$20.00	\$44.72	\$162.50	\$118.00	\$114.00	\$112.03	\$113.80	\$127.00	\$67.95
X654X11A	\$160.00	\$123.33	\$125.00	\$399.00	\$340.00	\$422.96	\$424.20	\$399.00	\$600.95
OCE									
1060019424 Black Ink	\$30.00	\$174.46	\$150.00	\$125.00	\$155.00	\$141.00	\$220.00	\$179.00	\$275.95
1060019425 Yellow Ink	\$30.00	\$174.46	\$190.00	\$125.00	\$155.00	\$141.00	\$230.00	\$179.00	\$275.95
1060019426 Cyan Ink	\$30.00	\$174.46	\$190.00	\$125.00	\$155.00	\$141.00	\$230.00	\$179.00	\$275.95
1060019427 Magenta Ink	\$30.00	\$174.46	\$190.00	\$125.00	\$155.00	\$141.00	\$230.00	\$179.00	\$275.95
1060016924 Black Head	\$30.00	\$189.52	\$199.00	\$135.00	\$200.00	\$141.00	\$205.00	\$179.00	\$250.95
1060016925 Yellow	\$30.00	\$189.42	\$199.00	\$135.00	\$200.00	\$141.00	\$205.00	\$179.00	\$250.95
1060016926 Cyan	\$30.00	\$189.42	\$199.00	\$135.00	\$200.00	\$141.00	\$205.00	\$179.00	\$250.95
1060016927 Magenta	\$30.00	\$189.42	\$199.00	\$135.00	\$200.00	\$141.00	\$205.00	\$179.00	\$250.95
Tally Genicom 22802									
Genicom 062471 (Ribbon)	\$30.00	\$64.51	\$32.50	\$30.00	\$33.00	\$30.38	\$31.10	\$35.00	\$56.99
Sharp									
SHR-F050ND	\$19.00	\$23.43	\$45.00	\$60.00	\$55.00	\$89.65	\$100.75	\$105.00	\$155.25
SHR-F047DR Fax Drum	\$40.00	\$21.06	\$45.00	\$50.00	\$62.00	\$70.13	\$80.00	\$89.00	\$135.45
Xerox									
XER-I08R00726 - Black	\$50.00	\$34.13	\$42.00	\$40.00	\$56.00	\$177.13	\$73.90	\$79.00	\$165.99
XER-I08R00723 Cyan	\$40.00	\$34.13	\$64.00	\$70.00	\$84.00	\$178.26	\$115.10	\$119.00	\$165.99
XER-I08R00725 Magenta	\$79.00	\$34.13	\$64.00	\$70.00	\$84.00	\$178.26	\$115.10	\$119.00	\$165.99

XER-108R00726 Yellow	\$60.00	\$34.13	\$64.00	\$70.00	\$84.00	\$118.26	\$115.10	\$119.00	\$145.25
XER-108R00675 Maint. Kit	\$60.00	\$115.99	\$100.00	\$105.00	\$120.00	\$119.26	\$110.50	\$119.00	\$173.45
XER-108R00929 Black	\$76.00	\$55.30	\$70.00	\$60.00	\$85.00	\$94.60	\$89.85	\$99.00	\$149.24
XER-108R00927 Magenta	\$90.00	\$77.66	\$99.00	\$115.00	\$115.00	\$144.51	\$134.90	\$139.00	\$162.45
XER-108R00928 Yellow	\$95.00	\$77.66	\$99.00	\$115.00	\$115.00	\$144.51	\$134.90	\$139.00	\$160.99
XER-108R00926 Cyan	\$95.00	\$77.66	\$99.00	\$115.00	\$115.00	\$144.51	\$134.90	\$139.00	\$178.23
XER-113R00726 Black	\$30.00	\$36.34	\$64.06	\$190.00	\$158.00	\$199.19	\$202.50	\$209.00	\$264.50
XER-108R00726 Yellow	\$30.00	\$36.34	\$65.63	\$200.00	\$175.00	\$225.25	\$222.00	\$229.00	\$293.20
XER-108R00725 Magenta	\$30.00	\$36.34	\$65.63	\$200.00	\$175.00	\$225.25	\$222.00	\$229.00	\$293.20
XER-108R00723 Cyan	\$30.00	\$36.34	\$65.63	\$200.00	\$175.00	\$225.25	\$222.00	\$229.00	\$293.20
VARIATIONS									
THIS IS A TWO YEAR CONTRACT									
Will you extend your prices to local government entities within the County									
	YES	YES	YES	YES	YES	NO	YES	NO	NO
Bid specifications sent to:									
	Refurb Factory	ENCON	SLI	Quill	TransTec Division of DC Nucycle	Paper Roll Products	Comtreed	Postal Connections	Zone Ink & Toner
	Adorama	Prime Vendor	Jentico Print Service	Beyond Technology	WB Mason		Supplies Outlet	Salttech	ABC Laser USA
	KT's	New Computech							
Based upon the bids received I recommend the bid be awarded to CVR Computer Supplies as the lowest responsive, responsible bidder									
			Robert J. McElane						
			Purchasing						

A-5

**RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX  
COURT TAX APPEAL**

**WHEREAS**, the Plaintiff, Spirit Master Funding II-STE 200, v. Mantua Township, Docket Numbers 010018-2012, 003206-2013, 003466-2014, 002693-2015, represented by Michael A. Vespasiano, Esquire filed state tax appeals contesting the assessment on the subject property known as Block 170, Lot 3.01; and

**WHEREAS**, the pursuant to N.J.S.A. 54:1-99, N.J.A.C. 18:17A-8.1, the Gloucester County Office of Assessment is responsible for assessing all properties within Gloucester County, and is the Taxing District for purposes of assessing properties and defending claims challenging said assessments therein pursuant to the above cited Act and New Jersey Court Rule 8:13; and

**WHEREAS**, the parties through legal counsel and assessors and/or certified real estate appraisers engaged by the taxpayer and County have reached a resolution of the complaints, settling outstanding claims by Stipulation of Settlement attached hereto and hereby incorporated; and

**WHEREAS**, these settlements will reduce the assessment to reflect the actual fair assessable value of the property consistent with assessing practices under N.J.S.A. Title 54.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that disposition of the complaints filed by the herein mentioned Plaintiff is authorized as follows and as more specifically set forth in the attached Stipulation of Settlement:

**Block 170, Lot 3.01, Spirit Master Funding III-STE 200:**

<b>Tax Year</b>	<b>Original Assessment</b>	<b>Requested Tax Court Judgment</b>
2012	\$6,022,400	WITHDRAW
2013	\$6,022,400	\$4,500,000
2014	\$6,022,400	\$4,500,000
2015	\$6,022,400	\$4,500,000

**BE IT FURTHER RESOLVED**, that the appropriate legal representative of the County is hereby authorized to execute such documents as shall be necessary to effectuate the disposition as set forth above.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 5, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER**  
**ADMINISTRATOR/CLERK OF THE BOARD**

A-5

OFFICE OF COUNTY COUNSEL - COUNTY OF GLOUCESTER

Eric M. Campo, Assistant County Counsel

Attorney Identification No.: 026721998

1200 North Delsea Drive – Building A

Clayton, New Jersey 08312

(856) 307-6425; Fax (856)307-6447

SPIRIT MASTER FUNDING III - STE 200,	:	TAX COURT OF NEW JERSEY
	:	COUNTY OF GLOUCESTER
Plaintiff,	:	Docket Nos.: 010018-2012
v.	:	003206-2013
	:	003466-2014
	:	002693-2015
MANTUA TOWNSHIP,	:	<i>Civil Action</i>
	:	Honorable Patrick DeAlmeida, P.J.T.C.
Defendant.	:	<b>STIPULATION OF SETTLEMENT</b>

1. It is **STIPULATED AND AGREED** that the assessment of the following property be adjusted and a judgment entered as follows:

<b>Block</b> 170	<b>Lot</b> 3.01	<b>Unit Qualifier</b>
<b>Street Address</b> 570 Mantua Blvd.		<b>Year</b> 2012

	Original Assessment	County Tax Board Judgment	Requested Tax Court Judgment
Land	<u>\$1,497,500</u>	N/A	WITHDRAWN
Improvements	<u>\$4,524,900</u>		
Total	<u>\$6,022,400</u>		

<b>Block</b> 170	<b>Lot</b> 3.01	<b>Unit Qualifier</b>
<b>Street Address</b> 570 Mantua Blvd.		<b>Year</b> 2013

	<b>Original Assessment</b>	<b>County Tax Board Judgment</b>	<b>Requested Tax Court Judgment</b>
Land	<u>\$1,497,500</u>	N/A	<u>\$1,497,500</u>
Improvements	<u>\$4,524,900</u>		<u>\$3,002,500</u>
Total	<u>\$6,022,400</u>		<u>\$4,500,000</u>

<b>Block</b> 170	<b>Lot</b> 3.01	<b>Unit Qualifier</b>
<b>Street Address</b> 570 Mantua Blvd.		<b>Year</b> 2014

	<b>Original Assessment</b>	<b>County Tax Board Judgment</b>	<b>Requested Tax Court Judgment</b>
Land	<u>\$1,497,500</u>	N/A	<u>\$1,497,500</u>
Improvements	<u>\$4,524,900</u>		<u>\$3,002,500</u>
Total	<u>\$6,022,400</u>		<u>\$4,500,000</u>

<b>Block</b> 170	<b>Lot</b> 3.01	<b>Unit Qualifier</b>
<b>Street Address</b> 570 Mantua Blvd.		<b>Year</b> 2015

	<b>Original Assessment</b>	<b>County Tax Board Judgment</b>	<b>Requested Tax Court Judgment</b>
Land	<u>\$1,497,500</u>	N/A	<u>\$1,497,500</u>
Improvements	<u>\$4,524,900</u>		<u>\$3,002,500</u>
Total	<u>\$6,022,400</u>		<u>\$4,500,000</u>

2.  The provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall not apply.
3.  The parties agree that there has been no change in value or municipal wide revaluation or reassessment adopted for the tax year 2016 and 2017, and therefore agree that the provisions of N.J.S.A. 54:51A-8 (Freeze Act) shall be applicable to the assessment on the property referred to herein for said Freeze Act year(s). No Freeze Act year(s) shall be the basis for application of the Freeze Act for any subsequent year(s).
4. The undersigned have made such examination of the value and proper assessment of the property and have obtained such appraisals, analysis and information with respect to the valuation and assessment of the property as they deem necessary and appropriate for the purpose of enabling them to enter into the Stipulation. The Office of Assessment has been consulted by the attorney for the Office of Assessment with respect to this settlement and has concurred.
5. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.
6. Plaintiff shall not file an appeal for tax year 2016 for the subject property except to enforce this settlement.
7. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.
8. Based upon the foregoing, the undersigned represent to the Court that the above settlement will result in an assessment at the fair assessable value of the property consistent with assessing practices generally applicable in the taxing district as required by law.
9. Taxpayer waives interest that may otherwise be payable pursuant to N.J.S.A. 54:3-27.2 and agrees to accept credits against future property taxes in lieu of any refund.

10. All the terms of this Stipulation of Settlement not contained within the Judgment shall survive entry of Judgment.

Dated: \_\_\_\_\_

\_\_\_\_\_  
MICHAEL A. VESPASIANO, ESQUIRE  
Attorney for Plaintiff

COUNTY OF GLOUCESTER

Dated: \_\_\_\_\_

\_\_\_\_\_  
ERIC M. CAMPO, ESQUIRE  
Attorney for Office of Assessment

Dated: \_\_\_\_\_

\_\_\_\_\_  
ROBYN GLOCKER-HAMMOND  
County Tax Assessor

B-1

**RESOLUTION AUTHORIZING AWARD OF A PURCHASE CONTRACT WITH CORE POWER, INC., FOR \$13,300.00**

**WHEREAS**, the County has determined there is a need to contract for the purchase of replacement batteries for UPS Model 9390-120 and complete removal and EPA approved disposal of old lead batteries; and

**WHEREAS**, the Gloucester County Office of Emergency Response has recommended that said services be provided by Core Power, Inc., of 625 Clark Avenue, Suite 12, King of Prussia, Pennsylvania 19406, for a total contract amount of \$13,300.00; and

**WHEREAS**, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$13,300.00, pursuant to CAF# 15-06053, which amount shall be charged against budget line item C-04-13-023-250-23215; and

**WHEREAS**, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of a contract between the County of Gloucester and Core Power, Inc., for a total contract amount of \$13,300.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 5, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

B-1

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
CORE POWER, INC.**

**THIS CONTRACT** is made effective the 5<sup>th</sup> day of August, 2015, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **CORE POWER, INC.**, of 625 Clark Avenue, Suite 12, King of Prussia, PA 19406, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need to contract for the purchase of replacement batteries for UPS Model 9390-120 and complete removal and EPA approved disposal of old lead batteries; and

**WHEREAS**, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing security systems in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services within a reasonable period of time.
2. **COMPENSATION**. Vendor shall be compensated pursuant to Attachment A, attached hereto, for a total contract amount of \$13,300.00.

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

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Attachment A, which is incorporated in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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

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

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

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

The Vendor or Subcontractor, where applicable, agrees to comply with any regulations

promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

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

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

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

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

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

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

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

D. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor.

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

19. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their

successors and assigns.

20. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

**THIS CONTRACT** is effective as of the 5<sup>th</sup> day of August, 2015.

**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**

\_\_\_\_\_  
**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

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

**ATTEST:**

**CORE POWER, INC.**

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

ATTACHMENT A



**CORE POWER**  
AND ENVIRONMENT

625 Clark Ave, Suite 12  
King of Prussia, PA 19406  
Phone: 610-337-7650  
Fax: 610-337-7655  
sales@corepowerinc.com

April 6, 2015

Steve Blair  
Gloucester County 911  
1200 N Delsea Drive  
Clayton, NJ 08312

**Proposal Number:**  
**BBBAT040615**

**Reference: Proposal for Battery Replacement**  
**UPS Model: 9390-120; Serial Number: EE344CBB09**  
**Battery Model: (40) Hawker 300's or Equivalent**

Dear Steve:

I am pleased to propose the following service options for your battery system, as referenced above.

**PowerCare Battery Update Service**

- Complete removal and EPA approved disposal of old lead batteries.
- New batteries, freight pre-paid and allowed
- All labor and related travel expenses to replace battery.
- Work to be done during normal business hours (Mon thru Fri 8 to 5)

*Price for Battery Update Service (Freight Allowed) ..... \$13,300*

*Adder for After Hours Installation ..... \$1,330*

The pricing quoted above is valid for thirty (30) days from the date of this proposal, and is based on the equipment and configuration as stated above. In order to comply with tax regulations, sales/use tax will be added to the invoice. If you feel that you are not liable for this tax, fax an executed tax exemption or resale certificate to our attention and refer to Eaton Corporation. Payment terms are net thirty (30) days with approved credit

*Manufacturer's Representative for*





*Powering Business Worldwide*

## **Eaton Vaive Regulated (Sealed) Battery System Replacement (Update) Scope of Work Attachment R-11**

Battery replacement (update) service includes, and is expressly limited to, those tasks set forth below. Due to the size and type of battery, testing and work procedures vary between battery jars above and below 100 watts per battery; work procedures may vary by UPS or related device and battery type and may be limited by safety requirements. All additional work will be billable at the applicable rates per Attachment X-1.

### **Performed During Installation:**

1. **New Batteries**
  - a. Removal and EPA approved disposal of old batteries.
  - b. Installation utilizing proper torque values (where applicable) and verification of new batteries
2. **Visually inspect conditions and appearance of the following:**
  - a. Connection terminals inter cell/battery connectors, cables and associated hardware
  - b. Cell/battery covers, containers, and post seals.
  - c. Battery racks or cabinets and associated components and hardware.
  - d. Cell/battery jar or cover, noting any excessive distortion.
3. **Perform cleaning of all accessible surfaces as required.**
4. **Reporting of Battery Update Visit:**
  - a. The technician(s) will issue the customer a verbal report summarizing the work that was performed, condition of the battery and identifying any critical issues before leaving the customer's site.
  - b. A Field Activity Report containing applicable notes and observations will be sent to the customer within 5 business days

Eaton is a trademark of Eaton Corporation



Core Power and Environment  
625 Clark Ave Suite 12  
King of Prussia, PA 19406  
610-337-7650

September 3, 2014

RE: UPS OEM Sourcing Letter

For your records and information: As the original equipment manufacturer (OEM), and an ISO9001 certified supplier, Eaton Corporation (formerly: "Eaton Electrical Inc." and "Powerware") is the provider of factory-supported, factory trained, factory authorized and factory certified service for your critical UPS (Uninterruptible Power Supply) equipment.

Eaton offers power quality services for its UPS products, as well as for related equipment such as power distribution units (PDUs), batteries, alternative energy devices and Cutler-Hammer switchgear. Eaton also services products from legacy brands, including Powerware, Exide Electronics, Best Power, IPM, Deltec and Lortec.

Eaton is the only authorized provider of service support with the Eaton developed proprietary service software for 3-phase Eaton UPS products. Eaton does not train, certify or support independent third party service providers to deliver or service Eaton UPS and power quality products.

Due to its lack of training on competitor's platforms Eaton does not service non-Eaton branded power quality equipment. Eaton only works on its own branded equipment or devices it's been certified to fully support and maintain (e.g., flywheels, static transfer switches).

No other service supplier is authorized to possess Eaton proprietary (copyrighted) software, repair documentation, processes or materials.

Advantages to buying UPS services from Eaton include:

- Eaton trains its 240 field technicians to be experts on the products it built 15 years ago and builds today.
- Parts are stocked with the field technicians to maximize our first time fix rate and resolve problems fast.
- When emergencies occur our customer support and field service employees will professionally diagnose and resolve your problem.
- Eaton has a 7x24 Customer Reliability Center to answer your calls and technical support, and a 7x24 parts logistics and remote monitoring team to ship parts and respond to critical alarms globally.
- Preventive maintenance allows our techs to thoroughly test, inspect for worn parts, install firmware updates and calibrate when needed so the UPS meets Eaton's most current operating specification.
- Safety and insurance resources to protect you against the unexpected: every field technician has the OSHA, IEEE and NFPA tools, personal protection equipment and training to comply with arc flash and electrical safety so you, your employees and Eaton employees avoid unsafe conditions.
- Eaton is committed to flawless service execution: We survey every customer for satisfaction, drive continuous improvements and employ Six Sigma and Eaton Quality programs.

Eaton puts all of our replacement parts through a thorough testing regiment to insure quality.  
Eaton is the only immediate source for original equipment parts.

Should you have further questions, or need further assistance of any kind, please do not hesitate  
to call on me. Thank you for this opportunity to be of service.

Sincerely,

Core Power and Environment

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Core Power, INC  
Signed: [Signature] Title: President  
Print Name: James Davis Date: 7/22/15

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

### **19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business**

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

### **19:44A-20.7. Definitions**

As used in sections 2 through 12 of this act: [FN1]

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

### **19:44A-20.8. Duty to report contributions**

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

### **19:44A-20.9. Repayment of contribution**

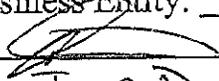
If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

### **19:44A-20.10. Violation of act by business entity; penalty**

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.



By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Core Power, Inc  
Signed:  Title: President  
Print Name: James Davis Date: 7/27/15

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

**N.J.S.A. 19:44A-20.26** Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

**PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)**

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

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

Certificate of Availability of Funds

TREASURER'S NO. 15-06053 DATE 7/21/15

C-0413-023-250-23215

BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Emergency Response

AMOUNT OF CERTIFICATION \$13,300.<sup>00</sup> COUNTY COUNSEL Tom Campo

DESCRIPTION: Battery Replacement for Northside  
UPS which includes ~~40~~ (40) Hawker 300's batteries  
or equivalent

VENDOR: Core Power

ADDRESS: 625 Clark Ave

King of Prussia PA 19406



DEPARTMENT HEAD APPROVAL

APPROVED

  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED

7-27-15

August 5, 2015  
Freeholder Meeting

B-2

**RESOLUTION AUTHORIZING APPLICATION TO DEPARTMENT OF LAW & PUBLIC SAFETY, DIVISION OF NJ STATE POLICE AND ACCEPTANCE OF FY2014 EMERGENCY MANAGEMENT AGENCY ASSISTANCE GRANT, IN THE TOTAL AMOUNT OF \$130,000.00 WHICH INCLUDES AN IN-KIND MATCH OF \$65,000.00, FROM JULY 1, 2014 TO JUNE 30, 2015**

**WHEREAS**, the Gloucester County Office of Emergency Management prepared a FY2014 Emergency Management Assistance Agency Grant application in accordance with the State and Federal Laws and Regulations applicable to the Department of Law & Public Safety, Division of New Jersey State Police; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders approved application by resolution on April 1, 2015; and

**WHEREAS**, the State of New Jersey is requiring the County to revise the resolution approved April 1, 2015 to reflect the acceptance of \$130,000.00, which includes an in-kind match of \$65,000.00; and

**WHEREAS**, pursuant to the County Work Plan for the grant, the County will accept an additional \$10,000.00 which is to be equally distributed in the amount of \$5,000.00 to the Township of Greenwich and Township of Deptford and each municipality will provide an in-kind match of \$5,000.00, for the grant period of July 1, 2014 to June 30, 2015; and

**WHEREAS**, the Board of Chosen Freeholders acknowledges that the amount of County grant funds to be requested is \$65,000.00, with an in-kind match of \$65,000.00, for a total amount of \$130,000.00, from July 1, 2014 to June 30, 2015; and

**WHEREAS**, the Gloucester County Board of Chosen Freeholders authorize Thomas Butts, Gloucester County Emergency Response Coordinator to execute any and all documents related to the FY2014 Emergency Management Agency Assistance Grant.

