Agenda

6:00 p.m. Wednesday, March 16, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the March 2, 2022 regular meeting minutes.

PROCLAMATIONS

P-1  Proclamation recognizing Mullica Hill Ammons Shoprite the winner of the 2022 Shoprite Partners in Caring Cheerios Contest. (This proclamation was previously presented by Deputy Director Simmons on March 11, 2022).

P-2  Proclamation recognizing the Franklinville Volunteer Fire Company on their 100th Anniversary (1922-2022). (This proclamation was previously presented by Commissioner DiCarlo on February 25, 2022).

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

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

DIRECTOR DIMARCO

DEPUTY DIRECTOR SIMMONS

A-1  RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

The Plaintiff, HCR Manorcare Properties, LLC v. West Deptford Township, Docket Numbers 008120-2021 and 001185-2022, represented by Glen D. Schwarzschild, Esquire, filed a state tax appeal contesting the assessment on the subject property known as Block 351, Lot 9.01. 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.

A-2  RESOLUTION AUTHORIZING A CONTRACT WITH STEVEN W. BARTELT, MAI AND ROBERT M. SAPIO REAL ESTATE APPRAISAL & CONSULTING, LLC FROM APRIL 2, 2022 TO APRIL 1, 2023 IN AN AMOUNT NOT TO EXCEED $25,000.00 PER CONTRACT.

This Resolution authorizes a contract with Steven W. Bartelt, MAI and Robert M. Sapio Real Estate Appraisal & Consulting, LLC for appraisal services from April 2, 2022 to April 1, 2023, in an amount not to exceed $25,000.00 per contract, as per RFP #22-027. The County is responsible for the defense of tax appeals and it may become necessary to engage appraisers in the defense of such appeals.

A-3  RESOLUTION AUTHORIZING CONTRACTS WITH PITMAN ANIMAL HOSPITAL, LLC, CLAYTON VETERINARY CENTER, LLC, AND DELAWARE VALLEY VETERINARY HOSPITAL, P.C. FOR VETERINARY SERVICES FOR THE GLOUCESTER COUNTY ANIMAL SHELTER FROM APRIL 1, 2022 TO MARCH 31, 2023.

This Resolution authorizes the award of contracts for veterinary services, per RFP #22-028, from April 1, 2022 to March 31, 2023 to the following Vendors, who were the lowest responsive and responsible bidders:

- Pitman Animal Hospital, LLC for an annual fee of $19,800.00, payable at $1,650.00 per month, for consulting services and in an amount not to exceed $25,000.00 for emergency care and treatment services;
• Clayton Veterinary Center, LLC in an amount not to exceed $17,000.00; and
• Delaware Valley Veterinary Hospital, P.C. in an amount not to exceed $17,000.00.

A-4 RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS.

This Resolution is authorized in accordance with N.J.S.A. 40A:4-20, and is needed to fund programs in the first quarter of 2022 in excess of the normal 26.25% limit.

A-5 RESOLUTION AUTHORIZING 2021 APPROPRIATION RESERVE BUDGET TRANSFERS.

This Resolution authorizes 2021 reserve budget transfers in accordance with N.J.S.A. 40A:4-59, which provides that all unexpended balances carried forward after the close of the year are available (until lapsed at the close of the succeeding year), to meet specific claims, commitments or contracts incurred during the preceding fiscal year, and allows transfers to be made from the unexpended balances which are expected to be insufficient during the first three (3) months of the succeeding year.

A-6 RESOLUTION AUTHORIZING CONTRACTS FOR THE SUPPLY AND DELIVERY OF CERTAIN OFFICE PRODUCTS FROM APRIL 4, 2022 TO APRIL 3, 2023 IN AN AGGREGATE AMOUNT NOT TO EXCEED $85,000.00.

This Resolution authorizes the award of a split bid and contracts to the lowest responsive and responsible bidders (1) Rasik Computer Center, Inc. d/b/a Academic Supplier ($15,000.00); (2) W.B. Mason Co., Inc. ($20,000.00); (3) The Tree House ($25,000.00) and, (4) Allied Document Solutions & Services ($25,000.00) for the delivery of OEM Printer Ink Jet, Toner Cartridges, Fax Machine Toner, Drum Units and Ribbons as needed by various County Departments as per PD-22-012, from April 4, 2022 to April 3, 2023, in an aggregate amount not to exceed $85,000.00.

A-7 RESOLUTION AUTHORIZING APPROVING OF THE BILL LISTS FOR THE MONTH OF MARCH 2022.

This Resolution authorizes the bill lists submitted by the County Treasurer for March 2022, and includes ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is authorized to render payment to vendors set forth on the lists.

A-8 RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT BETWEEN THE GLOUCESTER COUNTY BOARD OF COMMISSIONERS, THE SHERIFF OF GLOUCESTER COUNTY AND PBA LOCAL NO. 122 SHERIFF SERGEANTS FOR THE PERIOD JANUARY 1, 2019 TO DECEMBER 31, 2024.

This Resolution will ratify the Memorandum of Agreement and the terms therein between the Gloucester County Board of Commissioners, the Sheriff of Gloucester County, and PBA Local No. 122 Sheriff Sergeants. This Agreement encompasses Sheriff Officer Sergeants represented by PBA Local No. 122, and shall be effective from January 1, 2019 to December 31, 2024. The Sheriff's Officers were under the same bargaining unit previously but the Sergeants requested to be a separate bargaining unit and binding arbitration of the Sheriff's Officers contract needed to be done prior to finalizing the Sergeants contract.