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

1. The Gloucester County Board of Chosen Freeholders hereby authorizes the grant application with the Department of Law & Public Safety, Division of New Jersey State Police, requesting funds for the FY2014 Emergency Management Assistance Agency Grant, in the total amount of \$130,000.00, which includes an in-kind match of \$65,000.00, from July 1, 2014 to June 30, 2015.
2. The Gloucester County Board of Chosen Freeholders hereby confirms that it shall comply with all applicable regulations of the granting authority as referred to above and shall provide any necessary assurances as may be required.
3. The Gloucester County Board of Chosen Freeholders hereby authorize Thomas Butts, Gloucester County Emergency Response Coordinator to execute any and all documents related to the FY2014 Emergency Management Agency Assistance Grant.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, August 5, 2015.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

B-3

**RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH INTERSTATE ALL BATTERY CENTER, FOR \$18,277.00**

**WHEREAS**, the County has a need to purchase 12 Volt, 35 AMP Batteries for AVC Voting Machine; and

**WHEREAS**, the Superintendent of Elections recommends that said equipment be provided by Interstate All Battery Center, 4301 121<sup>st</sup> Street, Urbandale, Iowa 50323, for a total contract amount of \$18,277.00; and

**WHEREAS**, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$18,277.00, pursuant to C.A.F.# 15-05918, which amount shall be charged against budget line item C-04-15-019-121-12209; and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

**WHEREAS**, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract between the County of Gloucester and Interstate All Battery Center for the purchase of 12 Volt, 35 AMP Batteries for AVC Voting Machines, for a total contract amount of \$18,277.00.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 5, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

**CONTRACT BETWEEN  
INTERSTATE ALL BATTERY CENTER  
AND  
COUNTY OF GLOUCESTER**

B-3

**THIS CONTRACT** is made effective the 5<sup>th</sup> day of August, 2015, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **Interstate All Battery Center** of 4301 121<sup>st</sup> Street, Urbandale, Iowa 50323, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, there exists a need for the County to purchase 12 Volt, 35 AMP Batteries for AVC Voting Machines; 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; and

**WHEREAS**, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); 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.

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

**TERMS OF AGREEMENT**

1. **TERM**. Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services within a reasonable period of time.
2. **COMPENSATION**. Vendor shall be compensated in the total contract amount of \$18,277.00.

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 as set forth in Attachment A, which is incorporated in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this contract, the Vendor agrees as follows:

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

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

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

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

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

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to the County a copy of all current license and permits 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 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 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. **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 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.

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 Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **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.

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

If Vendor is a member of a profession that is subject to suit for professional malpractice,

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

12. **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.

13. **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.

14. **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.

15. **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.

16. **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.

17. **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.

18. **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.

19. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed

pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

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

21. **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.

22. **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.

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

24. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the Vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

**THIS CONTRACT** is dated this 5<sup>th</sup> day of August, 2015.

**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**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

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

**ATTEST:**

**INTERSTATE ALL BATTERY CENTER**

\_\_\_\_\_

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

ATTACHMENT A





By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Retail Acquisition & Development (Interstate All Battery Centers)  
Signed: Jay Albrecht Title: Team leader  
Print Name: Jay Albrecht Date: 7/14/15

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

**PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)**

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**

**Contracting Agency: County of Gloucester**

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Detail Acquisition 3 Development (Interstate All Battery Center)  
Signed: Jay Albracht Title: Team Leader  
Print Name: Jay Albracht Date: 7/14/15

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

### **19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business**

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

### **19:44A-20.7. Definitions**

As used in sections 2 through 12 of this act: [FNI]

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

### **19:44A-20.8. Duty to report contributions**

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

### **19:44A-20.9. Repayment of contribution**

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

### **19:44A-20.10. Violation of act by business entity; penalty**

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-05918 DATE July 14, 2015

BUDGET NUMBER C-04-15-019-121-12209

AMOUNT OF CERTIFICATION \$ 18,277.00

DEPARTMENT Board of Elections

COUNTY COUNSEL Tom Campo

DESCRIPTION OF PRODUCT OR SERVICE

Resolution authorizing the Purchase of 340-12 Volt,  
35 AMP Batteries for ARC Voting Machines from  
Interstate All Battery Center for \$53.75 each  
plus a \$2.00 Handling Charge for a total contract  
amount of \$18,277.00 (Exempt from bidding as per)  
40A:11-5(1))

VENDOR NAME Interstate All Battery Center

ADDRESS 4301 121<sup>st</sup> Street

CITY/STATE/ZIP Urbandale, IA 50323

DEPARTMENT HEAD APPROVAL [Signature]

PURCHASING AGENT [Signature] DATE 7-14-15

FREEHOLDER MEETING DATE August 5, 2015

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

C-1

**RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH ROWAN COLLEGE AT GLOUCESTER COUNTY TO PROVIDE WORKPLACE LITERACY PROGRAMS FROM JULY 1, 2015 TO JUNE 30, 2016, IN AN AMOUNT NOT TO EXCEED \$35,000.00**

**WHEREAS**, the Board of Chosen Freeholders of the County of Gloucester recognize the need to provide adult literacy/GED services to qualified residents of the County and Rowan College at Gloucester County is ready, willing and able to enter into a Shared Services Agreement in order to provide these services; and

**WHEREAS**, the term of this Agreement shall be from July 1, 2015 to June 30, 2016, in an amount not to exceed \$35,000.00; and

**WHEREAS**, N.J.S.A. 40A:65-1 et seq. specifically authorizes local government units, to enter into an agreement for the provision of shared services; and

**WHEREAS**, the a Certificate of Availability of Funds has not been issued at this time as this is an open-ended agreement, which does not obligate the County of Gloucester to make any purchase, and prior to any purchase being made or service rendered pursuant to the within award, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient monies are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to a Shared Services Agreement with Rowan College at Gloucester County to effectuate the hereinabove purposes, in an amount not to exceed \$35,000.00 from July 1, 2015 to June 30, 2016.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 5, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

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**SHARED SERVICES AGREEMENT**

**By and Between the**

**COUNTY OF GLOUCESTER**

**and**

**ROWAN COLLEGE AT GLOUCESTER COUNTY**

**AS THE OPERATING AGENCY OF**

**THE ONE STOP-AMERICAN JOB CENTER WORKFORCE LEARNING LINK & ADULT  
LITERACY PROGRAMS**

**Dated: July 1, 2015**

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## SHARED SERVICES AGREEMENT

**THIS SHARED SERVICES AGREEMENT**, dated July 1, 2015, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey (referred to as "County") and the **ROWAN COLLEGE AT GLOUCESTER COUNTY** (referred to as "Local Unit"); and

### **RECITALS**

1. The County of Gloucester ("County") is a body politic and corporate of the State of New Jersey with main offices located at 2 S. Broad Street, Woodbury, NJ 08096;
2. The Rowan College at Gloucester County ("Local Unit") is a corporation of the State of New Jersey with office located at 1400 Tanyard Road, Sewell, New Jersey, 08080;
3. The County through the Department of Economic Development – Workforce Investment Board is aware of the need to serve adults with low literacy, adult basic educational needs or require a New Jersey High School Diploma (HSE);
4. The Local Unit has the capability of serving as the Operating Agency of the Workforce Learning Link facility at the Gloucester County One Stop –American Job Center and the Workforce Learning Link at Rowan College at Gloucester County to pay Local Unit for expenditures related to the development and implementation of said Learning Links;
5. N.J.S.A. 40:A.65-1 et sq. specifically provides a mechanism through which counties and municipalities may enter into an agreement for the provision of shared services.

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

### **AGREEMENT**

#### **A. DESCRIPTION OF THE PROJECT.**

The Project for purposes of this Agreement shall consist of the provision of services at Rowan College at Gloucester County and the Thorofare One Stop-American Job Center for adult literacy services within the County of Gloucester.

#### **B. LOCAL UNIT RESPONSIBILITIES.**

The Local Unit will:

1. Serve as the Operating Agency of the Workforce Learning Links located at the One Stop – American Job Center Center and Rowan College at Gloucester County.
2. Comply with all requirements, terms, and conditions as set forth in Attachments A through annexed hereto.

3. Meet the minimum expected performance outcomes as described in **Attachment A, Article VI**, goals/performance criteria.
4. Meet the expected level of service of 40 adults.

**C. PAYMENT.**

County agrees to compensate the Local Unit in the amount not to exceed **\$35,000.00** for continuation of the workplace literacy programs to assist adults to obtain basic education, pre-employment and New Jersey High School Diploma. The Local Unit must submit monthly expenditures by the 10<sup>th</sup> of each month. Said expenditures shall be accompanied by **Attachment C**. Present and future funding is contingent upon funding availability from NJ/US Department of Labor, and Local Unit meeting the minimum expected performance outcomes as described in **Attachment A**.

**D. DURATION OF AGREEMENT.**

This Agreement shall be effective July 1, 2015 - June 30, 2016.

Upon 30 days written notice, either party may terminate this agreement without cause. The Local Unit shall be entitled to compensation for all work performed prior to such termination.

**E. LIMITATION OF DELEGATION.**

To the extent that this Agreement constitutes a delegation of authority by the County to the Local Unit, this Agreement shall not be construed to delegate any authority other than the authority to perform the services described in this Agreement.

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

The parties recognize that currently there may be certain legal relationships existing between the parties with regard to other activities of the parties, and nothing in this Agreement shall be construed to be in derogation of those relationships.

**F. INDEMNIFICATION OF COUNTY.**

- (a) During the Term of this Shared Services Agreement, the Local Unit shall indemnify and shall hold the County, the members of the Board and its officers, agents and employees harmless against, and the Local Unit shall pay any and all, liability, loss, cost, damage, claims, judgment or expense, of any and all kinds or nature, which shall be imposed by law, which the County, the members of the Board or its officers, agents and employees may sustain or may be subject to or may be caused to incur by reason of any claim, suit or action which is based upon personal injury, death, or damage to property, whether real, personal or both, or upon or arising out of any services performed by County in connection with the work described in this Agreement. The Local Unit shall be responsible for the performance of these promises to indemnify and defend only with regard to claims asserted in connection with the performance of services by the County for the Local Unit.

(b) The Local Unit at its own cost and expense, shall defend any and all such claims, suits and actions which may be brought or asserted against the County, the members of the Board or its officers, agents or employees; provided, however, that this provision shall not be deemed to relieve any insurance company which has issued a policy of insurance of its obligation to defend the County, the Local Unit and any other insured party which may be named in such policy or insurance in connection with any claims, suits or actions which are covered by the terms of such policy.

(c) The County and Local Unit agree as follows:

(i) The County shall give an authorized Local Unit representative prompt written notice of the filing of each such claim and the institution of each such suit or action, and the Local Unit 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;

(ii) The County shall not, without the prior written consent of the Local Unit, adjust, settle or compromise any such claim, suit or action with respect to the Project, and the Local Unit shall not, without the prior written consent of the County, adjust, settle or compromise any such claim, suit or action with respect to the Project; and

**G. COMPLIANCE WITH LAWS AND REGULATIONS.**

Each party to this Agreement shall 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 Agreement. Specifically, the County will, in performing its services, comply with all applicable laws, rules, and regulations concerning the conduct of such soliciting, interviewing, and related services concerning consideration of employees for hire.

**H. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.**

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

**I. NO PERSONAL LIABILITY.** No covenant, condition or agreement contained in this Shared Services Agreement shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of the Local Unit or County, in his or her individual capacity, and neither the officers, agents or employees of the Local Unit or County nor any official executing this Shared Services Agreement shall be liable personally on this Shared Services Agreement by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Shared Services Agreement.

**J. 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 Local Unit 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 Local Unit 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 applicable to agreements made and to be performed entirely within such State, including all matters of enforcement, validity and performance.

K. **EFFECTIVE DATE.** This Agreement shall be effective as of July 1, 2015, which shall be considered the commencement date of this Agreement.

ATTEST:

COUNTY OF GLOUCESTER

\_\_\_\_\_  
CHAD M. BRUNER, ADMINISTRATOR/  
CLERK OF THE BOARD

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

ATTEST:

ROWAN COLLEGE AT GLOUCESTER COUNTY

\_\_\_\_\_  
By: DR. FREDERICK KEATING,  
Title: PRESIDENT

## STATEMENT OF WORK

Rowan College at Gloucester County (RCGC) will assist in the coordination of literacy services and will deliver services to the One Stop- American Job Center Workforce Learning Link and the Workforce Learning Link at the College. The College presently receives funding from the Department of Labor and Workforce Development WIA Title IIA and Gloucester County Economic Development - Workforce Investment Board. RCGC will provide ABE, ESL, TASC (was GED) and computer literacy activities to WIA participants, and residents who are eligible under the LWD Workforce Learning Link (WLL) guidelines. RCGC subcontracts, through the Title II grant funding, with Literacy New Jersey, local school districts and faith-based organizations to facilitate the outreach and provide services for participants with low literacy or in need of ESL. Satellite literacy sites, to include St. Matthew's in Williamstown, which was once funded under the WLL will continue to function as part of Title II deliverables.

TASC testing services, funded in part by the State to the WIB, will occur at least 4 (four) times per year with retest dates to be determined. On an as needed basis, the Thorofare One Stop-American Job Center will conduct TASC testing. In order to evaluate TASC test participants, names and social security numbers of all those tested will be sent to the One Stop- American Job Center MIS Coordinator on a monthly basis.

Those consumers who have completed the TASC test or other agreed upon benchmarks, will be contacted by the WLL Counselor or One Stop-American Job Center designee, to verify passing test and/or achieved benchmarks in order to re-evaluate employment/career goals. (See Administrative Instructions)

## ADMINISTRATIVE INSTRUCTIONS

### I. PURPOSE

The purpose of the Workforce Learning Link Administrative Instructions is to transmit policy, procedures, and reporting guidelines for serving customers in the Workforce Learning Link (WLL).

### II. BACKGROUND

The WLL was established in July 2001 as a "Second Chance System" to ensure that every New Jersey resident has the ability to upgrade the basic skills needed to enter the workforce. The law redirects a portion of the employer and employee contribution from the Unemployment Compensation Fund to the Supplemental Workforce Administrative Fund for Basic Skills. The funds will be used to upgrade basic skills at centers for Workforce Literacy operated through the One Stop- American Job Center (OSAJC) and administered by the Workforce Investment Board.

### III. STATEMENT OF GOALS

The primary goal of the WLL is to assist eligible customers to secure or improve employment, attain a level of self-sufficiency, and ultimately enrich their lives through career advancement and life-long learning.

- ▶ The WLL Program will follow the National Reporting System for Adult Education (NRS) measures and provide appropriate educational functioning level services in:
  - Low Intermediate Basic Education and above including Reading, Math, and Communications (Attachment 1)
  - Basic HSE preparation
  - Basic computer literacy
  - High intermediate English as a Second Language and above (Attachment 1)
  - Skill upgrade
- ▶ The program will provide overall readiness to:
  - Enter the workforce
  - Further career opportunities
  - Advance to higher education
  - Enhance already acquired skills

#### IV. CUSTOMER FLOW

In order for customers to receive appropriate services, it is recommended that all participating agencies adhere to the procedures outlined below to ensure that the WLL is used as a tool to enhance all eligible customers' opportunities of securing or improving employment opportunities.

##### **CUSTOMER ELIGIBILITY REQUIREMENTS**

- ▶ All WLL customers:
  - Must be legally eligible to work in the United States
  - Must demonstrate a need for basic skills enhancement
  - Must identify an attainable goal and/or outcome
  - Must have minimum of a 4<sup>th</sup> grade reading level
  - Should be able to perform learning tasks within a 3 to 6 month timeframe
  - Should attend a minimum of 12 hours per week for ABE and HSE
  - Should attend a minimum of 12 hours per week for basic computer literacy
- ▶ Prior to enrollment, a WLL customer should register for a Jersey Job Clubs or other pre-employment workshop/class, if applicable, and must:
  - Attend a group or one-on-one orientation (i.e. Reemployment, TANF, GA, etc.)
  - Have an appropriate WLL Referral Form from the referring agency (Attachment 3)
  - Meet with a WLL Counselor for a full needs assessment, Employability Plan (EP) and Employment Counseling Statement
  - Supply TABE or TABE CLAS-e scores (if less than 6 months) or register for testing
  - Register on [www.jobs4jersey.com](http://www.jobs4jersey.com)
  - Complete a WLL Enrollment Form (Attachment D)
  - Complete the recommended Statement of Goals Form (Attachment D)
  - Read and sign the WLL Agreement (Attachment D)

##### **REFERRALS OF CUSTOMERS**

- ▶ Outreach and referrals made to the WLL may come from the following:
  - One Stop-American Job Center
  - Work First Group Job Search Workshop
  - County Welfare Agencies (CWA)

- Career Beacon Workshops
- Trade Readjustment Act (TRA)
- Project Reemployment Opportunity Systems (PROS)
- Community colleges
- Corrections and probation programs
- Housing authorities
- Community and faith-based organizations
- Division of Vocational Rehabilitation Services (DVRS)
- County Libraries
- Other county and local entities

#### ASSESSMENT

- ▶ Each customer must meet with a WLL Counselor for a full needs assessment and development of an Employability Plan (EP). The WLL Counselor must complete an Employment Counseling Statement or its equivalent and determine customer eligibility.
- ▶ The following factors should be used to conduct the assessment:
  - Goal(s)
  - Level of education
  - Test Scores: reading and math
  - Computer literacy
  - Self-assessment
  - Work history
  - Work readiness

#### EMPLOYABILITY PLAN

- ▶ The EP or its equivalent Individual Responsibility Plan (IRP) or Individual Service Strategy (ISS), together with the Client Intake Form, is a formal agreement between the customer and the counselor to assist the individual to maximize his/her employment opportunities. The EP should be reviewed and updated periodically to reflect changes in the customer's interests and goals. An electronic and paper copy should be maintained.
- ▶ The EP should include the following:
  - Personal background data
  - Short and long term attainable employment and educational goals
  - Barriers to reaching goals
  - Service Strategy Plan outlining an appropriate course of action
  - Test scores
  - Financial aid sources
  - Log of contacts and follow-up activities
- ▶ Upon completion, the customer must sign the EP indicating awareness of his/her responsibilities. Non-adherence to the EP may result in termination of WLL services and may adversely affect Public Assistance or Unemployment Insurance (UI) benefits.
- ▶ After completion, the WLL Counselor must enter and Individual Employment (IEP) activity on America's One-Stop Operating System (AOSOS).

#### V. TESTING

All customers must be tested prior to acceptance into the WLL Program. Referring agencies should make every effort to ensure customers are tested prior to referral. All test scores administered through referring agencies will be accepted provided testing was completed within the past 6 months. It is the responsibility of the WLL Counselor to review test scores, update records on AOSOS, schedule literacy testing, and make referrals to the WLL or other cooperating agencies.

To assess learning gains, each customer should be re-tested after 4 weeks or 100 hours of attendance or at the discretion of WLL staff. Once the test scores are obtained, the WLL Counselor must meet with the customer to review the test results and overall progress. Modifications to the EP and Employment Counseling Statement should be made accordingly. If test scores are too low, the customer must be referred out for more intensive literacy assistance. The test results and summary of the progress meeting will become part of the customer file.

- ▶ The following tests have been approved:

	CUSTOMERS WITHOUT LANGUAGE BARRIERS	CUSTOMERS WITH LANGUAGE BARRIERS
Pre & Post	TABE PC 9/10	TABE CLAS-e

**Note:** Customers pre-tested on other versions of the TABE will be re-tested on TABE PC 9/10 after completing 60 hours of participation or at the discretion of WLL staff.

## VI. PERFORMANCE MEASURES

It is important for customers in the WLL to raise their educational levels and work towards an increase of one NRS Level per 60- 100 hours of instruction; however, a positive outcome or success in the WLL will require entering employment, vocational training, or further education. A positive outcome for employed participants would be a promotion or wage increase.

**The proposed prescribed local goals and objectives are as follows:**

**Local Goal 1:** To enable adults to acquire the skills necessary to improve their literacy skill levels in reading, writing, and speaking the English language, numeracy, computing, problem-solving, English language acquisition, and other literacy skills. Applicants must serve clients in the following literacy levels by addressing the following objectives.

**Local Objective 1.1:** By June 2016, at least **35% or more** of Low Intermediate ABE enrollees will acquire (validated by standardized assessment) the level of basic skills necessary to complete the educational functioning level.

**Local Objective 1.2:** By June 2016, at least **34% or more** of High Intermediate ABE enrollees will acquire (validated by standardized assessment) the level of basic skills necessary to complete the educational functioning level.

**Local Objective 1.3:** By June 2016, at least **39% or more** of High Intermediate ESL enrollees will acquire (validated by standardized assessment) the level of English language skills (speaking, listening, reading and writing) needed to complete the level.

**Local Objective 1.4:** By June 2016, at least **34% or more** of Advanced ESL enrollees will acquire (validated by standardized assessment) the level of English language skills (speaking, listening, reading and writing) needed to complete the level.

**Local Objective 1.5:** By June 2016, at least **40% or more** of Low Adult Secondary Education enrollees will acquire (validated by standardized assessment) the level of basic skills needed to complete the level.

**Local Goal 2:** To provide adults with sufficient basic education to enable them to benefit from placement in, retention in, or completion of, post-secondary education, training, unsubsidized employment, or career advancement. Programs must address each objective.

**Local Objective 2.1:** By June 2016, at least **75% or more** of adult learners with a goal of advanced education will enroll in post-secondary education or training.

**Local Objective 2.2:** By June 2016, at least **75% or more** of relevant adult learners not employed at enrollment (and in the workforce) will obtain unsubsidized employment.

**Local Objective 2.3:** By June 2016, at least **59% or more** of the relevant adult enrollment will retain unsubsidized employment in the third quarter after the program exit quarter.

**Note: Relevant adult enrollment is defined as:**

- a. Those enrolled adults employed at program entry with a job retention goal.
- b. Those enrolled adults employed at program entry with an employment goal who obtained employment by the end of the first quarter after exit quarter.

**Local Goal 3:** To provide adults with educational opportunities so they may receive a secondary school diploma or its recognized equivalent. Programs must address this objective.

**Local Objective 3.1:** By June 2016, at least **75% or more** of adults with a high school completion goal will earn a high school diploma or recognized equivalent.

## **VII. ADMINISTRATIVE PROCEDURES**

### **ENROLLMENT REQUIREMENTS**

- ▶ Prior to referral to the WLL, the **WLL Counselor** must verify that the customer registered for Jersey Job Clubs or other pre-employment workshop/class, if applicable, and has
  - Attended a group or one-on-one orientation (i.e. Reemployment, TANF, GA, etc.)
  - Met with the WLL Counselor for a full needs assessment, EP and Employment Counseling Statement or its equivalent
  - Supplied TABE or CLAS-e scores (less than 6 months) or registered for testing
  - Registered with NJ Dept. of Labor and Workforce Development Job Exchange on [www.jobs4jersey.com](http://www.jobs4jersey.com)
  - Completed a WLL Enrollment Form
  - Completed the recommended Statement of Goals Form
  - Received an overview of the WLL Program
  - Read and signed a copy of the WLL Agreement
- ▶ Once the customer reports to the WLL, the **WLL Instructor** must:
  - Provide an overview of the WLL Program
  - Ensure that Client Intake Form was completed

- Review the customers goals, educational levels, and work history
- Assess the level of computer literacy
- Discuss any barriers to successful program completion
- Provide a computer and software program demonstration
- Explain WLL procedures including rules, hours, and attendance
- Develop a schedule and program based on the customers' needs

**CUSTOMER FILES**

- ▶ Each Customer in the WLL must have an individual file folder, which will include his/her records. Both the WLL Counselor and WLL Instructor are responsible for maintaining up-to-date records and files.
- ▶ Each WLL customer file must include the following:

WLL COUNSELOR	WLL INSTRUCTOR
<ul style="list-style-type: none"> <li>▪ Referral forms from cooperating agencies</li> <li>▪ Employment Counseling Statement</li> <li>▪ EP</li> <li>▪ WLL Enrollment Form</li> <li>▪ Statement of Goals</li> <li>▪ Signed WLL Agreement</li> <li>▪ Test Scores</li> <li>▪ TANF, GA and FS Records</li> <li>▪ Job referrals</li> <li>▪ Return to work information</li> <li>▪ Training and school information</li> <li>▪ UI Form: WD-24 (See page 16 for details)</li> </ul>	<ul style="list-style-type: none"> <li>▪ WLL Client Intake Form</li> <li>▪ Statement of Goals</li> <li>▪ Signed WLL Agreement</li> <li>▪ Test Scores</li> <li>▪ Progress Reports</li> <li>▪ Attendance Records</li> <li>▪ Job Referrals</li> <li>▪ Return to work information</li> <li>▪ Training and school information</li> </ul>

**DATA ENTRY REQUIREMENTS**

- ▶ All WLL customers must be registered in AOSOS. Work First customers must be entered after the first day of attendance and all other customers must be entered by the third day. The enrollment date entered is the first day of attendance in the WLL Program. NOTE: The WLL Counselor is responsible for entering enrollment data, unless the One Stop- American Operator has established alternatives for ensuring data entry.
- ▶ Although a record may already exist in AOSOS, it is important to verify the accuracy of the information and update as needed.
- ▶ WLL staff must provide WLL customers with continuing activities. These activities must be entered into AOSOS on the date provided. Important: The implementation of Common Measures has reinforced the need for all WLL customers to receive a reportable service and/or activity, in addition to WLL, at least every 90 days. Without a reportable service, and/or activity, a WLL customer will be exited from AOSOS for Common Measures reporting purposes. The WLL counselor must ensure that a reportable service, and/or activity is provided and recorded in AOSOS for all customers continuing in the WLL program.

Continuing activities may include:

- Counseling

- Job Search Workshop
  - Specific Labor Market Information
  - Career Guidance
  - Job Search Planning
  - Resume Preparation Assistance
- ▶ All entries into AOSOS must be quality controlled to ensure data is valid and reliable. The information entered is used to generate monthly AOSOS status reports. These reports are reviewed by New Jersey Department of Labor and Workforce Development (LWD) Administrative Staff and are used to evaluate program success and future funding. It is imperative that entered data and generated reports are checked periodically for accuracy.
  - ▶ Access to AOSOS is restricted. To protect the confidentiality of customers served, only staff with appropriate clearance by LWD may enter information into the database.

## DAILY ACTIVITY

- ▶ Hours of operation should be consistent with the hours of operation of the OSAJC/ WLL. It is recommended that all customers spend a minimum of 3 hours per day in the WLL in order to achieve planned goals. Daily activities will be governed by the software packages used in each site as well as the individual's needs.
- ▶ **Hours of Operation:**
  - One Stop-American Job Center: Monday - Friday 8:30 am to 4:00 pm
  - Rowan College at Gloucester County: Monday - Friday 9:00 am to 3:00 pm
- ▶ **Hours of Instruction:**
  - ABE and HSE: Minimum of 12 hours of instruction per week
  - Basic Computer Literacy: Minimum of 12 hours of instruction per week
- ▶ **Lunch Hour:**
  - WLL sites must remain open
  - Staff coverage must be provided
- ▶ **Holidays**
  - The OSAJC business calendar should be followed for observance of State and Federal holidays.

## TRACKING AND ATTENDANCE

- ▶ Regular attendance is vital to the success of the WLL customer. It is the responsibility of the WLL Instructor to make sure all customers complete daily attendance logs and to closely monitor customer participation. If a customer has 3 unexcused absences, he/she should be referred to the WLL Counselor for reassessment. The WLL Counselor must address the attendance issue and recommend continuation or removal from the WLL Program.

## JOB PLACEMENT

- ▶ The ultimate goal of the WLL is to assist the customer in securing employment or to improve current employment. It is vital for the customer to work towards that goal. All staff assigned to the WLL should make every effort to assist WLL customers in reaching their goal.
- ▶ WLL staff should assist the WLL customer by:
  - Providing updated job postings
  - Informing WLL customers of upcoming positive recruitments and job fairs
  - Providing assistance with resume, cover letter, and interview preparation
  - Instructing WLL customers on networking and Internet job search techniques
- ▶ As soon as a customer obtains employment, full- or part-time, WLL staff must:
  - Obtain employment information including the name, address, and telephone number of the employer, job title, start date, hours, salary and contact person
  - Document the WLL customer's paper file
  - Enter the employment data into AOSOS:
    - If full-time: Exit and terminate the WLL customer
    - If part-time: Allow the WLL customer to continue with the program and enter data after program completion
- ▶ Important: Employment information will not be posted or credited correctly in the WLL-001 Report until an EXIT date and reason are recorded in AOSOS. WLL staff has 180 days from program end date to obtain and enter employment data.

#### ADDITIONAL TRAINING

- ▶ The WLL Program will assist the customer to improve their educational level. Customers may be referred to the WLL Program to achieve the skill level required for entry into certification, vocational or higher education programs. All staff assigned to the WLL should make every effort to assist these WLL customers in reaching their educational goals.
- ▶ As soon as a customer enters an educational program WLL staff must:
  - Obtain training data including the name, address and telephone number of the school, course of study, start date, end date, hours, and contact person.
  - Document the WLL customer's paper file
  - Enter the training data into AOSOS:
    - If full or part-time: Exit and terminate the WLL customer
- ▶ Important: Educational data will not be posted or credited correctly in the WLL-001 Report until an EXIT date and reason are recorded in AOSOS. WLL staff has 180 days from program end date to obtain and enter educational data.

#### FOLLOW-UP

- ▶ The implementation of Common Measures has reinforced the need for all WLL customers to receive a reportable service and/or activity, in addition to WLL, at least every 90 days. Without a reportable service and/or activity, a WLL customer will be exited from AOSOS for Common Measures reporting purposes. The WLL counselor must ensure that a reportable service and/or activity is provided and recorded in AOSOS for all customers continuing in the WLL program.

Follow-up activities may include:

- Job Search Planning
- Career Guidance
- Specific Labor Market Information

- ▶ Program completers must be contacted every 30 days to determine their status of employment and/or training. WLL staff must contact WLL customers every 30, 60, 90, 120, and 150 days until they are exited from the WLL Program. Follow-up procedures may be done by letter, postcard, telephone, AOSOS correspondence and/or email.

## VIII. STAFFING NEEDS

Each WLL site should have a minimum of two staff members including a full-time Instructor and a LWD Certified Counselor. LWD will provide full-time counseling staff to work in the WLL sites in each WIB area. Counselors funded by LWD must concentrate their time on WLL activities. The WLL follows the LWD calendar so it is important that all LWD staff member be willing to work a 12-month cycle.

- ▶ All WLL staff should be:

- |             |                      |                               |
|-------------|----------------------|-------------------------------|
| ▪ Motivated | ▪ Patient            | ▪ Be able to communicate well |
| ▪ Creative  | ▪ Self-starter       | ▪ Computer Literate           |
| ▪ Empathic  | ▪ Able to multi-task | ▪ Able to troubleshoot        |

### WLL INSTRUCTOR

#### ▶ Responsibilities

- Instructs customers on the utilization of computer-based literacy programs
- Builds lessons and curriculum designed to target individual needs
- Works with customers in a group and individual setting
- Have knowledge of computer-based programs and troubleshooting procedures
- Maintains attendance records and customer files
- Monitors progress and prepares status reports
- Administers tests
- Corresponds with program counselors and cooperating agencies

#### ▶ Qualifications

- Graduation from an accredited college or university with a Bachelor's degree
- Teacher certification preferred

#### ▶ Experience

- One (1) year of professional experience in education with emphasis on teaching, curriculum, training, and program development
- Must be computer literate
- Able to work a 12-month cycle based on the OSCC business calendar

Note: Effective July 1, 2005, all new hires must meet to the above requirements. Individuals hired prior to July 1, 2005 will retain their present position with existing credentials.

### WLL COUNSELOR

#### ▶ Responsibilities

- Provides employment counseling to customers who present problems related to occupational choice, change, or adjustment.
- Develops, reviews and revises Employment Counseling Statements and EP
- Determines program eligibility

- Discusses employment barriers and establishes attainable goals
- Explains program objectives, rules and procedures
- Collaborates with program instructors and referring agencies
- Evaluates progress to ensure customer goals are being met
- Assists with resume, cover letter and interviewing preparation
- Develops positive job leads
- Makes referrals to cooperating agencies
- Ensures follow-up activities are provided and recorded in AOSOS

## IX. GENERAL PRACTICES

### LEARNING LINK SET-UP

- ▶ Effective July 1, 2005 all software applications installed on WLL computers must be tested and approved by the New Jersey Department of Labor & Workforce Development – Division of Information and Technology (DIT). All unauthorized software programs are subject to removal.

### COMPUTER SET-UP

- ▶ While the design of the room will depend upon its own shape and size, and the number of computers, it is recommended that all future WLL sites be setup in a U-shaped formation with computers around the outside of the room. This configuration allows the instructor to see all computer monitors and provides ample space in the center of the room to place a table for group study.

### WORKSPACE

- ▶ Ideally, there should be a minimum of 36 inches for each workspace to allow room for the computer, speakers, and mouse. A keyboard tray with mouse holder helps with ergonomics and allows the remaining desk space to be utilized for customer workbooks. Cubicles allow for some privacy, but may seem claustrophobic if not large enough. Chairs should be adjustable for height. Each customer should have headphones for working on the self-paced programs. Sufficient lighting, proper room temperature, and cleanliness all add to the comfort of the site. **Food and drink are not allowed in the WLL. A sign reflecting this policy must be posted.** Motivational and educational poster, pictures, and WLL rules and guidelines should be posted on the walls.
- ▶ Special accommodations for customers with disabilities should be made to provide equal access to all customers. This includes wider aisles, larger monitors, adaptive software (JAWS/Zoom Text), and adjustable tables.

### ADDITIONAL EQUIPMENT

- ▶ In addition to computers, workstations, and chairs, the following materials may also be necessary:

▪ Printer	▪ White/black board	▪ Worktable
▪ Fax/scanner	▪ Telephone	▪ Bookcase
▪ Bulletin board	▪ Television	▪ Secured file cabinet
▪ Easel & flip chart	▪ DVD	▪ Resource books

## RESOURCE MATERIALS

- ▶ While workbooks are available for the Workplace Essentials Skills and HSE, other resource materials may be provided as well. These may include:
  - New Jersey Occupational Outlook Handbook
  - Resume writing books
  - Economic outlook handbooks
  - Self-help guides
  - Newspapers

**TIMES AND LOCATIONS OF PROGRAM OPERATION**

<b>Site Location</b>	<b>Day or Evening</b>	<b>Program</b>	<b>Time</b>	<b>Days</b>	<b>Hrs. Per Week</b>	<b>Weeks Per Year</b>
RCGC	Day	ABE (TANF ABE)	8:30 am - 4:00 pm	Mon – Friday	35	51
RCGC	Day	TASC (TANF)	8:30 am - 4:00 pm	Mon – Friday	35	51
RCGC	Day	ESL (TANF)	8:30 am - 2:30 pm	Mon – Friday	35	51
St. Matthews	Day	ABE/HSE	9 am – 12:00 pm	Mon – Thurs	12	48
Thorofare	Day	ABE/HSE	8:30 am - 4:00 pm	Mon – Friday	35	51

See attached revised budget

<b>WLL Budget - 7/1/14 - 6/30/15</b>		
<b>Salary</b>		
Barbara Walker	$(1827 \text{ hrs/yr} \times 26.85/\text{hr}) \times 40\%$	19,621.98
Sue Heritage	10 hrs per week X 8 weeks x 25.95 per hr	2,076.00
Total Salaries		21,697.98
<b>Fringe</b>		
Fica	7.65%	1,659.90
Worker's Comp	0.285%	61.84
Pension	3.55%	696.58
Health Benefits - NJ Direct 15 MS	$(1507.28 \times 6) = (1658.01 \times 6) \times 40\%$	7,596.70
Dental - 83.27 per month	$(83.27 \times 12) \times 40\%$	399.70
<b>Sub-Total Salary &amp; Fringe - Walker</b>		<b>32,112.69</b>
<b>Supplies</b>		
Office Supplies		287.31
<b>Educational/Testing Supplies</b>		<b>2,600.00</b>
<b>Total</b>		<b>2,887.31</b>
		<b>35,000.00</b>

GLOUCESTER COUNTY DEPARTMENT OF ECONOMIC DEVELOPMENT

**Sub-Grantee Monthly Report**

Sub-Grantee: \_\_\_\_\_ Report for Month Ending \_\_\_\_\_  
 \_\_\_\_\_ Period of Agreement \_\_\_\_\_  
 Agreement No: \_\_\_\_\_ Type of Report: Interim \_\_\_\_\_ Final \_\_\_\_\_

Cumulative Funds received \$ \_\_\_\_\_ Clients Served to date \_\_\_\_\_  
 Adjustments \$ \_\_\_\_\_ Clients Served this month \_\_\_\_\_  
 Total \$ \_\_\_\_\_ Cumulative Served \_\_\_\_\_

<u>Expenditures</u>	<u>Approved Budget</u>	<u>Expenditures This Month</u>	<u>Cumulative Expend To Date</u>	<u>Balance</u>
<u>PROGRAM COSTS</u>				
Salaries	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
	\$ _____	\$ _____	\$ _____	\$ _____
Fringe Benefits	\$ _____	\$ _____	\$ _____	\$ _____
Equip & Supplies	\$ _____	\$ _____	\$ _____	\$ _____
Operating Exp.	\$ _____	\$ _____	\$ _____	\$ _____
Other Costs	\$ _____	\$ _____	\$ _____	\$ _____
Total	\$ _____	\$ _____	\$ _____	\$ _____
<b>TOTAL</b>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>	\$ <input type="text"/>

Agency Name: \_\_\_\_\_

Instructor: \_\_\_\_\_

WIA Title II/WLL Project Student Enrollment Data

Date enrolled: / /

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Social Security # \_\_\_\_\_ Phone # \_\_\_\_\_ Alt. # \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Do you have a H.S. diploma or its equivalent?  Yes  No

Program:  Adult Ed

ABE

ESL

HSE

**KEYWORD = WLL**

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Age \_\_\_\_\_

Gender  M  F

\*Please answer *both* the Ethnicity *and* the Race questions below.

**Ethnicity: choose only one**

**Race: choose one or more**

No, Hispanic/Latino

American Indian or Alaskan Native

Native Hawaiian or Pacific Islander

Yes, Hispanic/Latino

Black or African American

Asian

White

**Status on Entry:**

Employed – full time

Public assistance

Immigrant

Certificate of Non-Enrollment (Ages 16-21)

Employed – part time

Homeless

U.S. Citizen

Unemployed

Low income

U.S. Veteran

Not looking for work

Dislocated Worker

F1 Visa

Parental Consent (Under Age 18)

Unavailable for work

Displaced Homemaker

Disabled

Retired

Single Parent or Guardian

Learning Disability

**ESL students:**

Entered Country on \_\_\_\_/\_\_\_\_/\_\_\_\_

**Would you like to:**

Improve Writing

Learn Culture

Do you plan to stay in the USA?

Improve Speaking

Have you studied English before?

Improve Reading

U.S. Citizenship Preparation?

Improve Listening

**What is your Primary Goal? (check only one)**

To get a job\*

To obtain a H.S. diploma\*

To retain a job\*

To enter college\*

To obtain a HSE\*

To enter other training\*

**What is your Secondary Goal? (if applicable, check one)**

To get a job\*

To obtain a H.S. diploma\*

Increase involvement in your child's education

To retain a job\*

To enter college\*

Increase involvement in your community

To obtain a HSE\*

To enter other training\*

Leave public assistance

**Assessment: (staff use only)**

Test \_\_\_\_\_ Test Date \_\_\_\_/\_\_\_\_/\_\_\_\_ Form \_\_\_\_\_ Level \_\_\_\_\_

Scores \_\_\_\_\_

Entered into MIS \_\_\_\_/\_\_\_\_/\_\_\_\_ Initials \_\_\_\_\_

## Basic Computer Literacy Skills Assessment

Name

Pre- Assessment Date		Post Assessment Date	
Yes	No	Yes	No

**Computer Skills**

Identify computer hardware (monitor, keyboard, mouse, printer)  
 Turn on/off computer, monitor, printer  
 Use a mouse  
 Use a keyboard  
 Identify parts of a window (title bar, icon, name, sizing buttons )  
 Identify menu/tool bar  
 Use the mouse to select menu/tool bar items  
 Name and rename a document  
 Resize windows

Know meaning of hourglass  
 Open a desktop (icon)software program  
 Open a program using START menu  
 Use a software program and navigate menus  
 Successfully exit a program  
 Minimize/maximize open programs  
 Select appropriate software for a task  
 Understand the difference between a program and a document  
 Use help screens in software programs

**Word Processing Skills**

Create/save/save as a new document  
 Open/close a document  
 Use drop down menus and tool bars  
 Use undo and redo functions  
 Use mouse/arrow keys to navigate on a page  
 Correct errors using backspace and delete  
 Select text  
 Cut/paste  
 Change font size and color  
 Format text (bold, italics, justify, etc.)  
 Set margins  
 Use spell check/grammar check  
 Print document

**Internet Skills**

Practice responsible use of technology  
 (societal, ethical, cultural)  
 Recognize a URL

Type a URL in address box  
Use back/forward buttons  
Locate and click on links on a web page  
Use a search engine (e.g. google, yahoo, altavista )  
Scroll through "hits" and search  
Print a Web page  
Access and utilize WNJPIN  
Understand e-mail  
Send/receive e-mail

Introducing  
 **Rowan College**  
 at GLOUCESTER COUNTY  
**Adult Education Program Evaluation**

Name of Teacher \_\_\_\_\_

Site \_\_\_\_\_

Each of the items below deals with a characteristic of instructors, which students feel to be important. Indicate your rating of your instructor by circling the appropriate number on the scale. The exact point at which you rate is less important than the general impression. Write in after the question any additional comments that you wish to make. Give examples wherever possible. (Circle your choice.)

1. Is she/he actively helping when students have difficulty?

1      2      3      4      5  
 Not helpful                      Actively helpful  
 Example or comments:

6. Is his/her speech adequate for teaching?

1      2      3      4      5  
 Unintelligible                      Good  
 Example or comments: (Volume, Tone, Enunciation, Rate, Vocabulary, etc.)

2. Does he/she appear sensitive to students feelings or problems?

1      2      3      4      5  
 Unaware                      Responsive  
 Example or comments:

7. Does she/he respect students?

1      2      3      4      5  
 Does not respect                      Respects  
 Example or comments:

3. Is she/he flexible?

1      2      3      4      5  
 Rigid                      Flexible  
 Example or Comments:

8. Does he/she actively involve students directly in the teaching/learning process?

1      2      3      4      5  
 Never                      Frequently  
 Example or comments:

4. Does he/she make students feel free to ask questions, disagree, express their ideas, etc.?

1      2      3      4      5  
 Unfair                      Fair  
 Example or comments:

9. Does she/he appear to be enthusiastic about the subject?

1      2      3      4      5  
 Unenthusiastic                      Enthusiastic  
 Example or comments

5. Is she/he fair and impartial in her/his dealings with the students?

10. Does he/she use enough examples or illustrations to clarify the material?





C-2

**RESOLUTION AUTHORIZING AGREEMENTS WITH SIX NON PROFIT AGENCIES  
FOR PUBLIC SERVICE PROJECTS USING PROGRAM YEAR 2015 COMMUNITY  
DEVELOPMENT BLOCK GRANT FUNDS FROM SEPTEMBER 1, 2015 TO AUGUST  
31, 2016**

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

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

**WHEREAS**, the County requested proposals via RFP 015-023 and RFP 015-028 from interested providers and evaluated those proposals consistent with the County's fair and open procurement process; and

**WHEREAS**, each of the following subrecipients have proposed activities to be carried out pursuant to an approved public service activity with the use of CDBG funds:

- **Food Bank of South Jersey** for the provision of nutritional programs for children in an amount not to exceed \$45,000.00, pursuant to RFP# 015-023;
- **Center for Family Services, Inc.**, for the provision of youth and childcare services in an amount not to exceed \$20,000.00, pursuant to RFP# 015-023;
- **Robins' Nest, Inc.**, for the provision of children's mental health services in an amount not to exceed \$20,000.00, pursuant to RFP# 015-023;
- **Boys & Girls Clubs of Gloucester County, Inc.**, for the operation the Paulsboro Teen Center and for expansion of services in the amount not to exceed \$45,000.00, pursuant to RFP# 015-028;
- **Gateway Community Action Partnership** for the provision of youth and childcare services through a Headstart Program in Monroe Township and Glassboro in an amount not to exceed \$20,000.00, pursuant to RFP# 015-028;
- **Newfield Terrace Community Action Organization** for the provision of educational programs for children in an amount not to exceed \$10,000.00, pursuant to RFP# 015-028; and

**WHEREAS**, pursuant to the proposals submitted by the subrecipients, these agreements shall be for estimated units of service, on an as-needed basis, from September 1, 2015 to August 31, 2016, therefore they do not obligate the County to make any purchase and no Certificates 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 Freeholder Director is hereby authorized to execute the agreements with the various subrecipients set forth above to administer CDBG funds from September 1, 2015 to August 31, 2016 in the amounts specified; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 5, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

HUD GRANT NO: B-15-UC-34-0109  
AMOUNT: \$45,000.00  
GC AGREEMENT NO: CD-15-PS#3

**AGREEMENT  
FOR USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
BETWEEN  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
FOOD BANK OF SOUTH JERSEY**

**THIS AGREEMENT**, made and entered into on the 1<sup>st</sup> day of **September, 2015** by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and the **Food Bank of South Jersey**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a **FFY 2015** 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 **PY2015-2016** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **Food Bank of South Jersey** for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. Use of Funds – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2015 to August 31, 2016.