A-9 RESOLUTION AUTHORIZING EMINENT DOMAIN ACTION FOR PORTION OF BLOCK 242, LOT 7.02 LOCATED IN THE TOWNSHIP OF MANTUA.

This Resolution authorizes filing an action to acquire property for roadway and access to the Rowan University Fossil Park which includes a storm water easement. The property fronts Woodbury Glassboro Road. The parties have participated in good faith negotiations and the project has a public purpose. The Fossil Park museum project through Rowan University will have significant financial and educational benefits to the residents of Gloucester County. An economic impact study indicated this project will also bring national tourism interest to the project with an estimated 200,000 or more fossil hunters visiting the park and museum each year, producing more than $300 million in economic activity over a 10 year period. This land has been underutilized and undeveloped as a result of the topography and this project offers a unique project development that will have a financial and education benefit.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS
DEPUTY DIRECTOR SIMMONS
COMMISSIONER DICARLO

B-1 RESOLUTION AUTHORIZING MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM MARCH 16, 2022 TO MARCH 15, 2024.

This Resolution authorizes the execution of twelve (12) Municipal Agreements for Public Facilities Projects using Community Development Block Grant Funds, from March 16, 2022 to March 15, 2024:
• Borough of Clayton, for two (2) projects in the amount of $50,000.00 each;
• Township of Deptford in the amount of $50,000.00;
• Borough of Glassboro, for two (2) projects in the amount of $19,050.00 and $18,215.00;
• Borough of Pitman in the amount of $50,000.00;
• Borough of Swedesboro in the amount of $50,000.00;
• Township of Washington in the amount of $116,844.00;
• Township of West Deptford in the amount of $50,000.00;
• Borough of Woodbury Heights, for two (2) projects in the amount of $34,925.00 and $26,125.00; and
• City of Woodbury in the amount of $50,000.00.

B-2 RESOLUTION AUTHORIZING AMENDMENTS TO THE AGREEMENTS WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION REGARDING FY 2020-2019 AND FY 2021 LOCAL BRIDGES FUTURE NEEDS (“LBFN”) FUNDING.

This Resolution authorizes amendments to the respective agreements with the New Jersey Department of Transportation regarding 2020-2019 and 2021 Local Bridges Future Needs funding to ensure inclusion of the following County bridges: Bridge 0803D01, Bridge 0804L05, Bridge 0805J10, Bridge 0803F18, Bridge 0810L03, Bridge 0804J06, Bridge 0806H05, Bridge 0806H08. This is funded through state aid.

B-3 RESOLUTION AUTHORIZING CHANGE ORDER 01 TO INCREASE THE CONTRACT WITH A.P. CONSTRUCTION, INC.

This Resolution authorizes Change Order 01 to increase the contract with the lowest, responsible bidder A.P. Construction, Inc. by $139,130.00 for services regarding 2021 Gloucester County Storm Water Maintenance, known as Engineering Project 21-08SA. This increase is necessary for additional services of police traffic directors and 15” HDPE to the contract, slip lining of the 60” CMP on Ewan Road over Clem’s Run, and quantity adjustments, resulting in a new total contract amount of $1,538,105.00. This is funded through state aid.

B-4 RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH J. FLETCHER CREAMER & SON, INC.

This Resolution authorizes Change Order 01-Final to decrease the contract with J. Fletcher Creamer & Son, Inc. by $217,035.52 for services 2018-19 Gloucester County Guardrail Maintenance, known as Engineering Project 18-06. This decrease is due to final adjustment of contract quantities, resulting in a new total contract amount of $28,852.48.

B-5 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH SOUTH STATE, INC. FROM APRIL 4, 2022 TO APRIL 3, 2023 IN AN AMOUNT NOT TO EXCEED $50,000.00.

This Resolution authorizes the County to exercise the option to extend the contract with the sole responsive and responsible bidder South State, Inc., for the supply, delivery and overlay of Hot Mix Asphalt Materials (HMA) as per PD-21-002, for the final two-year term from April 4, 2022 to April 3, 2023 in an amount not to exceed $2,500,000.00 per year.

C-1 RESOLUTION AUTHORIZING A CONTRACT WITH STRYKER SALES CORPORATION FROM MARCH 16, 2022 TO MARCH 15, 2024 FOR $21,200.00 PER YEAR.

This Resolution authorizes a contract with the Stryker Sales Corporation for annual preventative maintenance and inspections with battery coverage on ProCare LifePak 1000 AEDs, from March 16, 2022 to March 15, 2024, for $21,200.00 per year. C.A.F. No. 22-01824 has been obtained to certify funds.

C-2 RESOLUTION AUTHORIZING PURCHASES FROM CORE BTS, INC. VIA STATE CONTRACT FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR A TOTAL AMOUNT OF $31,576.54.

This Resolution authorizes purchases from Core BTS, Inc. via State Contract 21-TELE-01506 of Smartnet Software support services with upgrades, and related software and licenses from January 1, 2022 to December 31, 2022 for a total amount of $31,576.54. C.A.F. Number 22-01939 has been obtained to certify funds.

C-3 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH WAYMAN FIRE PROTECTION, INC. FROM MARCH 21, 2022 TO MARCH 20, 2023 IN AN AMOUNT NOT TO EXCEED $50,000.00.