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

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

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

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

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

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

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

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

- B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

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

19. Termination Date – The termination date of this Agreement is **August 31, 2016**.

20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
- b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
- d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of

CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
  - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
  - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and

A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. PERFORMANCE

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

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

Food Bank of South Jersey

COUNTY OF GLOUCESTER

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

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

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

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

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

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

ATTEST:

ATTEST:

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

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

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

By: Chad M. Bruner, Administrator/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
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

**Place of Performance (Street address, city, county, state, zip code)**  
**Food Bank of South Jersey: KidzPack and School Pantry, and Summer Feeding**  
**Locations:**

1. Parkview Elementary School, 101 Birch Ave, Westville, NJ 08093
2. Holly Bush Garden Apts, 252 Ruth Avenue, Glassboro, NJ 08028
3. Gateway HS, 775 Woodbury Heights, Deptford, NJ 08096
4. National Park School, 516 Lakehurst Ave, National Park, NJ 08063
5. Saint Thomas Ministries & Glassboro Public School, 212 N. Main St, Glassboro, NJ 08028
6. Clayton School, 300 W Chestnut St., Clayton, NJ 08312
7. Hispanic Family Center Woodbury, 21 Delaware Ave, Woodbury 08096
8. New Life in Christ Ministries, 895 Delsea Drive, Franklinville NJ
9. Revival Center of Woodbury, 1023 N. Evergreen Ave Woodbury, NJ
10. Greater Woodbury Cooperative Ministries c/o Presbyterian Church at Woodbury, 67 S. Broad St, Woodbury

GLOUCESTER COUNTY, NEW JERSEY

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

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

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

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

**ATTEST:**

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

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

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

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

## APPENDIX TO CDBG CERTIFICATIONS

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

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

**EXHIBIT 2**

**SCOPE OF SERVICES**

## **EXHIBIT 2**

### **SCOPE OF SERVICES**

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

Agency: **Food Bank of South Jersey**  
Activity Name: **KidzPak, School Pantry, and Summer Feeding**  
Activity Number: **CD-15-PS#3**

### **ACTIVITY DESCRIPTION**

The total **PY 2015-2016 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 **August 31, 2016**.

The Food Bank of SJ is a non-profit and Community based organization which will offer 3 nutrition programs, KidzPak, School Pantry, and Summer Feeding to low income children. All programs are age appropriate for children between 6 and 18 years of age. The target areas where these programs will take place are:

Locations:

1. Parkview Elementary School, 101 Birch Ave, Westville, NJ 08093
2. Holly Bush Garden Apts, 252 Ruth Avenue, Glassboro, NJ 08028
3. Gateway HS, 775 Woodbury Heights, Deptford, NJ 08096
4. National Park School, 516 Lakehurst Ave, National Park, NJ 08063
5. Saint Thomas Ministries & Glassboro Public School, 212 N. Main St, Glassboro, NJ 08028
6. Clayton School, 300 W Chestnut St., Clayton, NJ 08312
7. Hispanic Family Center Woodbury, 21 Delaware Ave, Woodbury 08096
8. New Life in Christ Ministries, 895 Delsea Drive, Franklinville NJ
9. Revival Center of Woodbury, 1023 N. Evergreen Ave Woodbury, NJ
10. Greater Woodbury Cooperative Ministries c/o Presbyterian Church at Woodbury, 67 S. Broad St, Woodbury

The Food Bank of SJ with its nutritional programs will serve approximately 1000 of food insecure children living in Gloucester County living on or below the federal poverty level.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY**

# GLOUCESTER COUNTY



## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### SUBRECIPIENT MONITORING POLICY

## ***INTRODUCTION***

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

## ***SUBGRANTEE MONITORING***

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
  - time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient

- contractor payroll for Davis-Bacon verification, as applicable
  - program income, if any
4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
  5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
  6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
    - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
    - The County will complete its formal monitoring evaluation of its subgrantees no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

**SUBRECIPIENT MONITORING SCHEDULE**  
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
  - progress toward achievement of assignment
  - compliance with program requirements
  - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
  - staffing adequacy and quality of performance
  - adjustments necessary (if any) to the assignment
  - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

## I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____	Date: _____

## II. EVALUATOR REVIEWED

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

## III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
- Area Benefit (Census Tract #: \_\_\_\_\_)
- Presumed Beneficiary (Specify: \_\_\_\_\_)
- 
- Urgent Need

51% Low / Mod  
Prevention or elimination of slums or blight

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) \_\_\_\_\_  
\_\_\_\_\_

Consolidated Plan Priority: \_\_\_\_\_  
\_\_\_\_\_

Describe service provided by program: \_\_\_\_\_  
\_\_\_\_\_

**IV. PROGRAM PERFORMANCE**

Describe the program's intake and service delivery process: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List program contracted goals:

<u>Objective</u>	<u>Performance</u> (as of _____ )
1.	
2.	
3.	

Is the program meeting its contracted goals?  YES  NO If not, explain why not? \_\_\_\_\_  
\_\_\_\_\_

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Is it a verifiable outcome?  YES  NO

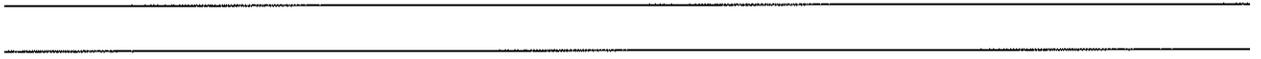
**V. PROGRAM REPORTING**

What is the process of summarizing client records into reports? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the subrecipient submit timely quarterly reports?  YES  NO

Does the subrecipient use unduplicated numbers on quarterly reports?  YES  NO

Problems/issues indicated on quarterly reports: \_\_\_\_\_



**VI. PROGRAM RECORDKEEPING**

Program Files

- Files available & accessible  5-year file retention
- Copy of contract & monitoring procedures for subcontractor, if applicable (N/A)  Current income limits in file

Client Files

- |  |   |
|--|---|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted identified | <input type="checkbox"/> Female Head of household         |
| <input type="checkbox"/> Urban County Resident? services                               | <input type="checkbox"/> Date client applied for          |
| <input type="checkbox"/> Documentation on the type & duration of services              | <input type="checkbox"/> Household Income level provided  |
| <input type="checkbox"/> Number in household income                                    | <input type="checkbox"/> Source & amount of all household |
| Ethnicity, age, gender of applicant  | Updated ethnic categories used                            |
| Follow-up services   | Job placement information                                 |

Other information collected: \_\_\_\_\_

**VII. COMPUTER SYSTEMS/STORAGE**

NO

YES

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?<br>YES NO  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?<br>YES NO   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files?  | <input type="checkbox"/> | <input type="checkbox"/> |

**VIII. MARKETING**

Describe method of outreach/advertising the program. \_\_\_\_\_

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Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

- YES  NO

Is a Fair Housing logo displayed?  YES  NO  N/A

**IX. ORGANIZATION INFORMATION**

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

Does the organization have personnel policies, drug policy and affirmative action policy?  YES  NO

Does the organization have policies and procedures to address personnel complaints?  YES  NO

Does the organization have policies and procedures to address client complaints?  YES  NO

Are Equal Opportunity posters displayed?  YES  NO

Are there any staffing issues?  YES  NO If Yes, explain. \_\_\_\_\_

\_\_\_\_\_

Are there staff turnover concerns?  YES  NO If Yes, explain. \_\_\_\_\_

How many volunteers are working on the program? \_\_\_\_\_

Are volunteers trained as necessary?  YES  NO

How are volunteer hours tracked? \_\_\_\_\_

**X. OTHER INFORMATION**

In what areas are technical assistance/training needed? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

## I. PROGRAM INFORMATION

Date of Visit:	_____	Contract Amount:	_____
Contract Period:	_____		
Program Name/#:	_____		
Subrecipient Name:	_____		
Subrecipient Staff Interviewed: Name/Title		Responsibilities	
	_____		_____
	_____		_____
	_____		_____
	_____		_____
Evaluator Name:	_____		
Signature of Evaluator:	_____	Date:	_____

## II. FINANCES

Total amount budgeted for this program year: \_\_\_\_\_

Total amount expended through quarter ending \_\_\_\_\_: \_\_\_\_\_

Total amount of CDBG disbursements through quarter ending \_\_\_\_\_: \_\_\_\_\_

Timely submission of demands  YES  NO If No, explain. \_\_\_\_\_

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: \_\_\_\_\_

**III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS**

**YES NO**

- |   |                          |                          |                          |                                 |
|---|--------------------------|--------------------------|--------------------------|---------------------------------|
| 1. Are budgets compared to actual expenses/revenues during the year?                        | <input type="checkbox"/> | <input type="checkbox"/> |                          |                                 |
| 2. Are significant variances from the budget researched and explained?                      | <input type="checkbox"/> | <input type="checkbox"/> |                          |                                 |
| 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 4. Are receipts logged at the time mail is opened?  |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 5. Who deposits receipts into the bank?   |                          |                          |                          | _____                           |
| 6. Who compares the deposits to the log of receipts?  |                          |                          |                          | _____                           |
| 7. Who posts the receipts into the accounting system?                                       |                          |                          |                          | _____                           |
| 8. Who approves invoices for payment?   |                          |                          |                          | _____                           |
| 9. Who codes the invoice/check request for program and funding source?                      |                          |                          |                          | _____                           |
| 10. Who prepares the checks?  |                          |                          |                          | _____                           |
| 11. Who signs the checks? 12. Who mails the checks?   |                          |                          |                          | _____                           |
| 13. Who posts the disbursements into the accounting system?                                 |                          |                          |                          | _____                           |
| 14. Who is primarily responsible for program accounting?                                    |                          |                          |                          | _____                           |
| 15. Are bank accounts reconciled timely and reviewed by an independent person?              |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 16. Are timesheets signed by the employee and supervisor?                                   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)?      |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 18. Is there an accounting procedure manual? Is it up to date?                              |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 19. Are fees charged for services?  |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 20. Is program income generated? Is it properly reported?                                   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 21. Are outstanding audit findings resolved?  |                          |                          |                          |                                 |
| 22. Are employee taxes paid?  |                          |                          |                          |                                 |



**EXHIBIT 5**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 6**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

**FOOD BANK**  
**OF SOUTH JERSEY**  
Food | Nutrition | Sustainability

1501 John Tipton Blvd | Pennsauken, NJ 08110  
Phone (856) 662-4884 | Fax: (856) 662-4489  
[www.foodbanksj.org](http://www.foodbanksj.org)

*Do it for South Jersey!*

May 20, 2015

Pete Mercanti, Director  
Purchasing Department  
County of Gloucester  
2 South Broad Street  
Woodbury, NJ 08096

Re: RFP # 15-023

Dear Mr. Mercanti:

The Food Bank of South Jersey is pleased to submit its proposal in response to RFP# 15-023, Programs and Services for Children Countywide to Promote and Enhance the Development of Boys and Girls.

Ask Amount: \$50,000

Programs: KidzPack, School Pantry, and Summer Feeding

Locations:

- Parkview Elementary School, 101 Birch Avenue, Westville, NJ 08093
- Holly Bush Garden Apartments, 252 Ruth Ave., Glassboro, NJ 08028
- Gateway High School, 775 Woodbury Heights, Deptford Twp., NJ, 08096
- National Park School, 516 Lakehurst Ave., National Park, NJ 08063
- Saint Thomas Ministries & Glassboro Public School, 212 N. Main St., Glassboro, NJ, 08312
- Clayton School, 300 W. Chestnut St., Clayton, NJ 08312
- Hispanic Family Center Woodbury, 21 Delaware Ave, Woodbury, NJ 08096
- New Life in Christ Ministries, 895 Delsea Dr., Franklinville, NJ
- Revival Center of Woodbury, 1023 N. Evergreen Ave, Woodbury, NJ 08096
- Greater Woodbury Cooperative Ministries c/o Presbyterian Church at Woodbury, 67 S. Broad Street, Woodbury, NJ 08096

Enclosed, please find a copy of our technical proposal and the required supplemental materials. If you have any questions or concerns, please call me at (856) 324-5182. Thank you for your time and consideration.

Sincerely,

*Tom Sims*

Tom Sims  
Chief Development Officer

Encl.



The Food Bank of South Jersey exists to provide an immediate solution to the urgent problem of hunger by providing food to needy people, teaching them to eat nutritiously, and helping them to find sustainable ways to improve their lives.

## Addendum A

### ~~2015 2016 PUBLIC SERVICE ACTIVITIES APPLICATION COVER PAGE~~

1. Agency Legal Name: Food Bank of South Jersey  
 Agency dba (if applicable): \_\_\_\_\_  
 Federal Identification Number: 22-2623089                      D-U-N-S: 1549199890000
2. Chief Professional Officer Name & Title: Val Traore, Chief Executive Officer  
 Number of Years as CPO: 9  
 Street Address: 1501 John Tipton Blvd, Pennsauken, NJ 08110  
 Mailing Address: 1501 John Tipton Blvd, Pennsauken, NJ 08110  
 Telephone: 856-662-4884 x128      Fax: 856-662-4489      Email: vtraore@foodbanksj.org  
 Agency Web Address: www.foodbanksj.org  
 If any of the above information is less than a year old, please check here \_\_\_\_\_
3. Lead Agency Staff Person (if other than CPO)  
 Name & Title: Tom Sims, Chief Development Officer  
 Street Address: 1501 John Tipton Blvd., Pennsauken NJ 08110  
 Mailing Address: 1501 John Tipton Blvd., Pennsauken NJ 08110  
 Telephone: 856-324-5182      Fax: 856-662-4489      Email: tsims@foodbanksj.org
4. Name of Fiscal Officer: Joe Njoroge  
 Phone Number of Fiscal Officer 856-662-4884 x118  
 If any of the above information is less than a year old, please check here \_\_\_\_\_
5. Chief Volunteer Office: Donna Richards      Volunteer Title: Director of Individual Giving  
 Mailing Address: 1501 John Tipton Blvd., Pennsauken, NJ 08110
6. The age of the Proposer's firm and the average number of employees over the past three years:  
We are 30 years old; we have an average of 40 employees over the past three years.
7. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The County may obtain references from any of the parties listed. Our direct service delivery model of supplying food to people in need has yet to be duplicated in the state. Other services exist where food is provided as people visit the pantry or other entity, but we are unique by delivering the food.
8. Primary Geographic Service Area: Include map: Gloucester County, see map on next page.
9. On the line below, enter information requested:

Program Name	Type of Request (New/Enhanced/Expansion/Match)	Requested Amount
<u>Summer Feeding/School Pantry/KidzPacks</u>	<u>New/Enhanced</u>	<u>\$50,000</u>
<b>TOTAL REQUEST</b>		<u>\$50,000</u>

HUD GRANT NO: B-15-UC-34-0109  
AMOUNT: \$20,000.00  
GC AGREEMENT NO: CD-15-PS#2

**AGREEMENT  
FOR USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
BETWEEN  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
CENTER FOR FAMILY SERVICES**

**THIS AGREEMENT**, made and entered into on the 1<sup>st</sup> day of **September, 2015** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and the **Center for Family Services**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a FFY 2015-2016 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 PY2015 CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **Center for Family Services** for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2015 to August 31, 2016.

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

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

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

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

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

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

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

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

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

19. Termination Date – The termination date of this Agreement is **August 31, 2016**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
- a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
  - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
  - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
  - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of

CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
  - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
  - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and

A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. PERFORMANCE

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

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

Center for Family Services

COUNTY OF GLOUCESTER

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

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

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

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

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

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

ATTEST:

ATTEST:

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

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

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

By: Chad M. Bruner, Administrator/Clerk of the Board  
(Typed Name/Title)

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

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

Approved by Resolution dated:

Approved by Resolution dated:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 1**

**CERTIFICATIONS**

## EXHIBIT 1

### COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

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

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

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

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

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

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

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

Center for Family Services  
Together Youth Shelter  
301 Greentree Road  
Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

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

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

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

\_\_\_\_\_  
Date

**ATTEST:**

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

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

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

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

## APPENDIX TO CDBG CERTIFICATIONS

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

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).

2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.

3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.

5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).

6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

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

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

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

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

**EXHIBIT 2**

**SCOPE OF SERVICES**

## **EXHIBIT 2**

### **SCOPE OF SERVICES**

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

Agency: Center for Family Services

Activity Name: Together Youth Shelter – Get Fit Program

Activity Number: CD-15-PS#2

### **ACTIVITY DESCRIPTION**

The total PY 2015-2016 CDBG budget for this activity shall not exceed \$20,000.00. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on August 31, 2016.

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

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY**

# GLOUCESTER COUNTY



## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### SUBRECIPIENT MONITORING POLICY

## ***INTRODUCTION***

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

## ***SUBGRANTEE MONITORING***

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:

➤ time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient

- contractor payroll for Davis-Bacon verification, as applicable
  - program income, if any
4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
  5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
  6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
    - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
    - The County will complete its formal monitoring evaluation of its subgrantees no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

**SUBRECIPIENT MONITORING SCHEDULE**  
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
  - progress toward achievement of assignment
  - compliance with program requirements
  - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
  - staffing adequacy and quality of performance
  - adjustments necessary (if any) to the assignment
  - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

## I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	
	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____ Date: _____	

## II. EVALUATOR REVIEWED

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

## III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
- Area Benefit (Census Tract #: \_\_\_\_\_)
- Presumed Beneficiary (Specify: \_\_\_\_\_)
- 
- Urgent Need

51% Low / Mod  
Prevention or elimination of slums or blight

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) \_\_\_\_\_  
\_\_\_\_\_

Consolidated Plan Priority: \_\_\_\_\_  
\_\_\_\_\_

Describe service provided by program: \_\_\_\_\_  
\_\_\_\_\_

**IV. PROGRAM PERFORMANCE**

Describe the program's intake and service delivery process: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List program contracted goals:

<u>Objective</u>	<u>Performance (as of _____)</u>
1.	
2.	
3.	

Is the program meeting its contracted goals?  YES  NO If not, explain why not? \_\_\_\_\_  
\_\_\_\_\_

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Is it a verifiable outcome?  YES  NO

**V. PROGRAM REPORTING**

What is the process of summarizing client records into reports? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the subrecipient submit timely quarterly reports?  YES  NO

Does the subrecipient use unduplicated numbers on quarterly reports?  YES  NO

Problems/issues indicated on quarterly reports: \_\_\_\_\_

---

---

**VI. PROGRAM RECORDKEEPING**

Program Files

- Files available & accessible  5-year file retention  
 Copy of contract & monitoring procedures for subcontractor, if applicable (N/A)  Current income limits in file

Client Files

- |  |  |
|--|--|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted identified | <input type="checkbox"/> Female Head of household                                |
| <input type="checkbox"/> Urban County Resident? services                               | <input type="checkbox"/> Date client applied for                                 |
| <input type="checkbox"/> Documentation on the type & duration of services              | <input type="checkbox"/> Household Income level provided                         |
| <input type="checkbox"/> Number in household income                                    | <input type="checkbox"/> Source & amount of all household ethnic categories used |
| Ethnicity, age, gender of applicant  | Updated  |
| Follow-up services   | Job placement information  |

Other information collected: \_\_\_\_\_

**VII. COMPUTER SYSTEMS/STORAGE**

NO

YES

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?<br>YES NO  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?<br>YES NO   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files?  | <input type="checkbox"/> | <input type="checkbox"/> |

**VIII. MARKETING**

Describe method of outreach/advertising the program. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

YES  NO

Is a Fair Housing logo displayed?  YES  NO  N/A

**IX. ORGANIZATION INFORMATION**

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

- |   |                          |                          |
|---|--------------------------|--------------------------|
| Does the organization have personnel policies, drug policy and affirmative action policy? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address personnel complaints?       | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address client complaints?          | <input type="checkbox"/> | <input type="checkbox"/> |
| Are Equal Opportunity posters displayed?  | <input type="checkbox"/> | <input type="checkbox"/> |

Are there any staffing issues?  YES  NO If Yes, explain. \_\_\_\_\_

\_\_\_\_\_

Are there staff turnover concerns?  YES  NO If Yes, explain. \_\_\_\_\_

How many volunteers are working on the program? \_\_\_\_\_

Are volunteers trained as necessary?  YES  NO

How are volunteer hours tracked? \_\_\_\_\_

**X. OTHER INFORMATION**

In what areas are technical assistance/training needed? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

## I. PROGRAM INFORMATION

Date of Visit:	_____	Contract Amount:	_____
Contract Period:	_____		
Program Name/#:	_____		
Subrecipient Name:	_____		
Subrecipient Staff Interviewed:	Name/Title	Responsibilities	
	_____	_____	
	_____	_____	
	_____	_____	
	_____	_____	
Evaluator Name:	_____		
Signature of Evaluator:	_____		Date: _____

## II. FINANCES

Total amount budgeted for this program year: \_\_\_\_\_

Total amount expended through quarter ending \_\_\_\_\_: \_\_\_\_\_

Total amount of CDBG disbursements through quarter ending \_\_\_\_\_: \_\_\_\_\_

Timely submission of demands  YES  NO If No, explain. \_\_\_\_\_

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: \_\_\_\_\_

**III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS**

**YES NO**

- |   |                          |                          |                                 |
|---|--------------------------|--------------------------|---------------------------------|
| 1. Are budgets compared to actual expenses/revenues during the year?                        | <input type="checkbox"/> | <input type="checkbox"/> |                                 |
| 2. Are significant variances from the budget researched and explained?                      | <input type="checkbox"/> | <input type="checkbox"/> |                                 |
| 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 4. Are receipts logged at the time mail is opened?  |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 5. Who deposits receipts into the bank?   | _____                    |                          |                                 |
| 6. Who compares the deposits to the log of receipts?  | _____                    |                          |                                 |
| 7. Who posts the receipts into the accounting system?                                       | _____                    |                          |                                 |
| 8. Who approves invoices for payment?   | _____                    |                          |                                 |
| 9. Who codes the invoice/check request for program and funding source?                      | _____                    |                          |                                 |
| 10. Who prepares the checks?  | _____                    |                          |                                 |
| 11. Who signs the checks? 12. Who mails the checks?   | _____                    |                          |                                 |
| 13. Who posts the disbursements into the accounting system?                                 | _____                    |                          |                                 |
| 14. Who is primarily responsible for program accounting?                                    | _____                    |                          |                                 |
| 15. Are bank accounts reconciled timely and reviewed by an independent person?              | <input type="checkbox"/> | YES                      | <input type="checkbox"/> NO     |
| 16. Are timesheets signed by the employee and supervisor?                                   | <input type="checkbox"/> | YES                      | <input type="checkbox"/> NO     |
| 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)?      | <input type="checkbox"/> | YES                      | <input type="checkbox"/> NO     |
| 18. Is there an accounting procedure manual? Is it up to date?                              | <input type="checkbox"/> | YES                      | <input type="checkbox"/> NO     |
| 19. Are fees charged for services?  | <input type="checkbox"/> | YES                      | <input type="checkbox"/> NO     |
| 20. Is program income generated? Is it properly reported?                                   | <input type="checkbox"/> | YES                      | <input type="checkbox"/> NO     |
| 21. Are outstanding audit findings resolved?  |                          |                          |                                 |
| 22. Are employee taxes paid?  |                          |                          |                                 |



**EXHIBIT 5**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 6**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

**ORIGINAL**

Addendum A

**2015-2016 PUBLIC SERVICE ACTIVITIES APPLICATION COVER PAGE**

1. Agency Legal Name: Center For Family Services, Inc.  
Agency dba (if applicable): \_\_\_\_\_  
Federal Identification Number: 22-3669704 D-U-N-S 012278537
2. Chief Professional Officer Name & Title Richard Stagliano, President/CEO  
Number of Years as CPO: 15  
Street Address: 584 Benson Street, Camden, New Jersey, 08103  
Mailing Address: same as street address  
Telephone: 856.964.1990 Fax: 856.964.1992 Email: rstagliano@centerffs.org  
Agency Web Address: http://www.centerffs.org  
If any of the above information is less than a year old, please check here \_\_\_\_\_
3. Lead Agency Staff Person (if other than CPO)  
Name & Title: Eileen Henderson  
Street Address: 584 Benson Street, Camden, NJ 08103  
Mailing Address: same as street address  
Telephone: 856.964.1990 Fax: 856.964.0211 Email: ehenderson@centerffs.org
4. Name of Fiscal Officer: Elixandra Alvarez  
Phone Number of Fiscal Officer 856-964-1990 ext. 181  
If any of the above information is less than a year old, please check here \_\_\_\_\_
5. Chief Volunteer Office: \_\_\_\_\_ Volunteer Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_
6. The age of the Proposer's firm and the average number of employees over the past three years  
95 years old; 748 employee average
7. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The County may obtain references from any of the parties listed.  
N/A
8. Primary Geographic Service Area: Include map of location  
Gloucester County  
A map of the location is attached.

9. On the line below, enter information requested:

Program Name	Type of Request (New/Enhanced/Expansion/Match)	Requested Amount
Together Youth Shelter: Get Fit	Enhanced	\$20,000
TOTAL REQUEST		\$ <u>20,000</u>

HUD GRANT NO: B-15-UC-34-0109  
AMOUNT: \$20,000.00  
GC AGREEMENT NO: CD-15-PS#6

**AGREEMENT  
FOR USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
BETWEEN  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
ROBIN'S NEST, INC.**

**THIS AGREEMENT**, made and entered into on the 1<sup>st</sup> day of **September, 2015** by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County", and **Robin's Nest, Inc.** a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient," located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a **FFY 2015** 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 **PY2015-2016** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **Robin's Nest, Inc.** for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2015 to August 31, 2016.

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

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

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

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

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

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

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

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

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

19. Termination Date – The termination date of this Agreement is **August 31, 2016**.
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:

Robin's Nest, Inc.

COUNTY OF GLOUCESTER

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

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

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

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

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

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

ATTEST:

ATTEST:

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

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

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

By: Chad M. Bruner, Administrator/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
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

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

**Robin's Nest, Inc. – Danellie Counseling Center**  
 42 S. Delsea Drive  
 Glassboro, NJ 08028

GLOUCESTER COUNTY, NEW JERSEY

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

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

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

\_\_\_\_\_  
 Date

**ATTEST:**

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

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

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

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

## APPENDIX TO CDBG CERTIFICATIONS

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

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

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

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

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

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

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

**EXHIBIT 2**

**SCOPE OF SERVICES**

## **EXHIBIT 2**

### **SCOPE OF SERVICES**

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

Agency: **Robin's Nest, Inc.**

Activity Name: **Parent-Child Interaction Therapy (PCIT)**

Activity Number: **CD-15-PS#6**

### **ACTIVITY DESCRIPTION**

The total **PY 2015-2016 CDBG** budget for this activity shall not exceed **\$20,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2016**.

Robin's Nest, Inc. will be funded for the implementation of its Parent-Child Interaction Therapy Program to provide counseling services to 50 children from between the ages of 2 and 8 residing in low-moderate income households. These services include 16 sessions for each child with a Masters level therapist that focuses on improving the quality of the parent child relationship in order to reduce symptoms of Oppositional Defiant Disorder, Attention Deficit Hyperactivity Disorder and Conduct Disorder. There are numerous studies supporting PCIT as an effective evidenced based intervention for disruptive disorders in young children. All activities will be performed through the Danellie Counseling Center of Robins Nest. Robins Nest, Inc. has been in operation since 1968 providing its children advocacy services to the residents of Gloucester County.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY**

# GLOUCESTER COUNTY



## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### SUBRECIPIENT MONITORING POLICY

## ***INTRODUCTION***

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

## ***SUBGRANTEE MONITORING***

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:

➤ time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient

- contractor payroll for Davis-Bacon verification, as applicable
  - program income, if any
4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
  5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
  6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
    - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
    - The County will complete its formal monitoring evaluation of its subgrantees no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

**SUBRECIPIENT MONITORING SCHEDULE**  
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
  - progress toward achievement of assignment
  - compliance with program requirements
  - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
  - staffing adequacy and quality of performance
  - adjustments necessary (if any) to the assignment
  - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

## I. PROGRAM INFORMATION

Date of Visit: \_\_\_\_\_

Contract Period: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Program Name/#: \_\_\_\_\_

Subrecipient Name: \_\_\_\_\_

Subrecipient Staff Interviewed: Name/Title	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Evaluator Name: \_\_\_\_\_

Signature of Evaluator: \_\_\_\_\_ Date: \_\_\_\_\_

## II. EVALUATOR REVIEWED

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

## III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
- Area Benefit (Census Tract #: \_\_\_\_\_)
- Presumed Beneficiary (Specify: \_\_\_\_\_)
- 
- Urgent Need

51% Low / Mod  
Prevention or elimination of slums or blight

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) \_\_\_\_\_  
\_\_\_\_\_

Consolidated Plan Priority: \_\_\_\_\_  
\_\_\_\_\_

Describe service provided by program: \_\_\_\_\_  
\_\_\_\_\_

**IV. PROGRAM PERFORMANCE**

Describe the program's intake and service delivery process: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List program contracted goals:

<u>Objective</u>	<u>Performance</u> (as of _____ )
1.	
2.	
3.	

Is the program meeting its contracted goals?  YES  NO If not, explain why not? \_\_\_\_\_  
\_\_\_\_\_

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Is it a verifiable outcome?  YES  NO

**V. PROGRAM REPORTING**

What is the process of summarizing client records into reports? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the subrecipient submit timely quarterly reports?  YES  NO

Does the subrecipient use unduplicated numbers on quarterly reports?  YES  NO

Problems/issues indicated on quarterly reports: \_\_\_\_\_

---

---

**VI. PROGRAM RECORDKEEPING**

Program Files

- Files available & accessible  5-year file retention  
 Copy of contract & monitoring procedures for subcontractor, if applicable (N/A)  Current income limits in file

Client Files

- |  |   |
|--|---|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted identified | <input type="checkbox"/> Female Head of household         |
| <input type="checkbox"/> Urban County Resident? services                               | <input type="checkbox"/> Date client applied for          |
| <input type="checkbox"/> Documentation on the type & duration of services              | <input type="checkbox"/> Household Income level provided  |
| <input type="checkbox"/> Number in household income                                    | <input type="checkbox"/> Source & amount of all household |
| Ethnicity, age, gender of applicant  | <input type="checkbox"/> ethnic categories used           |
| Follow-up services   | Updated Job placement information                         |

Other information collected: \_\_\_\_\_

**VII. COMPUTER SYSTEMS/STORAGE**

NO

YES

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?<br>YES NO  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?<br>YES NO   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files?  | <input type="checkbox"/> | <input type="checkbox"/> |

**VIII. MARKETING**

Describe method of outreach/advertising the program. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

YES  NO

Is a Fair Housing logo displayed?  YES  NO  N/A

**IX. ORGANIZATION INFORMATION**

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

- |   |                          |                          |
|---|--------------------------|--------------------------|
| Does the organization have personnel policies, drug policy and affirmative action policy? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address personnel complaints?       | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address client complaints?          | <input type="checkbox"/> | <input type="checkbox"/> |
| Are Equal Opportunity posters displayed?  | <input type="checkbox"/> | <input type="checkbox"/> |

Are there any staffing issues?  YES  NO If Yes, explain. \_\_\_\_\_

\_\_\_\_\_

Are there staff turnover concerns?  YES  NO If Yes, explain. \_\_\_\_\_

How many volunteers are working on the program? \_\_\_\_\_

Are volunteers trained as necessary?  YES  NO

How are volunteer hours tracked? \_\_\_\_\_

**X. OTHER INFORMATION**

In what areas are technical assistance/training needed? \_\_\_\_\_

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



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

## I. PROGRAM INFORMATION

Date of Visit:	_____	Contract Amount:	_____
Contract Period:	_____		
Program Name/#:	_____		
Subrecipient Name:	_____		
Subrecipient Staff Interviewed: Name/Title		Responsibilities	
	_____		_____
	_____		_____
	_____		_____
	_____		_____
Evaluator Name:	_____		
Signature of Evaluator:	_____	Date:	_____

## II. FINANCES

Total amount budgeted for this program year: \_\_\_\_\_

Total amount expended through quarter ending \_\_\_\_\_: \_\_\_\_\_

Total amount of CDBG disbursements through quarter ending \_\_\_\_\_: \_\_\_\_\_

Timely submission of demands  YES  NO If No, explain. \_\_\_\_\_

Funding Sources:

**Source/Budget**

**Awarded/Received**

1. \_\_\_\_\_

\_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

3. \_\_\_\_\_

\_\_\_\_\_

4. \_\_\_\_\_

\_\_\_\_\_

Verify funds awarded/received to income statement/award letters: \_\_\_\_\_

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

- |   |                          |                          |                          |                                 |
|---|--------------------------|--------------------------|--------------------------|---------------------------------|
| 1. Are budgets compared to actual expenses/revenues during the year?                        | <input type="checkbox"/> | <input type="checkbox"/> |                          |                                 |
| 2. Are significant variances from the budget researched and explained?                      | <input type="checkbox"/> | <input type="checkbox"/> |                          |                                 |
| 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
|   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 4. Are receipts logged at the time mail is opened?  |                          |                          |                          |                                 |
| 5. Who deposits receipts into the bank?   |                          |                          |                          |                                 |
| 6. Who compares the deposits to the log of receipts?  |                          |                          |                          |                                 |
| 7. Who posts the receipts into the accounting system?                                       |                          |                          |                          |                                 |
| 8. Who approves invoices for payment?   |                          |                          |                          |                                 |
| 9. Who codes the invoice/check request for program and funding source?                      |                          |                          |                          |                                 |
| 10. Who prepares the checks?  |                          |                          |                          |                                 |
| 11. Who signs the checks? 12. Who mails the checks?   |                          |                          |                          |                                 |
| 13. Who posts the disbursements into the accounting system?                                 |                          |                          |                          |                                 |
| 14. Who is primarily responsible for program accounting?                                    |                          |                          |                          |                                 |
| 15. Are bank accounts reconciled timely and reviewed by an independent person?              |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
|   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 16. Are timesheets signed by the employee and supervisor?                                   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)?      |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
|   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 18. Is there an accounting procedure manual? Is it up to date?                              |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 19. Are fees charged for services?  |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 20. Is program income generated? Is it properly reported?                                   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 21. Are outstanding audit findings resolved?  |                          |                          |                          |                                 |
| 22. Are employee taxes paid?  |                          |                          |                          |                                 |



**EXHIBIT 5**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 6**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

## Addendum A

### 2015-2016 PUBLIC SERVICE ACTIVITIES APPLICATION COVER PAGE

1. Agency Legal Name: Robins' Nest Inc.  
 Agency dba (if applicable): \_\_\_\_\_  
 Federal Identification Number: 23-7001477 D-U-N-S 022728588
  
2. Chief Professional Officer Name & Title Dr. Anthony DiFabio, Chief Executive Officer  
 Number of Years as CPO: 8  
 Street Address: 42 South Delsea Drive, Glassboro, New Jersey 08028  
 Mailing Address: 42 South Delsea Drive, Glassboro, New Jersey 08028  
 Telephone: 856.881.8689 Fax: 856.881.7614 Email: adifabio@robinsnestinc.org  
 Agency Web Address: www.robinsnestinc.org  
 If any of the above information is less than a year old, please check here \_\_\_\_\_
  
3. Lead Agency Staff Person (if other than CPO)  
 Name & Title : Bridget DeFiccio LPC, Director of Outpatient  
 Street Address: 42 South Delsea Drive, Glassboro, New Jersey 08028  
 Mailing Address: 42 South Delsea Drive, Glassboro, New Jersey 08028  
 Telephone: 856.881.8689 Fax: 856.881.7614 Email: bdeficcio@robinsnestinc.org
  
4. Name of Fiscal Officer: Kathy Wingate, CPA  
 Phone Number of Fiscal Officer: 856.881.8689  
 If any of the above information is less than a year old, please check here \_\_\_\_\_
  
5. Chief Volunteer Office: Thomas Sommer Volunteer Title: Director of Development  
 Mailing Address: 42 South Delsea Drive, Glassboro, New Jersey 08028
  
6. The age of the Proposer's firm and the average number of employees over the past three years  
Robins' Nest Inc. has been operating for 46 years. The average number of employees is 325.
  
7. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The County may obtain references from any of the parties listed.  
PCIT has been provided by DCC for the past 3 years.
  
8. Primary Geographic Service Area: Include map of location  
DCC PCIT will serve Gloucester County Residents
  
9. On the line below, enter information requested:

Program Name	Type of Request (New/Enhanced/Expansion/Match)	Requested Amount
<u>Danellie Counseling Center</u>	<u>Expansion</u>	<u>\$20,000</u>
<u>Parent Child Interaction Therapy</u>		
<u>TOTAL REQUEST</u>		<u>\$ 20,000</u>

HUD GRANT NO: B-15-UC-34-0109  
AMOUNT: \$45,000.00  
GC AGREEMENT NO: CD-14-PS#1

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

**THIS AGREEMENT**, made and entered into on the 1<sup>st</sup> day of **September, 2015** by and between **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and the **Boys & Girls Club of Gloucester County**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a FFY 2015 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 PY2015-2016 CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **Boys & Girls Club of Gloucester County** for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2015 to August 31, 2016.

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

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

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

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

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

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

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

6. Record Keeping/Reporting

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
19. Termination Date – The termination date of this Agreement is **August 31, 2016**.
20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
  - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
  - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
  - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
  - d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The "Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions," 1994 Revision or its successors, ["The Yellow Book"] issued by the Comptroller General, United States General Accounting Office.
- B. The "Single Audit Act of 1984" [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in

Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor's report, as soon as practicable following the close of its normal independent auditor's report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.

- E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
  - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. **PERFORMANCE**

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

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

Boys & Girls Club of Gloucester County

COUNTY OF GLOUCESTER

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

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

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

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

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

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

ATTEST:

ATTEST:

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

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

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

By: Chad M. Bruner, Administrator/Clerk of the Board  
(Typed Name/Title)

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

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

Approved by Resolution dated:

Approved by Resolution dated:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 1**

**CERTIFICATIONS**

## EXHIBIT 1

### COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

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

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

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

**Boys & Girls Club of Gloucester County**  
 916 Penn Line Road  
 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 0

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

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

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

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

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

**EXHIBIT 2**

**SCOPE OF SERVICES**

## **EXHIBIT 2**

### **SCOPE OF SERVICES**

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

Agency: **The Boys & Girls Club of Gloucester County**

Activity Name: **Boys & Girls Club –Teen Center Multi Media Leadership for Youth Program**

Activity Number: **CD-15-PS#1**

### **ACTIVITY DESCRIPTION**

The total PY 2015-2016 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 **August 31, 2016**.

The Boys & Girls Club of Gloucester County is requesting funding to provide low income teens with access to a safe enriching environment at the three (3) locations of the GC Boys & Girls Clubs with the base at the Teen Center in Paulsboro for after school activities until 8pm. The program involves participants in every aspect of multimedia while learning and experiencing the power and influence of media communications working on actual programs for youth, community groups and businesses. Boys & Girls Clubs of Gloucester County has been the forefront of youth development, working with young people from disadvantaged economic, social and family circumstances. The program anticipates to serve 50-75 youth.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY**

# GLOUCESTER COUNTY



## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### SUBRECIPIENT MONITORING POLICY

## ***INTRODUCTION***

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

## ***SUBGRANTEE MONITORING***

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
  - time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient

- contractor payroll for Davis-Bacon verification, as applicable
  - program income, if any
4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
  5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
  6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
    - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
    - The County will complete its formal monitoring evaluation of its subgrantees no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

**SUBRECIPIENT MONITORING SCHEDULE**  
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
  - progress toward achievement of assignment
  - compliance with program requirements
  - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
  - staffing adequacy and quality of performance
  - adjustments necessary (if any) to the assignment
  - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

## I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	
	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____ Date: _____	

## II. EVALUATOR REVIEWED

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

## III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
- Area Benefit (Census Tract #: \_\_\_\_\_)
- Presumed Beneficiary (Specify: \_\_\_\_\_)
- 
- 
- Urgent Need

51% Low / Mod  
Prevention or elimination of slums or blight

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) \_\_\_\_\_  
\_\_\_\_\_

Consolidated Plan Priority: \_\_\_\_\_  
\_\_\_\_\_

Describe service provided by program: \_\_\_\_\_  
\_\_\_\_\_

**IV. PROGRAM PERFORMANCE**

Describe the program's intake and service delivery process: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List program contracted goals:

<u>Objective</u>	<u>Performance</u> (as of _____ )
1.	
2.	
3.	

Is the program meeting its contracted goals?  YES  NO If not, explain why not? \_  
\_\_\_\_\_

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Is it a verifiable outcome?  YES  NO

**V. PROGRAM REPORTING**

What is the process of summarizing client records into reports? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the subrecipient submit timely quarterly reports?  YES  NO

Does the subrecipient use unduplicated numbers on quarterly reports?  YES  NO

Problems/issues indicated on quarterly reports: \_\_\_\_\_

---

---

**VI. PROGRAM RECORDKEEPING**

Program Files

- Files available & accessible  5-year file retention  
 Copy of contract & monitoring procedures  
 for subcontractor, if applicable (N/A)  Current income limits in file

Client Files

- |   |   |
|---|---|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted | <input type="checkbox"/> Female Head of household         |
| <input type="checkbox"/> identified   | <input type="checkbox"/> Date client applied for          |
| <input type="checkbox"/> Urban County Resident?                             | <input type="checkbox"/> Household Income level provided  |
| <input type="checkbox"/> services   | <input type="checkbox"/> Source & amount of all household |
| <input type="checkbox"/> Documentation on the type & duration of services   | <input type="checkbox"/> ethnic categories used           |
| <input type="checkbox"/> Number in household                                | <input type="checkbox"/> Job placement information        |
| income  |   |
| Ethnicity, age, gender of applicant   | Updated   |
| Follow-up services  |   |

Other information collected: \_\_\_\_\_

**VII. COMPUTER SYSTEMS/STORAGE**

NO

YES

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?<br>YES NO  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?<br>YES NO   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files?  | <input type="checkbox"/> | <input type="checkbox"/> |

**VIII. MARKETING**

Describe method of outreach/advertising the program. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

YES  NO

Is a Fair Housing logo displayed?  YES  NO  N/A

**IX. ORGANIZATION INFORMATION**

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

Does the organization have personnel policies, drug policy and affirmative action policy?  YES  NO

Does the organization have policies and procedures to address personnel complaints?  YES  NO

Does the organization have policies and procedures to address client complaints?  YES  NO

Are Equal Opportunity posters displayed?  YES  NO

Are there any staffing issues?  YES  NO If Yes, explain. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Are there staff turnover concerns?  YES  NO If Yes, explain. \_\_\_\_\_

How many volunteers are working on the program? \_\_\_\_\_

Are volunteers trained as necessary?  YES  NO

How are volunteer hours tracked? \_\_\_\_\_

\_\_\_\_\_

**X. OTHER INFORMATION**

In what areas are technical assistance/training needed? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

## I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____	Date: _____

## II. FINANCES

Total amount budgeted for this program year: \_\_\_\_\_

Total amount expended through quarter ending \_\_\_\_\_: \_\_\_\_\_

Total amount of CDBG disbursements through quarter ending \_\_\_\_\_: \_\_\_\_\_

Timely submission of demands  YES  NO If No, explain. \_\_\_\_\_

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: \_\_\_\_\_

**III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS**

**YES NO**

- |   |                          |                          |                          |                                 |
|---|--------------------------|--------------------------|--------------------------|---------------------------------|
| 1. Are budgets compared to actual expenses/revenues during the year?                        | <input type="checkbox"/> | <input type="checkbox"/> |                          |                                 |
| 2. Are significant variances from the budget researched and explained?                      | <input type="checkbox"/> | <input type="checkbox"/> |                          |                                 |
| 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 4. Are receipts logged at the time mail is opened?  |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 5. Who deposits receipts into the bank?   |                          |                          |                          | _____                           |
| 6. Who compares the deposits to the log of receipts?  |                          |                          |                          | _____                           |
| 7. Who posts the receipts into the accounting system?                                       |                          |                          |                          | _____                           |
| 8. Who approves invoices for payment?   |                          |                          |                          | _____                           |
| 9. Who codes the invoice/check request for program and funding source?                      |                          |                          |                          | _____                           |
| 10. Who prepares the checks?  |                          |                          |                          | _____                           |
| 11. Who signs the checks? 12. Who mails the checks?   |                          |                          |                          | _____                           |
| 13. Who posts the disbursements into the accounting system?                                 |                          |                          |                          | _____                           |
| 14. Who is primarily responsible for program accounting?                                    |                          |                          |                          | _____                           |
| 15. Are bank accounts reconciled timely and reviewed by an independent person?              |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
|   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 16. Are timesheets signed by the employee and supervisor?                                   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)?      |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
|   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 18. Is there an accounting procedure manual? Is it up to date?                              |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 19. Are fees charged for services?  |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 20. Is program income generated? Is it properly reported?                                   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 21. Are outstanding audit findings resolved?  |                          |                          |                          |                                 |
| 22. Are employee taxes paid?  |                          |                          |                          |                                 |



**EXHIBIT 5**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 6**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

## Addendum A

### 2015-2016 PUBLIC SERVICE ACTIVITIES APPLICATION COVER PAGE

1. Agency Legal Name: Boys & Girls Clubs of Gloucester County, Inc.  
Agency dba (if applicable): \_\_\_\_\_  
Federal Identification Number: 54-2075655 D-U-N-S 197475259
2. Chief Professional Officer Name & Title Robert Taylor, Executive Director  
Number of Years as CPO: 3 years  
Street Address: 2 Center Street, Glassboro, NJ 08028  
Mailing Address: P.O. Box 742, Glassboro, NJ 08028  
Telephone: 856-881-6084 Fax: 856-881-0079 Email: rtaylor@gcbgc.org  
Agency Web Address: www.gcbgc.org  

If any of the above information is less than a year old, please check here \_\_\_\_\_
3. Lead Agency Staff Person (if other than CPO)  
Name & Title : \_\_\_\_\_  
Street Address: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_
4. Name of Fiscal Officer: Theresa Root  
Phone Number of Fiscal Officer 856-881-6084  

If any of the above information is less than a year old, please check here \_\_\_\_\_
5. Chief Volunteer Office: Theresa DiVietro Volunteer Title: Board President  
Mailing Address: 206 W. High Street, Glassboro, NJ 08028
6. The age of the Proposer's firm and the average number of employees over the past three years  
Boys & Girls Clubs of Gloucester County merged both Glassboro and Paulsboro in June 2007 (8 years ago). The average number of employees for past three years is 24.
7. N/A
8. Primary Geographic Service Area: Include map of location
9. On the line below, enter information requested:

Program Name	Type of Request (New/Enhanced/Expansion/Match)	Requested Amount
<u>Boys &amp; Girls Clubs Gloucester County Multimedia &amp; Leadership Program -</u>	<u>Enhanced</u>	<u>\$60,000 TOTAL REQUEST</u>

HUD GRANT NO: B-15-UC-34-0109  
AMOUNT: \$20,000.00  
GC AGREEMENT NO: CD-15-PS#4

**AGREEMENT  
FOR USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
BETWEEN  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
GATEWAY COMMUNITY ACTION PARTNERSHIP**

**THIS AGREEMENT**, made and entered into on the 1<sup>st</sup> day of **September, 2015** 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 **Gateway Community Action Partnership**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a **FFY 2015** 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 **PY2015-2016** CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **Gateway Community Action Partnership** for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2015 to August 31, 2016.