This Resolution authorizes the County to exercise the option to extend the contract with the sole responsive and responsible bidder Wayman Fire Protection, Inc., for burglar and fire alarm maintenance and repair for various County-owned buildings as per PD-20-015, for a term of one (1) year from March 21, 2022 to March 20, 2023 in an amount not to exceed $50,000.00.
C-4 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH CONTINUANT, INC. FROM APRIL 7, 2022 TO APRIL 6, 2023 FOR $43,253.40.

This Resolution authorizes the County to exercise the option to extend the contract with the lowest responsive and responsible bidder Continuant, Inc., for maintenance of the Avaya phone system used by the County as per PD-21-008, for a term of one (1) year from April 7, 2022 to April 6, 2023, for $43,253.40. C.A.F. Number 22-01982 has been obtained to certify funds.

DEPARTMENT OF HEALTH & HUMAN SERVICES

COMMISSIONER JEFFERSON BARNES

D-1 RESOLUTION AUTHORIZING THE ACCEPTANCE OF STATE/COMMUNITY PARTNERSHIP AND FAMILY COURT FUNDS FROM THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN THE TOTAL AMOUNT OF $557,805.00.

This Resolution authorizes the acceptance of State/Community Partnership and Family Court Funds from the State of New Jersey Juvenile Justice Commission through Federal Award Numbers SCP-22-PS-08, SCP-22-PM-08, FC-22-08, and FCIIU-22-08, from January 1, 2022 to December 31, 2022, in the total amount of $557,805.00 in accordance with the State and Federal Laws and Regulations applicable to the Department of Law & Public Safety, Juvenile Justice Commission.

D-2 RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE 2022 JUVENILE DETENTION ALTERNATIVE INITIATIVE INNOVATIONS GRANT FROM THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR $120,000.00.

This Resolution authorizes the acceptance of the 2022 Juvenile Detention Alternative Initiative Innovations Grant from the State of New Jersey Juvenile Justice Commission through Federal Award Number JDAI-22-IF-08, from January 1, 2022 to December 31, 2022, in the total amount of $120,000.00 in accordance with the State and Federal Laws and Regulations applicable to the Department of Law & Public Safety, Juvenile Justice Commission.

D-3 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY $20,543.40 RESULTING IN AN AMOUNT NOT TO EXCEED $329,742.40 THROUGH DECEMBER 31, 2021.

This Resolution authorizes an amendment to the contract with Maryville, Inc. who was the lowest responsive and responsible bidder. The County awarded the contract on February 17, 2021, per RFP# 21-014 to Maryville, Inc., from January 1, 2021 to December 31, 2023, with the option to extend for two (2) one (1) year terms, in an amount not to exceed $268,649.00 per year. On December 15, 2021, it was necessary to increase the contract by $40,550.00, resulting in an amount not to exceed $309,199.00, through December 31, 2021 for the provision of residential treatment. It is necessary to increase the contract by $20,543.40 due to unanticipated services and to resolve the balance for services provided in 2021. The amount will not exceed $329,742.40.

D-4 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH, DIVISION OF FAMILY HEALTH SERVICES AND ACCEPTANCE OF FUNDS RELATIVE TO THE WIC SENIOR FARMER MARKET NUTRITION PROGRAM FROM JUNE 1, 2022 TO SEPTEMBER 30, 2022 FOR $2,000.00.

This Resolution authorizes submission of a grant application with the New Jersey Department of Health, Division of Family Health Services relative to the WIC Senior Farmer Market Nutrition Program, and accepts funds in the amount of $2,000.00 to be used by the County Division of Senior Services to maintain services and help defray costs associated with the provision of vouchers to County senior residents regarding the Senior Farmer Market Nutrition Program for 2022.

DEPARTMENT OF LAW & JUSTICE

COMMISSIONER DESILVIO

COMMISSIONER KONAWEL

E-1 RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY AND ACCEPTANCE OF FUNDS RELATIVE TO THE FFY21 VICTIMS OF CRIME ACT (VOCA) GRANT FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $410,257.00 WITH AN IN-KIND MATCH OF $557,457.00 FOR A TOTAL AMOUNT OF $967,714.00.

This Resolution authorizes the application and resulting grant agreement with the New Jersey Department of Law & Public Safety for the Victims of Crime Act ("VOCA") Grant, Subaward Number V-08-21, and acceptance of funds to which will partially fund the salaries of employees of the County Prosecutor's Office Victim Witness Unit, and pay for the training and equipment needed within that Unit. This Unit provides services to victims of violent crime in Gloucester County as mandated by the New Jersey Crime Victim’s Bill of Rights under N.J.S.A. 52:4B-36.
This Resolution authorizes the application and resulting grant agreement with the New Jersey Department of Law & Public Safety for the Stop Violence Against Women Act (VAWA) Grant, Subaward Number VAWA-38-21, and acceptance of funds to be used by the County Prosecutor’s Office to support DV strangulation exams and the purchase of software to support the unit.

This Resolution authorizes contracts with Bach Associates and Bryson & Yates Consulting Engineers, LLC, the lowest responsive and responsible bidders, from March 8, 2022 to March 7, 2023, in an amount not to exceed $250,000.00 per contract. The Office of Land Preservation in cooperation with the Purchasing Department initiated Requests for Proposals (RFP# 22-030) for the required surveying/engineering work needed for the land preservation projects the County will be working on over the next twelve months. Based on the workload expected over the next year, which is expected to be approximately 15+-/- specific projects for the Office of Land Preservation, it was determined that 2 vendors are required in order to ensure that these services can be completed in an expedient manner, and in order to meet certain required State submission dates. The selected vendors have been determined to be best suited for this task on the basis of consistent evaluation factors that were applied to all respondents, and were based on a combination of qualifications of staff, extent of similar engagements performed, relevance of work plan and personnel availability, and anticipated costs.

This Resolution extends a Contract with AP Plumbing & Heating Supply, LLC for a period of one year for the purchase of plumbing supplies for various County buildings. This Contract was originally entered into on February 20, 2019 and allows for two (2) one year extension, or one (1) two year extension. The Department of Buildings and Grounds recommended extending this contract for the remaining (1) one-year period, per PD-19-009 in an amount not to exceed $80,000.00.

This Resolution authorizes an emergency contract with Royal Printing Service for the purchase of vote by mail peel n’ seal inner envelopes and outer envelopes for the 2022 General Election and contracted with Royal Printing Service for $20,080.00. The said contract was exempt from public bidding, as it was required for voter materials, which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by James N. Hogan, County Clerk. In accordance with N.J.S.A. 19:63-9, the County Clerk is required to mail vote by mail ballots 45 days prior to the Primary Election and there is currently a manufacturing paper shortage resulting in significant delays with established vendors. C.A.F. No. 22-01651 has been obtained to certify funds.
6:00 p.m. Wednesday, March 2, 2022

Call to Order

Salute to the Flag

Open Public Meetings Statement

Pursuant to the Open Public Meetings Act, I hereby announce that adequate notice of this meeting has been provided, as required by said Act, which notice was filed with the County Clerk, posted in the vestibule of the County Courthouse and sent to the Courier Post and South Jersey Times on January 3, 2022 at 12:45 p.m.

Roll Call

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Changes to the Agenda

Approval of the February 16, 2022 regular meeting minutes as well as the February 5 and February 12, 2022 budget meeting minutes.

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Comments: N/A

PROCLAMATIONS

53698 Proclamation in Honor of Society for Poets of Southern New Jersey, Inc. in recognition of their 42nd Anniversary. (Director DiMarco previously presented this proclamation on February 28, 2022).

PUBLIC HEARING AND ADOPTION

53699 Resolution to Exceed the County Budget Appropriation Limits and to Establish A Cap Bank Pursuant to N.J.S.A. 40A:4-45.14.

Final adoption of this Resolution will allow the County to use 3.5% in calculating its budget cap, and allow the County to “bank” or use in future years any amounts not needed in 2022. This was introduced at the February 16, 2022 Commissioners’ Meeting and will allow the County to bank unused allowances in its budget calculations given the County being substantially below the allowable cap on appropriations in future years.

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INTRODUCTIONS

INTRODUCTION OF THE 2022 BUDGET


This Resolution introduces the 2022 County Budget, and schedules a public hearing on the budget for Wednesday, April 6, 2022. This introduction includes a $0.00 increase in the amount to be raised by taxation and a projected decrease of at least a penny on the County tax rate for the second year in a row.

MOTION TO INTRODUCE

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Comments: N/A

INTRODUCTION OF BOND ORDINANCE

53701 BOND ORDINANCE AUTHORIZING THE COMPLETION OF VARIOUS CAPITAL IMPROVEMENTS AND THE ACQUISITION OF VARIOUS PIECES OF EQUIPMENT IN AND FOR THE COUNTY OF GLOUCESTER, NEW JERSEY; APPROPRIATING THE SUM OF $46,546,877 THEREFOR; AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION BONDS OR BOND ANTICIPATION NOTES OF THE COUNTY OF GLOUCESTER, NEW JERSEY IN THE AGGREGATE PRINCIPAL AMOUNT OF UP TO $17,647,125; MAKING CERTAIN DETERMINATIONS AND COVENANTS; AND AUTHORIZING CERTAIN RELATED ACTIONS IN CONNECTION WITH THE FOREGOING.

Introduction of this Bond Ordinance authorizes the issuance of $17,647,125.00 in bonds or bond anticipation notes to finance the acquisition of various capital equipment, and the completion of various capital improvements, the majority of which are for educational infrastructure for the next generations' educational opportunities and labor demand. A public hearing on the bond ordinance is scheduled for Wednesday, April 6, 2022.

MOTION TO INTRODUCE

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Comments: N/A
Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

**OPEN**

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Comments: N/A

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Comments: N/A

**RESOLUTIONS**

**DEPARTMENT OF ADMINISTRATION**

**DIRECTOR DIMARCO**

**DEPUTY DIRECTOR SIMMONS**

53702 RESOLUTION RATIFYING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE GLOUCESTER COUNTY BOARD OF COMMISSIONERS, THE SHERIFF OF GLOUCESTER COUNTY AND GLOUCESTER COUNTY SHERIFF OFFICER’S ASSOCIATION, PBA LOCAL NO. 122 FOR THE PERIOD JANUARY 1, 2019 TO DECEMBER 31, 2024.

53703 RESOLUTION APPOINTING A MEMBER TO THE GLOUCESTER COUNTY MENTAL HEALTH BOARD.

53704 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH TENEX SOFTWARE SOLUTIONS, INC. FROM MARCH 2, 2022 TO MARCH 1, 2023 FOR $83,825.00.

53705 RESOLUTION AUTHORIZING THE AWARD OF A CONTRACT WITH EFFECTV (A COMCAST COMPANY) FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 IN AN AMOUNT NOT TO EXCEED $120,000.00.

Motion to approve Resolutions 53702 through 53705 as read.