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

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

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

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

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

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

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

6. Record Keeping/Reporting

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

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

19. Termination Date – The termination date of this Agreement is **August 31, 2016**.

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:

Gateway Community Action Partnership

COUNTY OF GLOUCESTER

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

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

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

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

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

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

ATTEST:

ATTEST:

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

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

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

By: Chad M. Bruner, Administrator/Clerk of the Board  
(Typed Name/Title)

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

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

Approved by Resolution dated:

Approved by Resolution dated:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 1**  
**CERTIFICATIONS**

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## EXHIBIT 1

### COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

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

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

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

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

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

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

**Place of Performance (Street address, city, county, state, zip code)**  
**Gateway Community Action Partnership – Extended Headstart Learning Program**

3 locations:

- Glassboro Headstart, 35 Sewell Street, Glassboro, NJ 08028
- Williamstown Headstart, 245 Glassboro Road, Williamstown, NJ 08094
- Paulsboro Headstart, 901 N. Delaware Street, Paulsboro, NJ

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**

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## 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: Gateway Community Action Partnership  
Activity Name: Extended Headstart Learning Program  
Activity Number: CD-15-PS#4

### ACTIVITY DESCRIPTION

The total PY 2014-2015 CDBG budget for this activity shall not exceed \$20,000.00. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on August 31, 2016.

Gateway CAP is a non-profit and Community based organization that assists low and moderate income residents identify and overcome barriers to self-sufficiency. The Gateway Extended Headstart Early Learning Program will serve 34 youth between 3 and 5 years old as part of an extended 8 week summer session that will begin the first Monday in June 2016 and run through the end of July 2016. Students will be provided breakfast, lunch, and snacks. The program benefits both child and parent by offering valuable structured classroom instructional time to help prepare youngsters entering kindergarten. For parents, the program relieves a significant child care burden allowing many to continue unaltered work or schooling schedules.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

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**EXHIBIT 4**

**GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY**

# GLOUCESTER COUNTY



## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### SUBRECIPIENT MONITORING POLICY

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## ***INTRODUCTION***

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

## ***SUBGRANTEE MONITORING***

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
  - time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient

- contractor payroll for Davis-Bacon verification, as applicable
  - program income, if any
4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
  5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
  6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
    - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
    - The County will complete its formal monitoring evaluation of its subgrantees no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

**SUBRECIPIENT MONITORING SCHEDULE**  
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
  - progress toward achievement of assignment
  - compliance with program requirements
  - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
  - staffing adequacy and quality of performance
  - adjustments necessary (if any) to the assignment
  - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

## I. PROGRAM INFORMATION

Date of Visit: _____		Contract Amount: _____	
Contract Period: _____		_____	
Program Name/#: _____			
Subrecipient Name: _____			
_____			
Subrecipient Staff Interviewed: Name/Title		Responsibilities	
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Evaluator Name: _____			
_____			
Signature of Evaluator: _____		Date: _____	

## II. EVALUATOR REVIEWED

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

## III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
- Area Benefit (Census Tract #: \_\_\_\_\_)
- Presumed Beneficiary (Specify: \_\_\_\_\_)
- 
- Urgent Need

51% Low / Mod  
Prevention or elimination of slums or blight

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) \_\_\_\_\_

Consolidated Plan Priority: \_\_\_\_\_

Describe service provided by program: \_\_\_\_\_

**IV. PROGRAM PERFORMANCE**

Describe the program's intake and service delivery process: \_\_\_\_\_

List program contracted goals:

<u>Objective</u>	<u>Performance</u> (as of _____ )
1.	
2.	
3.	

Is the program meeting its contracted goals?  YES  NO If not, explain why not? \_\_\_\_\_

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). \_\_\_\_\_

Is it a verifiable outcome?  YES  NO

**V. PROGRAM REPORTING**

What is the process of summarizing client records into reports? \_\_\_\_\_

Does the subrecipient submit timely quarterly reports?  YES  NO

Does the subrecipient use unduplicated numbers on quarterly reports?  YES  NO

Problems/issues indicated on quarterly reports: \_\_\_\_\_

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**VI. PROGRAM RECORDKEEPING**

Program Files

- Files available & accessible  5-year file retention  
 Copy of contract & monitoring procedures  
 for subcontractor, if applicable (N/A)  Current income limits in file

Client Files

- |   |   |
|---|---|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted | <input type="checkbox"/> Female Head of household         |
| <input type="checkbox"/> identified   | <input type="checkbox"/> Date client applied for          |
| <input type="checkbox"/> Urban County Resident?                             | <input type="checkbox"/> Household Income level provided  |
| <input type="checkbox"/> services   | <input type="checkbox"/> Source & amount of all household |
| <input type="checkbox"/> Documentation on the type & duration of services   | <input type="checkbox"/> ethnic categories used           |
| <input type="checkbox"/> Number in household                                | <input type="checkbox"/> Job placement information        |
- income  
 Ethnicity, age, gender of applicant Updated  
 Follow-up services

Other information collected: \_\_\_\_\_

**VII. COMPUTER SYSTEMS/STORAGE**

NO

YES

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?<br>YES NO  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?<br>YES NO   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files?  | <input type="checkbox"/> | <input type="checkbox"/> |

**VIII. MARKETING**

Describe method of outreach/advertising the program. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

YES  NO

Is a Fair Housing logo displayed?  YES  NO  N/A

**IX. ORGANIZATION INFORMATION**

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

- |   |                          |                          |
|---|--------------------------|--------------------------|
| Does the organization have personnel policies, drug policy and affirmative action policy? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address personnel complaints?       | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address client complaints?          | <input type="checkbox"/> | <input type="checkbox"/> |
| Are Equal Opportunity posters displayed?  | <input type="checkbox"/> | <input type="checkbox"/> |

Are there any staffing issues?  YES  NO If Yes, explain. \_\_\_\_\_

\_\_\_\_\_

Are there staff turnover concerns?  YES  NO If Yes, explain. \_\_\_\_\_

How many volunteers are working on the program? \_\_\_\_\_

Are volunteers trained as necessary?  YES  NO

How are volunteer hours tracked? \_\_\_\_\_

**X. OTHER INFORMATION**

In what areas are technical assistance/training needed? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

## I. PROGRAM INFORMATION

Date of Visit:	_____	Contract Amount:	_____
Contract Period:	_____		
Program Name/#:	_____		
Subrecipient Name:	_____		
Subrecipient Staff Interviewed: Name/Title		Responsibilities	
	_____		_____
	_____		_____
	_____		_____
	_____		_____
Evaluator Name:	_____		
Signature of Evaluator:	_____	Date:	_____

## II. FINANCES

Total amount budgeted for this program year: \_\_\_\_\_

Total amount expended through quarter ending \_\_\_\_\_: \_\_\_\_\_

Total amount of CDBG disbursements through quarter ending \_\_\_\_\_: \_\_\_\_\_

Timely submission of demands  YES  NO If No, explain. \_\_\_\_\_

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: \_\_\_\_\_

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

- |   |                          |                          |                          |                                 |
|---|--------------------------|--------------------------|--------------------------|---------------------------------|
| 1. Are budgets compared to actual expenses/revenues during the year?                        | <input type="checkbox"/> | <input type="checkbox"/> |                          |                                 |
| 2. Are significant variances from the budget researched and explained?                      | <input type="checkbox"/> | <input type="checkbox"/> |                          |                                 |
| 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
|   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 4. Are receipts logged at the time mail is opened?  |                          |                          |                          |                                 |
| 5. Who deposits receipts into the bank?   |                          |                          |                          |                                 |
| 6. Who compares the deposits to the log of receipts?  |                          |                          |                          |                                 |
| 7. Who posts the receipts into the accounting system?                                       |                          |                          |                          |                                 |
| 8. Who approves invoices for payment?   |                          |                          |                          |                                 |
| 9. Who codes the invoice/check request for program and funding source?                      |                          |                          |                          |                                 |
| 10. Who prepares the checks?  |                          |                          |                          |                                 |
| 11. Who signs the checks? 12. Who mails the checks?   |                          |                          |                          |                                 |
| 13. Who posts the disbursements into the accounting system?                                 |                          |                          |                          |                                 |
| 14. Who is primarily responsible for program accounting?                                    |                          |                          |                          |                                 |
| 15. Are bank accounts reconciled timely and reviewed by an independent person?              |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
|   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 16. Are timesheets signed by the employee and supervisor?                                   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)?      |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
|   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 18. Is there an accounting procedure manual? Is it up to date?                              |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 19. Are fees charged for services?  |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 20. Is program income generated? Is it properly reported?                                   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 21. Are outstanding audit findings resolved?  |                          |                          |                          |                                 |
| 22. Are employee taxes paid?  |                          |                          |                          |                                 |



**EXHIBIT 5**

**LEASE AGREEMENT**

[Add if applicable]

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**EXHIBIT 6**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

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## Addendum A

### 2015-2016 PUBLIC SERVICE ACTIVITIES APPLICATION COVER PAGE

1. Agency Legal Name: Tri-County Community Action Agency, Inc.  
 Agency dba (if applicable): Gateway Community Action Partnership  
 Federal Identification Number: 22-1942357 D-U-N-S 613517200
2. Chief Professional Officer Name & Title Albert B. Kelly, President & CEO  
 Number of Years as CPO: 28 years  
 Street Address: 110 Cohansey Street, Bridgeton, NJ 08302  
 Mailing Address: same as above  
 Telephone: (856) 451-6330 Fax: (856) 455-7288.  
 Agency Web Address: www.gatewaycap.org  
 If any of the above information is less than a year old, please check here \_\_\_\_\_
3. Lead Agency Staff Person (if other than CPO)  
 Name & Title : Bonnie Eggenburg, V.P./Early Head Start and Head. Start  
 Street Address: 110 Cohansey Street, Bridgeton, NJ 08302  
 Mailing Address: same as above  
 Telephone: 856-497-6676 Fax: 856 455-7288 Email: beggen@gatewaycap.org
4. Name of Fiscal Officer: Michelle Brown  
 Phone Number of Fiscal Officer (856) 497-6624  
 If any of the above information is less than a year old, please check here \_\_\_\_\_
5. Chief Volunteer Office: Tom Paulsen Volunteer Title: V.P./Human Resources  
 Mailing Address: 110 Cohansey Street, Bridgeton, NJ 08302
6. The age of the Proposer's firm and the average number of employees over the past three years
7. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The County may obtain references from any of the parties listed.

This program was initiated a year ago (summer 2015) at the Gateway Head Start centers in Glassboro and Williamstown.

8. Primary Geographic Service Area: Include map of location  
 See map, attached.
9. On the line below, enter information requested:

Program Name	Type of Request (New/Enhanced/Expansion/Match)	Requested Amount
<u>Gateway Extended Head Start Early Learning Program (Enhanced Program)</u>		
TOTAL REQUEST		<u>\$ 26,250</u>

HUD GRANT NO: B-15-UC-34-0109  
AMOUNT: \$10,000.00  
GC AGREEMENT NO: CD-15-PS#5

**AGREEMENT  
FOR USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
BETWEEN  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
NEWFIELD TERRACE COMMUNITY ACTION ORGANIZATION**

**THIS AGREEMENT**, made and entered into on the 1<sup>st</sup> day of **September, 2015** by and between COUNTY OF GLOUCESTER, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Freeholders, hereinafter referred to as the County”, and the **Newfield Terrace Community Action Organization**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient,” located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County;

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a FFY 2015 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 PY2015 -2016 CDBG funding has been appropriated by the Gloucester County Board of Chosen Freeholders for award to the **Newfield Terrace Community Action Organization** for the implementation of activities determined to be CDBG eligible by the County; and

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

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

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully expended from September 1, 2015 to August 31, 2016.

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

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

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

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

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

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

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

6. Record Keeping/Reporting

A. Financial Record Keeping

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

B. Programmatic Record Keeping/Reporting

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

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

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

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

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

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

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

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

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

19. Termination Date – The termination date of this Agreement is **August 31, 2016**.

20. Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:

- a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
- b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
- c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.
- d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

21. Audits

The Subrecipient agrees to comply with the requirements of:

- A. The “Government Auditing Standards, Standards for Audit of Governmental Organizations, Programs, Activities and Functions,” 1994 Revision or its successors, [“The Yellow Book”] issued by the Comptroller General, United States General Accounting Office.
- B. The “Single Audit Act of 1984” [P.L. 104-156], required that States, local governments and non-profit organizations which receive federal funds must have audits performed in conformance with the Single Audit Act, as amended, and with implementing Circulars issued by the Office of Management and Budget, Municipal entities must have their audits prepared consistent with the requirement of OMB Circular A-133, or its successor.

If the minimum monetary amount requiring the preparation of the Single Audit, as stated in Circular A-133, are not triggered, the Subrecipient shall provide to the Gloucester County Community Development Block Grant Office three (3) copies of its normal independent auditor’s report, as soon as practicable following the close of its normal independent auditor’s report, as soon as practicable following the close of its fiscal year, but not later than 9 months following the close of each such year. The independent audit which addresses the Community Development Block Grant funds received/expended by the Subrecipient shall, conform to the Gloucester County Audit Standards described in 19 - C of this Agreement.

- C. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of

CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) A statement by the executive financial official of the organization or city that they have read and adhered to the requirements of OMB Circular A - 1-33 and have met those requirements as they are applicable to their organization. This statement should be in written form and submitted to Gloucester County within thirty (30) calendar days following the end of the fiscal year of the Subrecipient;
- 2) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 3) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 4) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 5) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 6) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- D. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
  - E. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
  - F. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.
22. The Subrecipient shall comply with all the applicable requirements of 24 CFR 570 [CDBG-R Regulations], the "Common Rule" [24 CFR Parts 84 and 85 – as applicable], OMB Circulars A-87, A-110, A-122, and

A-133, as applicable. These documents are incorporated as a part of this Agreement by reference, herein. The referenced documents are also available from the Gloucester County Community Development Program, upon request.

23. **PERFORMANCE**

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

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

Newfield Terrace Community Action Organization

COUNTY OF GLOUCESTER

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

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

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

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

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

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

ATTEST:

ATTEST:

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

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

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

By: Chad M. Bruner, Administrator/Clerk of the Board  
(Typed Name/Title)

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

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

Approved by Resolution dated:

Approved by Resolution dated:

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 1**  
**CERTIFICATIONS**

## EXHIBIT I

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

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

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

GLoucester County, New Jersey

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

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

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

\_\_\_\_\_  
 Date

**ATTEST:**

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

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

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

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

## APPENDIX TO CDBG CERTIFICATIONS

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

A. Lobbying Certification – Paragraph n

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

B. Drug-Free Workplace Certification – Paragraph o

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).

2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act. HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.

3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.

4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.

5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).

6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

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

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

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

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

**EXHIBIT 2**

**SCOPE OF SERVICES**

## EXHIBIT 2

### SCOPE OF SERVICES

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

Agency: Newfield Terrace Community Action Organization  
Activity Name: Youth After school Program  
Activity Number: CD-15-PS#5

### ACTIVITY DESCRIPTION

The total **PY 2015-2016 CDBG** budget for this activity shall not exceed **\$10,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **August 31, 2016**.

Newfield Terrace Community Action Organization is a private non-profit and Community based organization located at the Newfield Terrace Community Center in Gloucester County's Township of Franklin. The program has been established to provide youth ages 6 to 18 with positive educational enrichment to the stimulation they receive during the regular school day, thereby enhancing their total knowledge and behavioral attitudes. Newfield Terrace Community Action Organization provides structured after-school programs featuring educational, technology, social and recreational programs that provide alternatives to the threat of drugs and gang-related activities. The program is an academic extension of the school day beginning at 3:30 p.m. and ending at 6:30 p.m. Monday through Friday. They have approximately 25 children of all ages that take advantage of the after school program. The program also schedules a "lock-in" from 6pm to 11pm on the weekends, once a month. The activities consist of music, food and games and require that someone (parent or guardian) drop off and pick the children up. Newfield Terrace is requesting funding for expenses related to the operation of the youth program for materials, maintenance, utilities and fees. The term of this agreement is September 1, 2014 through August 31, 2015.

**EXHIBIT 3**

**AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

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**EXHIBIT 4**

**GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY**

# GLOUCESTER COUNTY



## COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

### SUBRECIPIENT MONITORING POLICY

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## ***INTRODUCTION***

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

## ***SUBGRANTEE MONITORING***

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:

➤ time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient

- contractor payroll for Davis-Bacon verification, as applicable
  - program income, if any
4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
  5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
  6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
    - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
    - The County will complete its formal monitoring evaluation of its subgrantees no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

**SUBRECIPIENT MONITORING SCHEDULE**  
Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
  - progress toward achievement of assignment
  - compliance with program requirements
  - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
  - staffing adequacy and quality of performance
  - adjustments necessary (if any) to the assignment
  - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM MONITORING FORM

## I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	
	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____ Date: _____	

## II. EVALUATOR REVIEWED

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

## III. PROGRAM ELIGIBILITY

National Objective met by program:

- Benefit to low-income and moderate-income persons (N/A)
- Area Benefit (Census Tract #: \_\_\_\_\_)
- Presumed Beneficiary (Specify: \_\_\_\_\_)
- 
- Urgent Need

51% Low / Mod  
Prevention or elimination of slums or blight

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) \_\_\_\_\_  
\_\_\_\_\_

Consolidated Plan Priority: \_\_\_\_\_  
\_\_\_\_\_

Describe service provided by program: \_\_\_\_\_  
\_\_\_\_\_

**IV. PROGRAM PERFORMANCE**

Describe the program's intake and service delivery process: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List program contracted goals:

<u>Objective</u>	<u>Performance</u> (as of _____)
1.	
2.	
3.	