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Comments: N/A

**DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS**

**DEPUTY DIRECTOR SIMMONS**

**COMMISSIONER DICARLO**

53706 RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH SOUTH STATE MATERIALS, LLC FROM MARCH 13, 2022 TO MARCH 12, 2024 IN AN AMOUNT NOT TO EXCEED $750,000.00 PER YEAR.

53707 RESOLUTION AUTHORIZING AN AMENDMENT TO THE CONTRACT WITH T&M ASSOCIATES.

53708 RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH ZONE STRIPING, INC.

53709 RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH R.E. PIERSON CONSTRUCTION CO., INC.
53710 RESOLUTION AUTHORIZING A SECOND AMENDMENT TO A CONTRACT WITH CLIFTON LARSON ALLEN, LLP TO INCREASE THE CONTRACT AMOUNT BY $175,000.00 RESULTING IN AN AMOUNT NOT TO EXCEED $940,500.00 FROM MAY 12, 2021 TO MAY 11, 2022.

Motion to approve Resolutions 53706 through 53710 as read.

| Commissioner Konawel | X | | | |
| Deputy Director Simmons | X | X | | |
| Commissioner Jefferson | X | | | |
| Commissioner DeSilvio | X | | | |
| Commissioner Barnes | X | | | |
| Commissioner DiCarlo | X | X | | |
| Director DiMarco | X | | | |

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY & VETERANS AFFAIRS
COMMISSIONER DICARLO
DEPUTY DIRECTOR SIMMONS

53711 RESOLUTION AUTHORIZING A CONTRACT AND RELATED SALES AGREEMENT WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC FROM MARCH 27, 2022 TO MARCH 26, 2023 IN AN AMOUNT NOT TO EXCEED $300,000.00.

53712 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER MONUMENT COMPANY FROM FEBRUARY 5, 2022 TO FEBRUARY 4, 2024.

53713 RESOLUTION AUTHORIZING A CONTRACT WITH COOPER UNIVERSITY HOSPITAL FROM MARCH 1, 2022 TO FEBRUARY 28, 2023 IN AN AMOUNT NOT TO EXCEED $60,000.00.

Motion to approve Resolutions 53711 through 53713 as read.

| Commissioner Konawel | X | | | |
| Deputy Director Simmons | X | X | | |
| Commissioner Jefferson | X | | | |
| Commissioner DeSilvio | X | | | |
| Commissioner Barnes | X | | | |
| Commissioner DiCarlo | X | X | | |
| Director DiMarco | X | | | |

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES
COMMISSIONER JEFFERSON
COMMISSIONER BARNES

53714 RESOLUTION AUTHORIZING STATE AREA PLAN GRANT CONTRACTS WITH VARIOUS SERVICE PROVIDERS FROM JANUARY 1, 2022 TO DECEMBER 31, 2022.

53715 RESOLUTION AUTHORIZING CONTRACT AMENDMENTS WITH CENTER FOR FAMILY SERVICES, INC., JOSEPH'S HOUSE OF CAMDEN, LLC, AND VOLUNTEERS OF AMERICA, DELAWARE VALLEY, INC.

Motion to approve Resolutions 53714 and 53715 as read.

| Commissioner Konawel | X | | | |
| Deputy Director Simmons | X | | | |
| Commissioner Jefferson | X | X | | |
| Commissioner DeSilvio | X | | | |
| Commissioner Barnes | X | X | | |
| Commissioner DiCarlo | X | | | |
| Director DiMarco | X | | | |

Comments: N/A

DEPARTMENT OF LAW & JUSTICE
COMMISSIONER DESILVIO
COMMISSIONER KONAWEL

53716 RESOLUTION AUTHORIZING A PURCHASE CONTRACT WITH COMPUTER SQUARE, INC. DBA CSI TECHNOLOGY GROUP FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR A TOTAL AMOUNT OF $134,651.40.
53717 RESOLUTION AUTHORIZING EXECUTION OF THE TITLE IV-D NJKIDS REIMBURSEMENT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES, DIVISION OF FAMILY DEVELOPMENT AND ACCEPTANCE OF FUNDS FOR THE PERIOD OCTOBER 1, 2020 TO SEPTEMBER 30, 2021 FOR $435,075.00.

Motion to approve Resolutions 53716 and 53717 as read.

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Comments: N/A

DEPARTMENT OF EDUCATION, LAND & PROPERTY


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Comments: N/A

DEPARTMENT OF GOVERNMENT SERVICES

Old Business

New Business

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

Richard Bennett, Councilman from Washington Township addressed the Board regarding 3 items: 1. Why are the Commissioner meetings not videotaped; 2. Why did it take so long to negotiate the Sheriff Department’s contract; and 3. Why are we operating a golf course when this be run by a third party.

Administrator Bruner addressed Mr. Bennett’s questions as follows:

1. The golf course was purchased with green arches and open space money in 1991. The Township Council of Mantua Township who happened to be a republican controlled council at the time did not want housing built on that property. They approached a democrat Freeholder Board and asked for help. They worked together on an open space preservation project and that is why we have a golf course today. We did try a temporary management contract with Ron Jaworski back in the early 1990s that worked out for a couple of years but the capital investment that Ron would have to make into the golf course over the years was not feasible for him to continue the management contract. The golf course currently makes money, if it doesn’t break even and is the only park probably in the State of New Jersey that doesn’t cost the tax payers money. No county park makes money and no one asks to close Atkinson Park, Red Bank Park,
or Scotland Run. In addition, to sell the golf course would entail numerous hurdles through open space and land preservation making it almost impossible to sell.

2. As to the PBA contract with the Sheriff officers, there was a tentative settlement in June of 2019, 6 months after the contract expired with the PBA negotiators. When they took it back to vote with the members, the members voted the contract down so contract negotiations continued for a couple of years resulting in mediation and arbitration and that is why the contract was settled and on the agenda tonight.

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Comments: N/A

Adjournment

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Comments: N/A
Gloucester County
Board of Commissioners

Proclamation

RECOGNIZING

MULLICA HILL AMMONS SHOPRITEMWINNER OF THE SHOPRITE PARTNERS IN CARING CHEERIOS CONTEST 2022

WHEREAS, it is the desire of the Gloucester County Board of Commissioners to recognize Mullica Hill Ammons ShopRite for being a winning store in the annual ShopRite Partners in Caring Cheerios Contest and to recognize all of the “Partners in Caring” who participated; and

WHEREAS, ShopRite associates banded together in a friendly competition called the ShopRite Partners in Caring Cheerios Contest sponsored by ShopRite and General Mills. ShopRite Partners In Caring is a year-round, community-based, hunger-fighting initiative that works with more than 70 food industry manufacturers to provide $3 million annually to qualified charitable agencies in New Jersey, New York, Connecticut, Pennsylvania, Maryland and Delaware and this year’s contest raised $1.1 million to support the efforts of food banks in the communities that ShopRite serves; and

WHEREAS, the Mullica Hill Ammons ShopRite store held a number of events such as bake sales and hot dog and coffee stands, and fostered direct engagement with customers by placing Cheerios brand displays in the store. Ammons associates also worked with Harrison Township officials to assist neighbors and first responders affected by the devastating tornado. They raised a total of $10,000.00, earning Mullica Hill Ammons ShopRite their winning rank; and

WHEREAS, each winning store was awarded with the selection of two employees to be featured on a special-edition Cheerios box sold exclusively at ShopRite. This year’s honorees are Ben Harper-Steward and Stephen Burke, two valued store associates who worked diligently—always with smiles on their faces—to provide services to their customers and encouraging them to donate. Mullica Hill Ammons ShopRite truly gives back to the community in a real, tangible way, making a difference in the lives of its shoppers.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of Commissioners Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson, and Christopher Konawel, Jr. do hereby recognize Mullica Hill Ammons ShopRite for their dedication and service to the community by raising awareness of hunger and for their efforts in helping those in need of food assistance.

IN WITNESS WHEREOF, the Gloucester County Board of Commissioners have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 11th day of March 2022.

Frank J. DiMarco
Director
Heather Simmons
Deputy Director
Lyman Barnes
Commissioner
Nicholas DeSilvio
Commissioner
Denise DiCarlo
Commissioner
James B. Jefferson
Commissioner
Christopher Konawel, Jr.
Commissioner

Laurie J. Burns, Clerk of the Board
Gloucester County
Board of Commissioners

Proclamation

In Recognition Of
Franklinville Volunteer Fire Company
100th Anniversary ~ 1922-2022

WHEREAS, the 2022 Gloucester County Board of Commissioners would like to take this time to honor and recognize the Franklinville Volunteer Fire Company on their 100th Anniversary; and

WHEREAS, in early 1922, Louis E. Finger and George W. Karge, realizing the growing need for adequate fire protection of the population and property in the town of Franklinville, met at Finger's Hall to establish a fire company that was to eventually become the now present Franklinville Volunteer Fire Company with themselves as President and Fire Chief respectively; and

WHEREAS, on March 13, 1922, the NJ Railroad donated a locomotive rim to the fire company which was placed in the center of town. A firefighter would strike the rim with a sledgehammer to summon volunteers for a fire or an emergency with different taps on the rim representing the area of town that needed assistance. On September 11, 1922, the Franklinville Fire Company joined the New Jersey Fireman’s Relief Association and shortly after being organized, the Gloucester County Fireman’s Association; and

WHEREAS, September 11, 1923, the building committee approved the purchase of land on Coles Mill Rd. and with a $750 budget they constructed their first firehouse. On April 14, 1924, a second firehouse was dedicated and was located on the grounds of the Franklinville School, now the Franklinville Community Center. Eventually in 1947, the fire companies present-day firehouse was built on Swedesboro and Porchtown Roads. In 1992, a new addition was built to the firehouse which now houses a Ladder, Engine, Rescue, Tender, Brush Truck and Utility Truck; and

WHEREAS, today, Franklinville Volunteer Fire Company is one of five fire companies that cover Franklin Township, the largest municipality in Gloucester County covering 56 square miles. The work of these firefighters is not limited to fighting fires as they also provide service to 6000 residents who live in the fire district. There are currently 37 active members covering approximately 11 square miles. The fire company responds to an average of 250-300 calls per year, most of which are motor vehicle related; and

WHEREAS, the Franklinville Volunteer Fire Company proudly provides an Explorers' program to support the community's youth in learning the skills of firefighting. In 2017, the Company started the Franklinville Volunteer Fire Co. Cancer Fund and has raised and donated thousands of dollars to those fighting cancer. The company is currently training to become a Rapid Intervention Team certified fire company; and

WHEREAS, the Franklinville Volunteer Fire Company 100th Anniversary celebration is being held to recognize the outstanding work and dedication of the officers, members, volunteers and residents both past and present, that started the fire company and kept it moving forward for the past 100 years; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Frank J. DiMarco, as Director, and on behalf of the 2022 Gloucester County Board of County Commissioners, Heather Simmons, Lyman Barnes, Nicholas DeSilvio, Denice DiCarlo, James B. Jefferson, and Christopher Konawel, Jr. do hereby recognize and congratulate the Franklinville Volunteer Fire Company on their 100th-year Anniversary.