Is the program meeting its contracted goals?  YES  NO If not, explain why not? \_\_\_\_\_  
\_\_\_\_\_

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_ Is it a verifiable outcome?  YES  NO

**V. PROGRAM REPORTING**

What is the process of summarizing client records into reports? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Does the subrecipient submit timely quarterly reports?  YES  NO

Does the subrecipient use unduplicated numbers on quarterly reports?  YES  NO

Problems/issues indicated on quarterly reports: \_\_\_\_\_  
\_\_\_\_\_

---

---

**VI. PROGRAM RECORDKEEPING**

Program Files

- Files available & accessible  5-year file retention  
 Copy of contract & monitoring procedures for subcontractor, if applicable (N/A)  Current income limits in file

Client Files

- |  |   |
|--|---|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted identified | <input type="checkbox"/> Female Head of household         |
| <input type="checkbox"/> Urban County Resident? services                               | <input type="checkbox"/> Date client applied for          |
| <input type="checkbox"/> Documentation on the type & duration of services              | <input type="checkbox"/> Household Income level provided  |
| <input type="checkbox"/> Number in household income                                    | <input type="checkbox"/> Source & amount of all household |
| Ethnicity, age, gender of applicant  | Updated ethnic categories used                            |
| Follow-up services   | Job placement information                                 |

Other information collected: \_\_\_\_\_

**VII. COMPUTER SYSTEMS/STORAGE**

NO

YES

- |   |                          |                          |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential?<br>YES NO  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees?<br>YES NO   | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files?  |                          |                          |

**VIII. MARKETING**

Describe method of outreach/advertising the program. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

YES  NO

Is a Fair Housing logo displayed?  YES  NO  N/A

**IX. ORGANIZATION INFORMATION**

Personnel files include:

- Job title & description
- Qualifications
- Background check, if necessary

YES NO

- |   |                          |                          |
|---|--------------------------|--------------------------|
| Does the organization have personnel policies, drug policy and affirmative action policy? | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address personnel complaints?       | <input type="checkbox"/> | <input type="checkbox"/> |
| Does the organization have policies and procedures to address client complaints?          | <input type="checkbox"/> | <input type="checkbox"/> |
| Are Equal Opportunity posters displayed?  | <input type="checkbox"/> | <input type="checkbox"/> |

Are there any staffing issues?  YES  NO If Yes, explain. \_\_\_\_\_

\_\_\_\_\_

Are there staff turnover concerns?  YES  NO If Yes, explain. \_\_\_\_\_

How many volunteers are working on the program? \_\_\_\_\_

Are volunteers trained as necessary?  YES  NO

How are volunteer hours tracked? \_\_\_\_\_

**X. OTHER INFORMATION**

In what areas are technical assistance/training needed? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

## I. PROGRAM INFORMATION

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/#: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____	Date: _____

## II. FINANCES

Total amount budgeted for this program year: \_\_\_\_\_

Total amount expended through quarter ending \_\_\_\_\_: \_\_\_\_\_

Total amount of CDBG disbursements through quarter ending \_\_\_\_\_: \_\_\_\_\_

Timely submission of demands  YES  NO If No, explain. \_\_\_\_\_

Funding Sources:

Source/Budget	Awarded/Received
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____

Verify funds awarded/received to income statement/award letters: \_\_\_\_\_

**III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS**

**YES NO**

- |   |                          |                          |                          |                                 |
|---|--------------------------|--------------------------|--------------------------|---------------------------------|
| 1. Are budgets compared to actual expenses/revenues during the year?                        | <input type="checkbox"/> | <input type="checkbox"/> |                          |                                 |
| 2. Are significant variances from the budget researched and explained?                      | <input type="checkbox"/> | <input type="checkbox"/> |                          |                                 |
| 3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
|   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 4. Are receipts logged at the time mail is opened?  |                          |                          |                          |                                 |
| 5. Who deposits receipts into the bank?   |                          |                          |                          |                                 |
| 6. Who compares the deposits to the log of receipts?  |                          |                          |                          |                                 |
| 7. Who posts the receipts into the accounting system?                                       |                          |                          |                          |                                 |
| 8. Who approves invoices for payment?   |                          |                          |                          |                                 |
| 9. Who codes the invoice/check request for program and funding source?                      |                          |                          |                          |                                 |
| 10. Who prepares the checks?  |                          |                          |                          |                                 |
| 11. Who signs the checks? 12. Who mails the checks?   |                          |                          |                          |                                 |
| 13. Who posts the disbursements into the accounting system?                                 |                          |                          |                          |                                 |
| 14. Who is primarily responsible for program accounting?                                    |                          |                          |                          |                                 |
| 15. Are bank accounts reconciled timely and reviewed by an independent person?              |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
|   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 16. Are timesheets signed by the employee and supervisor?                                   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 17. Are functional timesheets used (e.g. hours worked each day broken-out by program)?      |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
|   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 18. Is there an accounting procedure manual? Is it up to date?                              |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 19. Are fees charged for services?  |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 20. Is program income generated? Is it properly reported?                                   |                          |                          | <input type="checkbox"/> | YES <input type="checkbox"/> NO |
| 21. Are outstanding audit findings resolved?  |                          |                          |                          |                                 |
| 22. Are employee taxes paid?  |                          |                          |                          |                                 |



**EXHIBIT 5**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 6**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]

## Addendum A

### 2015-2016 PUBLIC SERVICE ACTIVITIES APPLICATION COVER PAGE

1. Agency Legal Name: Newfield Terrace Community Action Org.  
 Agency dba (if applicable): \_\_\_\_\_  
 Federal Identification Number: 22-2313420 D-U-N-S 847440752
2. Chief Professional Officer Name & Title Charles MUSE president  
 Number of Years as CPO: 2  
 Street Address: P.O. Box 485 126 New Jersey Ave Newfield NJ 08344  
 Mailing Address: P.O. Box 485 Newfield NJ 08344  
 Telephone: 609-254-5529 Fax: \_\_\_\_\_ Email: ncceorg@gmail.com  
 Agency Web Address: ncceorg@gmail.com (ncce)  
 If any of the above information is less than a year old, please check here \_\_\_\_\_
3. Lead Agency Staff Person (if other than CPO)  
 Name & Title: Marlene Aikens  
 Street Address: 164 Grubb Rd Newfield, NJ 08344  
 Mailing Address: C  
 Telephone: (856) 694-2885 Fax: \_\_\_\_\_ Email: marla-164@hotmail.com
4. Name of Fiscal Officer: Tracy Brown  
 Phone Number of Fiscal Officer: (856) 694-0637  
 If any of the above information is less than a year old, please check here \_\_\_\_\_
5. Chief Volunteer Office: Robin Holmes Volunteer Title: Teacher  
 Mailing Address: 204 New York Ave Newfield NJ 08344
6. The age of the Proposer's firm and the average number of employees over the past three years
7. A listing of all other engagements where services of the types being proposed were provided in the past ten years. This should include other County governments and other levels of government. Contact information for the recipients of the similar services must be provided. The County may obtain references from any of the parties listed.
8. Primary Geographic Service Area: Include map of location
9. On the line below, enter information requested:

Program Name	Type of Request (New/Enhanced/Expansion/Match)	Requested Amount
<u>Newfield Terrace Community Action</u>	<u>New</u>	<u>\$15000<sup>00</sup></u>
TOTAL REQUEST		<u>\$15000<sup>00</sup></u>

03

**RESOLUTION AUTHORIZING THE PURCHASE OF A 2016 FORD F250 4X4 SUPERCAB FROM WINNER FORD FOR \$30,367.00**

**WHEREAS**, the County of Gloucester (hereinafter the "County"), through its Department of Public Works, Division of Fleet Management, has the need for the supply of a 2016 Ford F250 4x4 Supercab with Meyer 8ft. snow plow and towing package or equal (hereinafter "vehicle") to be utilized by Gloucester County Office of Emergency Response to conduct County business; and

**WHEREAS**, the County after due notice and advertisement, received sealed bids on June 9, 2015 for the purchase of the vehicle for use by the County; and

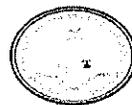
**WHEREAS**, after following the appropriate public bidding procedures, it was determined that Winner Ford, 250 Berlin Rd, Cherry Hill, NJ 08034, was the lowest responsive and responsible bidder to provide the vehicle as per bid specifications PD# 015-022; and

**WHEREAS**, the Purchasing Agent of the County has certified the availability of funds in the amount of \$30,367.00, for the purchase of the vehicle, pursuant to CAF# 15-06145 which amount shall be charged against budget line item #5-01-26-315-001-20672 for \$22,000.00 and #5-01-35-470-001-20201 for \$8,367.00.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of a 2016 Ford F250 4x4 Supercab with Meyer 8ft. snow plow and towing package for the amount of \$30,367.00 for use by Gloucester County Office of Emergency Response is hereby authorized in accordance with and pursuant to the bid submitted by Winner Ford and the specifications promulgated by the County PD #015-022; and

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

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 5, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

C-3

<p>PD 015-022                  Bid Opening 6/9/2015 10:00am                  SPECIFICATIONS FOR SUPPLYING ONE (1) 2016 OR NEWER FORD F250 4X4 SUPERCAB (OR APPROVED EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY PURCHASING SYSTEM NUMBERS CK-01-GC &amp; 16GLCP</p>	<p>VENDOR:                  Winner Ford                  250 Berlin Rd                  Cherry Hill, NJ 08034                  Mike Drahuschak Acct Mgr.                  856 427-2792                  856 428-4718 Fax</p>	<p>\$30,367.00</p>	<p>Kennedy Ford</p>
<p>DESCRIPTION</p>	<p>2016 Ford F250 4x4 Supercab</p>	<p>14 Weeks</p>	<p>Beyer Ford                  Hertrich Fleet Services</p>
<p>DELIVERY ARO</p>	<p>Variations: (if any)</p>	<p>None</p>	<p>Prime Vendor                  Fred Beans Ford</p>
<p>Will you extend your prices to local government entities within the County</p>	<p>Bid specifications sent to:</p>	<p>Yes</p>	<p>Sincerely,                  Robert J. McErlane                  Purchasing</p>
<p>Based upon the bids received, I recommend Winner Ford be awarded the contract as the lowest responsive, responsible bidder.</p>			

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

C-3

Certificate of Availability of Funds

TREASURER'S NO. 15-00145 DATE July 20, 2015

BUDGET NUMBER - CURRENT YR 5-01-26-315-001-20672 B 5-01-35-470-001-20201 DEPARTMENT P.W. Fleet Mgmt  
Division

AMOUNT OF CERTIFICATION 22,000. COUNTY COUNSEL Emmett Primas  
8,367.

DESCRIPTION: PD-015-022 2016 or newer Ford  
F-250 4x4 Supercab

VENDOR: Winner Ford

ADDRESS: 250 Berlin Rd.  
Cherry Hill, NJ 08034

[Signature] 7/23/15  
DEPARTMENT HEAD APPROVAL

APPROVED [Signature]  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 7-27-15

Mtg Date 8/5/15

C-4

**RESOLUTION AUTHORIZING A SERVICE CONTRACT WITH KLINE CONSTRUCTION CO., INC. FROM AUGUST 5, 2015 TO AUGUST 4, 2017 IN AN AMOUNT NOT TO EXCEED \$90,000.00 PER CONTRACT YEAR**

**WHEREAS**, the County of Gloucester (hereinafter the "County") advertised for bids, per PD# 015-034, which were received and opened in public on July 15, 2015 for services pertaining to the trimming and removal of trees throughout the County; and

**WHEREAS**, after following proper bidding procedure, it was determined by the County that Kline Construction Co., Inc. (hereinafter "Kline"), with an address at 240 E. Waveland Avenue, Galloway, New Jersey 08205, was the lowest responsive and responsible bidder and the County Purchasing Agent recommends that Kline be awarded a contract for services pertaining to trimming and removal of trees throughout the County as set forth in Kline's bid proposal; and

**WHEREAS**, the contract term with Kline shall be for a period of two (2) years, from August 5, 2015 to August 4, 2017, with the County having the option to extend for two (2) one-year periods or one (1) two-year period, in an amount not to exceed \$90,000.00 per contract year as per PD# 015-034; and

**WHEREAS**, the contract with Kline would be 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; and

**WHEREAS**, continuation of the contract with Kline beyond December 31, 2015 is conditioned upon the approval of the 2016 and 2017 County budgets.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester that a contract is awarded to Kline Construction Co., Inc. for tree trimming and removal of trees throughout the County in accordance with unit prices and terms set forth in their response to PD-015-034 for an amount not to exceed \$90,000.00 per contract year from August 5, 2015 to August 4, 2017 with the County having the option to extend for two (2) one-year periods or one (1) two-year period; and

**BE IT FURTHER RESOLVED** that before any purchase be made pursuant to the within awarded contract, 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, August 5, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

CH

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
KLINE CONSTRUCTION CO., INC.**

**THIS CONTRACT** is made effective the 5<sup>th</sup> day of **August, 2015** by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, hereinafter referred to as "County", and **KLINE CONSTRUCTION CO., INC.** with an address of 240 E. Waveland Avenue, Galloway, New Jersey, 08205, hereinafter referred to as "Contractor".

**RECITALS**

**WHEREAS**, there exists a need to contract for services pertaining to tree trimming and removal of trees throughout the County as per PD-015-034; and

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

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

**TERMS OF AGREEMENT**

1. **TERM.** This Contract shall be effective from August 5, 2015 to August 4, 2017, with the County reserving an option to extend this Contract for one (1) 2 year period, or two (2) 1 year periods.
2. **COMPENSATION.** The Contract shall be for an amount not to exceed \$90,000.00 for each Contract year, so that this is an open-ended contract. The Contract shall be for estimated units of service, as set forth in Bid Specifications (hereinafter "Specifications") as per PD-015-034.

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the Specifications, which are both incorporated into, and made part of this Contract, by reference.

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

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

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

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

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

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this Contract.

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

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

A. Pursuant to the termination provisions set forth in the Specifications, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any

payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

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

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

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

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

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

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

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

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

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13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.
14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.
15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.
16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.
17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.
18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.
20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.
21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorize County personnel or upon prior approval of the County.
22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.
23. **CONTRACT PARTS.** Incorporated herein by reference are the Specifications and the Proposal. If there is a conflict between this Contract and the Specifications, this Contract will control. If there is a conflict between this Contract or the Specifications, then this Contract, or the Specifications, as applicable shall control.
-

**THIS CONTRACT** is made effective the 5<sup>th</sup> day of **August, 2015**.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/  
CLERK OF THE BOARD**

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

**ATTEST:**

**KLINE CONSTRUCTION CO., INC.**

\_\_\_\_\_  
**KATHERINE M. KLINE PENATE, VP, CFO**

TRIMMING AND OR REMOVAL OF TREES FOR THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBER GK-01-GC		Vendor: All Reliable Service Inc. a division of All Railroad Services Corp. 159 Hampton Point Dr. Suite. #3 Sat. Augustine, FL 32092 Eric S. Bray VP 267 648-3653 904 290-3432 Fax ebray@arscorp.com		Vendor: Kline Construction Co. Inc. 240 E. Waveland Ave. Gallowsay, NJ 08205 Katherine M. Kline Penate VP & CFO 609 652-3000 609 652-2543 Fax ksmillh@klineconstruction.net		
ITEM	DESCRIPTION REGULAR MAINTENANCE (NON-PREVALING WAGE)					
1	Non-emergency per hour time & material (2 man crew and equipment)	\$78.60	\$135.00			
2	Ground Man (as needed) per hour rate	\$24.09	\$38.00			
3	Flagman (as needed) per hour rate	\$48.18	\$31.00			
4	Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$72.19	\$185.00			
5	Emergency (8 hours response) per hour time and material	\$78.60	\$190.00			
CONSTRUCTION, RENOVATION, REPAIR OR DEMOLITION (PREVALING WAGE PROJECT)						
6	Non-emergency per hour time & material (2 man crew and equipment)	\$262.76	\$245.00			
7	Ground Man (as needed) per hour rate	\$48.18	\$30.00			
8	Flagman (as needed) per hour rate	\$96.36	\$90.00			
9	Stump Removal/Grinding per hour rate (2 man crew and equipment)	\$241.44	\$286.00			
10	Emergency (8 hours response) per hour time and material	\$262.76	\$290.00			
Variations: TWD Will you extend your prices to local government entities within the County Bid specifications sent to: THIS IS A TWO (2) YEAR CONTRACT WITH ONE TWO (2) YEAR EXTENSION Based upon the bids received, I recommend Kline Construction Co. Inc. be awarded the contract as the lowest responsive, responsible bidder. Sincerely, Robert J. McEriano, Purchasing						
NEED A COPY OF NJ CONTRACTORS REGISTRATION CERTIFICATE 1A & 2A = 2 person lift 55ft with chipper 1C & 2C = 2 person flag crew-no vehicle 1E & 2E = 2 person lift 55ft with chipper BID IS REJECTED - INVESTMENT ACTIVITIES IN IRAN FORM IS NOT COMPLETELY FILLED NONE YES		Greescape Landscape Construction Jeff Kavaski Landscape Services Construction Journal Asplundh Tree Expert Co Prime Vendor CIS Bustleton Services Adams Greenescapes				

C-5

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER DECREASE  
#02-FINAL WITH SOUTH STATE, INC. BY \$93.08**

**WHEREAS**, the County of Gloucester (hereinafter the "County") previously received public bids for the construction of the County's roadway improvement project known as "Replacement of Bridge 4-H-5, Jessup Mill Road Bridge over Edwards Run in the Township of Mantua, County of Gloucester," Engineering Project #14-06 (hereinafter the "Project"); and

**WHEREAS**, a contract for the Project was awarded by the County by Resolution on November 5, 2014 to South State, Inc. (hereinafter "South State"), with an office address of P.O. Box 68, 202 Reeves Road, Bridgeton, NJ 08312 in the amount of \$839,317.82 (hereinafter the "Contract"); and

**WHEREAS**, the Contract was previously revised by the County by Resolution on January 21, 2015 through Change Order #01-Increase in the amount of \$49,900.00; and

**WHEREAS**, Vincent M. Voltaggio, P.E. County Engineer, has recommended Change Order #02-Decrease with South State in the amount of \$93.08, resulting in a new total contract amount of \$889,124.74; and

**WHEREAS**, the said Change Order is based upon final increases, decreases and supplemental items to reflect as-built conditions. The overall change order results in a project cost decrease, resulting in a new total contract amount of \$889,124.74.

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

1. The hereinabove referenced Change Order Decrease #02-Final to decrease the County's Contract with South State for the Project in the amount of \$93.08, resulting in a new total adjusted contract amount of \$889,124.74, be, and the same hereby is, approved; and
2. The Freeholder Director is hereby authorized and directed to execute and the Clerk of the Board is authorized and directed to attest to the said Change Order 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 on Wednesday, August 5, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

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**COUNTY OF GLOUCESTER**  
**CHANGE ORDER FORM**

- 1. Name & Address of Vendor: South State, Inc.  
PO Box 68  
202 Reeves Road  
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Replacement of Bridge 4-H-5, Jessup Mill Rd. over Edwards Run Mantua Twp.
- 3. Date of Original Contract: Nov. 5, 2014
- 4. P.O. Number: 14-09033
- 5. Amount of Original Contract: \$839,317.82
- 6. Amount of Previously Authorized Change Order \$49,900.00
- 7. Amount of this Change Order No.2: Decrease Final -\$93.08
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$889,124.74
- 9. Need or Purpose of this Change Order: Final Increases, Decreases + Supplemental Items to reflect Asbuilt conditions.

This change order requested by \_\_\_\_\_ on \_\_\_\_\_  
(Department Head) (Date)

Accepted by James A. Shuman on 7-21-15  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

\_\_\_\_\_  
Chad M. Bruner, Administrator/Clerk of the Board

By: \_\_\_\_\_  
Robert M. Damminger, Director

To All Vendors:

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

Form SA-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION  
 LOCAL AID PROJECT  
 CHANGE ORDER NUMBER 2/ Decrease Final  
 STATE AID PROJECT

PROJECT	Replacement of Bridge 4-H-5, Jessup Mill Rd. over Edwards Run
MUNICIPALITY	Mantua
COUNTY	Gloucester
CONTRACTOR	South State, Inc.

Final Change Order #2 which incorporates all Reductions, Increases and the Supplemental Items associated with Final As-Built Conditions.

Item No.	Description	Quantity (+/-)	Unit Prices	Amount
<b>REDUCTIONS</b>				
Item No. 3	Caution Fence	100	\$3.00	\$300.00
Item No. 4	Heavy Duty Silt Fence	160	\$6.00	\$960.00
Item No. 7	Construction Driveway	1	\$100.00	\$100.00
Item No. 8	Sediment Control Bag	200	\$0.01	\$2.00
Item No.10	Fuel Adjustment	1	\$5,000.00	\$5,000.00
Item No.11	Excavation of Acid Producing Soils	10	\$50.00	\$500.00
Item No.12	Disposal of Acid Producing Soils	10	\$100.00	\$1,000.00
Item No.14	Disposal of Regulated Material	10	\$100.00	\$1,000.00
Item No.18	I-14 Soil Aggregate	50	\$30.00	\$1,500.00
Item No.24	Tack Coat	82	\$0.01	\$0.82
Item No.25	Prime Coat	144	\$0.01	\$1.44
Item No.30	Nonvegetative Surface, Hot Mix Asphalt	54.91	\$10.00	\$549.10
Item No.32	Beam Guide Rail	57.25	\$22.00	\$1,259.50
Item No.43	Borrow Topsoil	15	\$35.00	\$525.00
Item No.44	Topsoil Stabilization, Type 2 Mat	40.23	\$4.00	\$160.92
Item No.47	Straw Mulching	325	\$0.75	\$243.75
Item No.51	Concrete Footing	63.50	\$100.00	\$6,350.00
Item No.52	Soild Concrete Masonry Blocks	937	\$5.00	\$4,685.00
Item No.54	Geosynthetic Reinforcement	2508.40	\$1.00	\$2,508.40
Item No.55	Dense Graded Aggregate Base Course, Variable Thickness	1224.50	\$0.01	\$12.25
Item No.56	Course Graded Aggregate, Size No. 57	679.42	\$0.01	\$6.79
<b>Total Reductions</b>				<b>\$26,664.97</b>
<b>INCREASES</b>				
Item No.26	Hot Mix Asphalt 12.5 M 64 Surface Course, 2" Thick	7.12	\$80.00	\$569.60
Item No.38	Traffic Strips, Long Life, Epoxy Resin, 4"	430	\$1.50	\$645.00
Item No.53	Voided Concrete Masonry Blocks	332.77	\$5.00	\$1,663.85
Item No.59	Epoxy Coated Rebar	360.84	\$1.50	\$541.26
Item No.60	Rip Rap Stone Channel Protection, 24" Thick (D50=12")	53.58	\$25.00	\$1,339.50
<b>Total Increases</b>				<b>\$4,759.21</b>
<b>SUPPLEMENTAL</b>				
S-6	Bridge Supplemental Items (Concrete Guide Rail Slabs/ Post	1.000000	\$21,812.68	\$21,812.68
<b>Total Supplemental</b>				<b>\$21,812.68</b>

Amount of Original Contract	\$839,317.82	Increases	\$4,759.21
Amount of Original Contract + Change Order No. 1	\$889,217.82	Supplemental	\$21,812.68
Original Contract + Change Order Nos.1 and 2	\$889,124.74	Reduction	\$26,664.97
		Total Change	-\$93.08

% Change in Contract 5.9342% Increase

Vincent M. Voltaggio, P.E. Date  
 Gloucester County Engineer

Approved: \_\_\_\_\_ Date  
 (District Engineer) Date  
 (Local Highway Design)

Robert M. Damminger Date  
 Freeholder Director

*James M. ...* 7-21-15  
 (Contractor) Date

C-6

**RESOLUTION AUTHORIZING CONTRACT CHANGE ORDER  
INCREASE #03 WITH BUD CONCRETE, INC., BY \$9,657.00**

**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, County of Gloucester," Engineering Project #14-20 (hereinafter the "Project"); and

**WHEREAS**, a contract for the Project was awarded to Bud Concrete, Inc. (hereinafter "Bud"), with an office address of 133 Sewell Road, Sewell, NJ 08080 in the amount of \$165,700.00 (hereinafter the "Contract") by Resolution on November 5, 2014; and

**WHEREAS**, the Contract was previously revised by the County by Resolution on January 21, 2015 through Change Order #01 Increase in the amount of \$12,796.00; and

**WHEREAS**, the Contract was previously revised by the County by Resolution on March 18, 2015 through Change Order #02 Increase in the amount of \$5,800.00; and

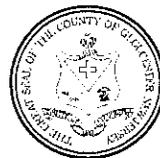
**WHEREAS**, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Increase #03, which will increase the total amount of the Contract with Bud by \$9,657.00, resulting in a new total contract amount of \$193,953.00; and

**WHEREAS**, the said change order is necessitated by construction of an item for exposed aggregate sidewalk at Red Bank Battlefield, Supplemental Item for new Animal Shelter floor slab, and reduction of items for sloping curb, sidewalk and detectable warning surfaces; and

**WHEREAS**, the Purchasing Agent for the County has certified the availability of funds for Change Order Increase #03 in the amount of \$9,657.00, pursuant to C.A.F. #15-06173, which amount shall be charged against budget line item T-03-08-536-340-20244.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the above referenced Change Order Increase #03, with Bud Concrete, Inc. is approved in the amount of \$9,657.00, resulting in a new total adjusted contract amount for the Project of \$193,953.00, and the Director is hereby authorized to execute and the Clerk of the Board to attest to any 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 on Wednesday, August 5, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

C-6

Project 14-20

COUNTY OF GLOUCESTER  
CHANGE ORDER FORM #3 INCREASE

- 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: 11/5/2014
- 4. P.O. Number: 14-09244
- 5. Amount of Original Contract: \$165,700.00
- 6. Amount of Previously Authorized Change Orders \$18,596.00
- 7. Amount of this Change Order No. 3 \$9,657.00
- 8. New Total Amount of Contact \$193,953.00  
(Total of Numbers 5, 6 & 7 Above)
- 9. Need or Purpose of this Change Order: Reduction in items for sloping curb, sidewalk,  
& detectable warning surfaces, increase in item for exposed aggregate sidewalk  
at Red Bank Battlefield, Supplemental item for new Animal Shelter floor slab

This change order requested by [Signature] on 7-22-15  
(Department Head) (Date)

Accepted by [Signature] on 7/22/15  
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Chad M. Bruner,  
Administrator/Clerk of the Board 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.*

CHANGE ORDER NUMBER 3 INCREASE

PROJECT	14-20 Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrades
MUNICIPALITY	Various
COUNTY	Gloucester
CONTRACTOR	Bud Concrete, Inc.