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 23rd day of February, 2022.

Heather Simmons
Deputy Director

Nicholas DeSilvio
Commissioner

James B. Jefferson
Commissioner

Attest: Laurie J. Burns, Clerk of the E

Frank J. DiMarco
Director

Lyman Barnes
Commissioner

Denise DiCarlo
Commissioner

Christopher Konawel, Jr.
Commissioner
RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS

WHEREAS, the Plaintiff, HCR Manorcare Properties, LLC v. West Deptford Township, Docket Numbers 008120-2021, 001185-2022, represented by Glen D. Schwarzschild, Esquire, filed state tax appeals contesting the assessment on the subject property known as Block 351, Lot 9.01; 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 County Commissioners 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 351, Lot 9.01, HCR Manorcare Properties, LLC v. West Deptford Township:

<table>
<thead>
<tr>
<th>Tax Year</th>
<th>Original Assessment</th>
<th>Requested Tax Court Judgment</th>
</tr>
</thead>
<tbody>
<tr>
<td>2021</td>
<td>$7,456,800.00</td>
<td>$6,300,000.00</td>
</tr>
<tr>
<td>2022</td>
<td>$7,456,800.00</td>
<td>$6,800,000.00</td>
</tr>
</tbody>
</table>

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 County Commissioners of the County of Gloucester held on Wednesday, March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
1. It is **STIPULATED AND AGREED** that the assessment of the following property be adjusted and a judgment entered as follows:

<table>
<thead>
<tr>
<th>Block</th>
<th>Lot</th>
<th>Unit Qualifier</th>
</tr>
</thead>
<tbody>
<tr>
<td>351</td>
<td>9.01</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Street Address</th>
<th>Year</th>
<th>Original Assessment</th>
<th>County Tax Board Judgment</th>
<th>Requested Tax Court Judgment</th>
</tr>
</thead>
<tbody>
<tr>
<td>550 Jessup Road</td>
<td>2021</td>
<td>$1,659,000.00</td>
<td>N/A</td>
<td>$1,659,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$5,797,800.00</td>
<td></td>
<td>$4,641,000.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$7,456,800.00</td>
<td></td>
<td>$6,300,000.00</td>
</tr>
</tbody>
</table>

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</tr>
</thead>
<tbody>
<tr>
<td>550 Jessup Road</td>
<td>2022</td>
<td>$1,659,000.00</td>
<td>N/A</td>
<td>$1,659,000.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$5,797,800.00</td>
<td></td>
<td>$5,141,000.00</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$7,456,800.00</td>
<td></td>
<td>$6,800,000.00</td>
</tr>
</tbody>
</table>
2. 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.

3. This agreement shall apply to any assignee, tenant and successor in interest of the subject property.

4. Any Counterclaims filed on behalf of Defendant be and are herein withdrawn.

5. 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.

6. 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.

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

LAW OFFICES

__________________________
GLEN D. SCHWARZSCHILD, ESQUIRE
Attorney for Plaintiff

Dated: _________________

COUNTY OF GLOUCESTER

__________________________
SCOTT D. BURNS, ESQUIRE
Attorney for Office of Assessment

Dated: _________________

__________________________
A. CRAIG BLACK
County Tax Assessor

Dated: _________________
West Deptford Twp.  HCR Manorcare Property

<table>
<thead>
<tr>
<th>BL 351</th>
<th>Year</th>
<th>Assessment</th>
<th>Judgment</th>
<th>Difference</th>
<th>County Taxes *</th>
<th>Total Taxes *</th>
</tr>
</thead>
<tbody>
<tr>
<td>L 9.01</td>
<td>2021</td>
<td>$7,456,800.00</td>
<td>$6,300,000.00</td>
<td>$1,156,800.00</td>
<td>$8,618.16</td>
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<td>$6,800,000.00</td>
<td>$656,800.00</td>
<td>$4,893.16</td>
<td>$22,455.99</td>
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</table>

* using 2021 tax rate
RESOLUTION AUTHORIZING A CONTRACT WITH STEVEN W. BARTELT, MAI AND ROBERT M. SAPIO REAL ESTATE APPRAISAL & CONSULTING, LLC FROM APRIL 2, 2022 TO APRIL 1, 2023 IN AN AMOUNT NOT TO EXCEED $25,000.00 PER CONTRACT

WHEREAS, the County of Gloucester is responsible for the defense of County and State Tax Appeals; and

WHEREAS, there is a need by Gloucester County for a professional pool of appraisers in connection with the defense of assessments for the County of Assessor; and

WHEREAS, the County requested proposals, via RFP #22-027, from interested providers and evaluated those proposals consistent with the County’s fair and open procurement process; and

WHEREAS, the evaluation, based on the established criteria, concluded that Steven W. Bartelt, MAI, with a mailing address of P.O. Box 8169, Turnersville, NJ 08080 and Robert M. Sapio Real Estate Appraisal & Consulting, LLC with a mailing address of P.O. Box 1169, Voorhees, NJ 08043 made the most advantageous proposals, in an amount not to exceed $25,000.00; and

WHEREAS, the contracts shall be for estimated units of service, from April 2, 2022 to April 1, 2023, pursuant to the proposal submitted by the Vendor; therefore, the contract is open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2022 is conditioned upon the approval of the 2023 Gloucester County Budget; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director of the Board is hereby authorized to execute and the Clerk of the Board attest to the contract with Steven W. Bartelt, MAI and Robert M. Sapio Real Estate Appraisal & Consulting, LLC for appraisal services, from April 2, 2022 to April 1, 2023, in an amount not to exceed $25,000.00; 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 contract 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; and

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, March 16, 2022 at Woodbury, New Jersey.