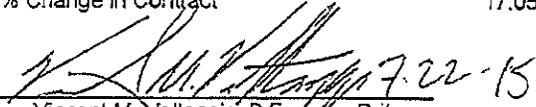
Additional Exposed Aggregate sidewalk at Red Bank Battlefield & New Animal Shelter Floor Slab

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
<b>SUPPLEMENTALS</b>				
8S	Exposed Aggregate Sidewalk	567	\$11.00	\$6,237.00
11S	Animal Shelter Floor Slab	4320	\$9.75	\$42,120.00
<b>Total Supplemental</b>				<b>\$48,357.00</b>

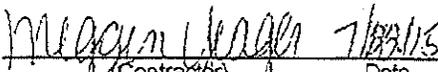
<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
<b>REDUCTIONS</b>				
4	12"x13" Concrete Sloping Curb	300	\$40.00	\$12,000.00
5	Concrete Sidewalk, 4" Thick	200	\$58.50	\$11,700.00
6	Detectable Warning Surface	60	\$250.00	\$15,000.00
<b>Total Decreases</b>				<b>\$38,700.00</b>

Amount of Original Contract	\$165,700.00		
Amount of Original Contract + Change Order No. 1	\$178,496.00		
Amount of Original Contract + Change Order No. 1-2	\$184,296.00	Supplemental	\$48,357.00
Amount of Original Contract + Change Order No. 1-3	\$193,953.00	Reduction	\$38,700.00
		<b>Total Change</b>	<b>\$9,657.00</b>

% Change in Contract 17.0500% Increase

  
 Vincent M. Voltaggio, P.E. Date  
 Gloucester County Engineer

Robert M. Damminger Date  
 Freeholder Director

  
 (Contractor) Date

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-06173 DATE July 23, 2015

BUDGET NUMBER T-03-08-536-340-20244 (\$9,657.00)

AMOUNT OF CERTIFICATION \$ 9,657.00

DEPARTMENT Engineering

COUNTY COUNSEL Emmett E. Primas, Esq.

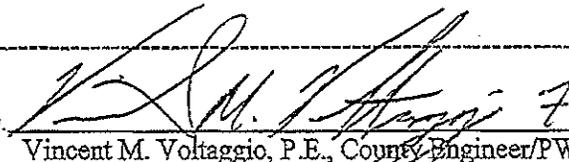
DESCRIPTION OF PRODUCT OR SERVICE

Change Order Increase #03, for the construction of an item for exposed aggregate sidewalk at  
Red Bank Battlefield, Supplemental Item for new Animal Shelter floor slab, and reduction of  
items for sloping curb, sidewalk and detectable warning surfaces for the project,  
"Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various  
Locations, County of Gloucester" Engineering Project #14-20

VENDOR NAME Bud Concrete, Inc.

ADDRESS 133 Sewell Road

CITY/STATE/ZIP Sewell, NJ 08080

DEPARTMENT HEAD APPROVAL  7-23-15

Vincent M. Voltaggio, P.E., County Engineer/PW Director

PURCHASING AGENT \_\_\_\_\_ DATE \_\_\_\_\_

FREEHOLDER MEETING DATE August 05, 2015

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

C-7

**RESOLUTION AUTHORIZING THE COUNTY TO VACATE A PORTION OF EAST AVENUE IN THE BOROUGH OF CLAYTON**

**WHEREAS**, the County of Gloucester (hereinafter "County") has engaged in discussions with the Borough of Clayton (hereinafter "Borough") regarding the County relinquishing jurisdictional control of East Avenue (CR 606) between Academy Street (CR 610) and the municipal boundary with the Township of Franklin; and

**WHEREAS**, N.J.S.A. 27:16-28(a) provides the authority and procedure for the County of Gloucester to accomplish this objective.

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

1. That the County shall vacate jurisdiction and control to that portion of East Avenue (CR 606) within the Borough from Academy Street (CR 610) to the municipal boundary with the Township of Franklin.
2. That this Resolution be recorded in the Office of the Clerk of Gloucester County.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 5, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**

F-1

**RESOLUTION AUTHORIZING A PURCHASE CONTRACT WITH MORPHOTRAK, INC. THROUGH STATE CONTRACT #A81520 FOR \$39,103.55**

**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 has a need to purchase a Live Scan System and Duplex Fingerprint Card Printer for the County Sheriff's Department to perform its fingerprinting procedures; and

**WHEREAS**, it has been determined that the County can purchase the equipment from MorphoTrak, Inc., 1250 N. Tustin Ave., Anaheim, CA 92807 through State Contract #A81520 for the total amount of \$39,103.55; and

**WHEREAS**, the purchase also includes three years of maintenance, with payment for years 2 and 3; and

**WHEREAS**, the County Purchasing Agent has certified the availability of funds in the amount of \$39,103.55, pursuant to CAF # 15-05818, which amount shall be charged against budget line item C-04-15-017-140-17226.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be and is hereby authorized to purchase a Live Scan System, Duplex Fingerprint Card Printer and maintenance from MorphoTrak, Inc., 1250 N. Tustin Ave., Anaheim, CA 92807 through State Contract #A81520 for \$39,103.55.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, August 5, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

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

**ATTEST:**

\_\_\_\_\_  
**CHAD M. BRUNER**  
**ADMINISTRATOR/ CLERK OF THE BOARD**

COUNTY OF GLOUCESTER

51

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-05818 DATE 7/13/15

BUDGET NUMBER C-04-15-017-140-17226

AMOUNT OF CERTIFICATION \$ 39,103.55

DEPARTMENT Sheriff

COUNTY COUNSEL Tony Fiola

DESCRIPTION OF PRODUCT OR SERVICE

Resolution authorizing the purchase of Nd Duplex Card Printer, Live Scan System and Maintenance for 2<sup>nd</sup>, 3<sup>rd</sup> year from Morphotrak, Inc through State Contract # A81520 for an amount not to exceed \$39,103.55

VENDOR NAME Morphotrak Inc

ADDRESS 1250 N. Tustin Ave

CITY/STATE/ZIP Anaheim, CA 92807

DEPARTMENT HEAD APPROVAL [Signature]

PURCHASING AGENT [Signature] DATE 7-16-15

FREEHOLDER MEETING DATE August 8, 2015

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL



33405 8th Ave South, Ste 200  
 Federal Way, Washington 98003  
 Tel: (253) 383-3617  
 Fax: (253) 680-6739

**INVOICE NUMBER 125986**

**Invoice Date: 5/22/2015**

**Payment Terms: Net 30**

**Customer Reference: 15-01396**

**Customer ID: GL050**

INVOICE TO

**COUNTY OF GLOUCESTER - SHERIFF**  
 2 SOUTH BROAD ST  
 WOODBURY, NJ 08096

**Attn: SHERIFF PROCESSING UNIT**

DELIVER TO

**COUNTY OF GLOUCESTER - SHERIFF**  
 550 GROVE ROAD  
 WEST DEPTFORD, NJ 08086

**Attn: DEREK BAROW**

**PLEASE REMIT TO:**

MORPHOTRAK, LLC  
 33405 8TH AVE S, SUITE 200  
 FEDERAL WAY, WA 98003  
 FEIN: 33-0154789

For questions regarding your account please contact  
 Sarah Conlon at (253)593-8022 in Federal Way, or  
 Sonia Doner at (714)575-2923 in Anaheim

Line	Part No Source Doc, Ship Date	Item Description	USD Unit Price Qty Ship	USD Total	Tax
1	TPL5-OPT012-00	NJ Ruggedized Cabinet (Fixed Height) Live Scan System with integrated Palm and Mug Photo	\$28,640.00 1 EA	\$28,640.00	
2	TPL5-OPT012-0M	YEARS 2&3 H/W & S/W Maintenance for Ruggedized Cab (Fixed Height) LS SYS/integrated Palm /Mug Photo	\$349.58 24 MO	\$8,390.00	
3	TPL0-DFCP00-01	NJ Duplex Card Printer	\$2,073.55 1 EA	\$2,073.55	

**New Jersey State Contract A81520 GSA Contract GS-35F-0523U Schedule 70**

RECEIVED

JUN 18 2015

GLOUCESTER COUNTY  
 SHERIFF DEPARTMENT

Lines	Freight	Tax	Sales Total	INVOICE TOTAL:	\$39,103.55
3			\$39,103.55	AMOUNT PAID:	\$0.00
				TOTAL DUE:	<b>\$39,103.55</b>

CORPORATE HEADQUARTERS  
 113 South Columbus Street, Suite 400  
 Alexandria, VA 22314

Send ACH/Wire to: Swift Code: CITIUS33  
 Acct: 3885 7368 ACH Routing: 031100209  
 Wire Routing: 031100209

Tel: (703) 797-2600  
 Fax: (703) 706-9549  
 www.morphotrak.com

**County of Gloucester Purchasing Department**

PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER**

THIS NUMBER MUST APPEAR ON ALL INVOICES,  
PACKING LISTS, CORRESPONDENCE, ETC.

NO. 15-05818

Pg 1

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GLOUC. CO SHERIFF PROCESS UNIT  
550 GROVE ROAD  
THOROFARE, NJ 08086  
856-384-4600

**V  
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R**

MORPHOTRAK, INC.  
ATTN: JAYNE GOODALL  
1250 N. TUSTIN AVENUE  
ANAHEIM, CA 92807

VENDOR #: MORPH020

ORDER DATE: 07/13/15  
REQUISITION NO: R5-04815  
DELIVERY DATE:  
STATE CONTRACT: A81520  
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	NJ DUPLEX CARD PRINTER #TPL0-DFCP00-01	C-04-15-017-140-17226 Morpho Trak Livescan	2,073.5500	2,073.55
1.00/EA	LIVE SCAN SYSTEM TPL5-OPT012-00, NJ RUGGEDIZED CABINET (FIXED HEIGHT) WITH INTEGRATED PALM AND MUG PHOTO; CUSTOMER REFERENCE NO. 15-01396 TO BE DELIVERED TO: GLOUCESTER CO WARRANTS UNIT 550 GROVE AVENUE THOROFARE NJ 08086	C-04-15-017-140-17226 Morpho Trak Livescan	28,640.0000	28,640.00
1.00/LOT	YEARS 2 & 3 H/W & S/W MAINTENANCE FOR RUGGEDIZED CAB; LS SYS/ INTEGRATED PALM/MUG PHOTO; TLP5-OPT012-OM	C-04-15-017-140-17226 Morpho Trak Livescan	8,390.0000	8,390.00
			TOTAL	39,103.55

**CLAIMANT'S CERTIFICATION & DECLARATION**

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

**X**

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

**RECEIVER'S CERTIFICATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER  
UNLESS IT IS SIGNED BELOW**



PURCHASING DIRECTOR

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**

F-2

**RESOLUTION AUTHORIZING AWARD OF A PURCHASE CONTRACT WITH COUNTY BUSINESS SYSTEMS, INC., FROM AUGUST 5, 2015 TO AUGUST 4, 2016, FOR \$9,750.00**

**WHEREAS**, the County has determined there is a need to contract for the purchase of services to upgrade the CBS Bluestone Probate System, the upgrade will include migrating the existing Bluestone environment to the new 64-bit platform including recreating reports, custom layouts, modification to merge fields and 1 day training on updated Bluestone modules; and

**WHEREAS**, the Gloucester County Surrogate has recommended that said services be provided by County Business System, Inc., 1574 Reed Road, Pennington, New Jersey 08534, for a total contract amount of \$9,750.00; and

**WHEREAS**, the Purchasing Agent of Gloucester County has certified the availability of funds in the amount of \$9,750.00, pursuant to CAF# 15-06116, which amount shall be charged against budget line item T-03-08-517-160-20370; and

**WHEREAS**, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to computer systems previously installed in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract.

**NOW, THEREFORE BE IT RESOLVED**, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of a contract between the County of Gloucester and County Business System, Inc., for a total contract amount of \$9,750.00

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 5, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ATTEST:**

**ROBERT M. DAMMINGER, DIRECTOR**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

FR

**CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
COUNTY BUSINESS SYSTEMS, INC.**

**THIS CONTRACT** is made effective the 5<sup>th</sup> day of August, 2015, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **COUNTY BUSINESS SYSTEMS, INC.**, of 1574 Reed Road, Pennington, New Jersey 08534, hereinafter referred to as "**Vendor**".

**RECITALS**

**WHEREAS**, the County of Gloucester has determined that there is a need to contract for the purchase of services to upgrade the CBS Bluestone Probate System, the upgrade will include migrating the existing Bluestone environment to the new 64-bit platform including recreating reports, custom layouts, modification to merge fields and 1 day training on updated bluestone modules; and

**WHEREAS**, this service related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing computer systems in the County and is an exception to the Local Public Contracts Law and described and provided in N.J.S.A. 40A:11-5(1)(dd); and

**WHEREAS**, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it has not previously made and will not make a disqualifying contribution during the term of the contract; and

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

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

**TERMS OF AGREEMENT**

1. **TERM**. The contract shall be from August 5, 2015 to August 4, 2016.
2. **COMPENSATION**. Vendor shall be compensated pursuant to Attachment A, attached hereto, for a total contract amount of \$9,750.00.

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

in line for prompt payment.

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

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

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Attachment A, which is incorporated in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

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

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

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

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

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

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

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

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

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

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

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

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

D. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor.

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

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

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all personal injury, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property of third parties sustained in connection with this contract which results from any negligent acts or omissions of any of its officers, directors, employees, agents, servants or independent contractors. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

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

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

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

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

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

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

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

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

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

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

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

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

20. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the vendor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

**THIS CONTRACT** is effective as of the 5<sup>th</sup> day of August, 2015.

**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**

\_\_\_\_\_  
**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

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

**ATTEST:**

**COUNTY BUSINESS SYSTEMS, INC.**

\_\_\_\_\_

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

ATTACHMENT A



**QUOTE**

**County Business Systems, Inc.**

Since 1970

QUOTE # ND15054

DATE: JULY 13, 2015

1574 Reed Road  
 Pennington, NJ 08534  
 Phone 609-935-0180  
 Fax 609-935-0177  
 ndipalma@cbs-nj.com

TO Helene Reed, Surrogate  
 Gloucester County Surrogate Court  
 PO Box 177  
 Woodbury, NJ 08096

SALESPERSON	JOB	SHIPPING METHOD	SHIPPING TERMS	DELIVERY DATE	PAYMENT TERMS	DUE DATE
Nick DiPalma	Bluestone Upgrade	Best Way			Due on receipt	

QTY	ITEM #	DESCRIPTION	UNIT PRICE	EXTENDED	LINE TOTAL
1	1	Professional Services to migrate the existing Bluestone environment to the new 64-bit platform, including recreating reports, custom layouts, modification to merge fields, and 1 day of training on updated Bluestone modules.	\$9,750.00	\$9,750.00	\$9,750.00
		*Pricing valid for 30 days*			
TOTAL					\$9,750.00
				SUBTOTAL	\$9,750.00
				SALES TAX	Exempt
				TOTAL	\$9,750.00

THANK YOU FOR YOUR BUSINESS!



By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: County Business Systems Inc.  
Signed: William M. Lennon Title: President  
Print Name: William M. Lennon Date: 7/13/15

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

**PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)**

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

**BUSINESS ENTITY DISCLOSURE CERTIFICATION**  
**Contracting Agency: County of Gloucester**

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: County Business Systems Inc.

Signed: William M. Lennon Title: President

Print Name: William M. Lennon Date: 7/13/15

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

### **19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business**

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

### **19:44A-20.7. Definitions**

As used in sections 2 through 12 of this act: [FN1]

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

### **19:44A-20.8. Duty to report contributions**

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

## PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

### **19:44A-20.9. Repayment of contribution**

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

### **19:44A-20.10. Violation of act by business entity; penalty**

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

COUNTY OF GLOUCESTER

CERTIFICATE OF AVAILABILITY OF FUNDS

PURCHASE ORDER # 15-06116 DATE 7/21/15

BUDGET NUMBER T-03-08-517-160-20370

AMOUNT OF CERTIFICATION \$ 9,750.00

DEPARTMENT Surrogate's Office

COUNTY COUNSEL Tom Campo

DESCRIPTION OF PRODUCT OR SERVICE

Resolution to Contract with County Business System, Inc  
for an upgrade to the CBS Bluestone Probate System for  
the G.C. Surrogate's office for a total amount of  
\$9,750.00 from August 5, 2015 - August 4, 2016

VENDOR NAME County Business System, Inc

ADDRESS 1574 Reed Road

CITY/STATE/ZIP Pennington, NJ 08534

DEPARTMENT HEAD APPROVAL Julie M Reed

PURCHASING AGENT Carl M. Bann DATE 7/28/2015

FREEHOLDER MEETING DATE August 5, 2015

[Signature] 7-29-15

WHITE: CLERK OF THE BOARD  
YELLOW: USING DEPARTMENT

PINK: PURCHASING DEPARTMENT  
GOLD: COUNTY COUNSEL

(F-3)

**RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) VEHICLES FROM  
HERTRICH FLEET SERVICES THROUGH STATE CONTRACT #A86922 FOR A TOTAL  
CONTRACT AMOUNT OF \$36,486.00**

**WHEREAS**, the County Prosecutor's Office has the need for two (2) vehicles for investigation purposes through State Contract #A86922; and

**WHEREAS**, the two (2) vehicles, which meet the Prosecutor's Office requirements, are available from Hertrich Fleet Services, 1427 Bay Road, Milford, DE 19963 for purchase for the total contract price of \$36,486.00; and

**WHEREAS**, the County Purchasing Agent has certified the availability of funds in the amount of \$36,486.00, pursuant to CAF #15-06185 and shall be charged against budget line item T-03-08-529-275-20610.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester Director of the Board and the Clerk of the Board hereby authorizes the purchase of two (2) vehicles, for a total contract amount of \$36,486.00, for use by the County Prosecutor's Office.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 5, 2015 at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,  
ADMINISTRATOR/CLERK OF THE BOARD**

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

F-3

Certificate of Availability of Funds

TREASURER'S NO. 15-06185

DATE 7/22/15

T-03-08-529-275-20610  
BUDGET NUMBER - CURRENT YR \_\_\_\_\_ B \_\_\_\_\_ DEPARTMENT Prosecutor

AMOUNT OF CERTIFICATION <sup>5</sup>36,486 COUNTY COUNSEL Matt Lyons, Esq.

DESCRIPTION: Resolution authorizing the purchase of two vehicles under NJ State Contract # A86922 for a total amount of \$36,486. 1-2016 Chevrolet Limited 4DR Sedan LS Fleet 1WF19, 1-2015 Dodge Journey 4DR SE

VENDOR: Hertrich Fleet Services Inc FWD

ADDRESS: 1427 Bay Rd  
Milford DE 19963

DEPARTMENT HEAD APPROVAL

APPROVED

  
PURCHASING AGENT

RETURNED TO DEPARTMENT  
 NOT APPROVED

DATE PROCESSED 7/23/15

Aug. 5, 2015  
Freeholder Meeting

FU

**RESOLUTION AUTHORIZING COUNTY COUNSEL AND COUNSEL TO THE ANIMAL SHELTER TO ACT TO CLAIM THE PROCEEDS OF AN INVESTMENT ACCOUNT GIFTED TO THE SHELTER AT THE BEQUEST OF RONALD J. POOLE**

**WHEREAS**, the Gloucester County Animal Shelter was named as a beneficiary of an investment account held by Charles Schwab & Co. Estate Services (“Schwab”) pursuant to the bequest of decedent Ronald J. Poole; and

**WHEREAS**, the Animal Shelter has been designated as a sixty (60) percent stakeholder of this account and will receive a distribution of approximately \$143,000.00 upon liquidation of the account; and

**WHEREAS**, before the Animal Shelter may access the funds, Schwab Estate Services requires a new account be opened in the name of the Shelter, to which the Shelter’s portion of investment account distribution may be transferred; and

**WHEREAS**, in order to open an account Schwab requires the execution of the equivalency of a Corporate a Resolution authorizing Counsel Matthew P. Lyons and Animal Shelter Counsel Lynn A. McClintock to act on behalf of the County, to open such an account; and

**WHEREAS**, N.J.S.A. 40A:5-29 authorizes local governments to accept bequests, legacies and gifts.

**NOW THEREFORE, BE IT RESOLVED** by the Board of Chosen Freeholders of the County of Gloucester that Counsel Matthew P. Lyons and Animal Shelter Counsel Lynn A. McClintock are authorized to act on behalf of the Gloucester County Animal Shelter to open an account with Charles Schwab & Co., Inc., to expedite liquidation of the an investment account pursuant to the bequest of Ronald J. Poole.

**ADOPTED** at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, August 5, 2015, at Woodbury, New Jersey.



**COUNTY OF GLOUCESTER**

**ROBERT M. DAMMINGER, DIRECTOR**

**ATTEST:**

**CHAD M. BRUNER,**  
**ADMINISTRATOR/CLERK OF THE BOARD**