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
STEVEN W. BARTELT, MAI

THIS CONTRACT is made effective this 16th day of March, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as "County", and STEVEN W. BARTELT, MAI, (a New Jersey
Sole Proprietorship) with a mailing address of P.O. Box 8169, Turnersville, New Jersey 08080,
hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in
connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State
Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to
3,200 County Appeals and 200 to 600 State Appeals for the entire County. From time to time it
may become necessary to engage a pool of appraisers for defense of such appeals; and

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

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

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be for the period of one year, from April 2, 2022
to April 1, 2023.

2. COMPENSATION. Vendor shall be compensated pursuant to the unit prices set forth
in, and subject to all terms and provisions of, the Vendor’s proposal dated February 10, 2022
(hereinafter the “Proposal”), which was submitted in response to the County’s Request for
Proposal RFP #22-027. The proposal is incorporated into, and made part of this Contract, by
reference. Contractor shall be paid an amount not to exceed $25,000.00. The maximum dollar
value is based on a reasonable estimate of the goods or services required over the contract term,
and the County is not obligated to spend that amount.

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

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

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 the RFP #22-027, and Vendor’s responsive proposal dated February 10, 2022 which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP #22-027.

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

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

   The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.
The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Request For Proposal, RFP #22-027, which is specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New
Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by
and interpreted consistent with New Jersey law and each waives any objection based on forum
non conveniens.

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of
RFP #22-027 and Vendor’s proposal. If there is a conflict between this Contract and the
specifications or the proposal, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the 16th day of March, 2022.

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

**ATTEST:**

_________________________
LAURIE J. BURNS,
CLERK OF THE BOARD

_________________________
FRANK J. DIMARCO,
DIRECTOR

**WITNESS:**

_________________________
STEVEN W. BARTELT, MAI

_________________________
STEVEN W. BARTELT, MAI
OWNER
CONTRACT BETWEEN  
COUNTY OF GLOUCESTER  
AND  
ROBERT M. SAPIO REAL ESTATE APPRAISAL & CONSULTING, LLC

THIS CONTRACT is made effective this 16th day of March, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and ROBERT M. SAPIO REAL ESTATE APPRAISAL & CONSULTING, LLC, with a mailing address of P.O. Box 1169, Voorhees, New Jersey 08043, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for a pool of appraisers in connection with the defense of assessments; and

WHEREAS, Gloucester County is responsible for the defense of County and State Appeals in multiple municipalities under the Pilot Program. Historically, there have been 700 to 3,200 County Appeals and 200 to 600 State Appeals for the entire County. From time to time it may become necessary to engage a pool of appraisers for defense of such appeals; and

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

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

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

TERMS OF AGREEMENT

1. TERM. The term of the contract shall be for the period of one year, from April 2, 2022 to April 1, 2023.

2. COMPENSATION. Vendor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Vendor’s proposal dated February 14, 2022 (hereinafter the “Proposal”), which was submitted in response to the County’s Request for Proposal RFP #22-027. The proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $25,000.00. The maximum dollar value is based on a reasonable estimate of the goods or services required over the contract term, and the County is not obligated to spend that amount.

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

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

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 the RFP #22-027, and Vendor’s responsive proposal dated February 14, 2022 which are incorporated by reference in their entirety and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP #22-027.

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

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

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.
The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the Request For Proposal, RFP #22-027, which is specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

15. **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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all
questions relating to its validity, interpretation, performance or enforcement shall be governed by
and construed in accordance with the laws of the State of New Jersey. The parties each
irrevocably agree that any dispute arising under, relating to, or in connection with, directly or
indirectly, this agreement or related to any matter which is the subject of or incidental to this
agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to
the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester
County, New Jersey or the United States District Court, District of New Jersey, Camden, New
Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP #22-027 and Vendor's proposal. If there is a conflict between this Contract and the specifications or the proposal, then this Contract and the specifications shall control.

**THIS CONTRACT** shall be effective the 16th day of March, 2022.

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

**ATTEST:**

**COUNTY OF GLOUCESTER**

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

**FRANK J. DIMARCO,**
**DIRECTOR**

**WITNESS:**

**ROBERT M. SAPIO REAL ESTATE**
**APPRAISAL & CONSULTING, LLC**

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**Name:**
**Title:**
RESOLUTION AUTHORIZING CONTRACTS WITH PITMAN ANIMAL HOSPITAL, LLC, CLAYTON VETERINARY CENTER, LLC, AND DELAWARE VALLEY VETERINARY HOSPITAL, P. C. FOR VETERINARY SERVICES FOR THE GLOUCESTER COUNTY ANIMAL SHELTER FROM APRIL 1, 2022 TO MARCH 31, 2023

WHEREAS, there exists a need for the County to contract for Veterinarian of Record services, including certain consulting services, emergency veterinary care during normal business hours, and spay, neuter, and rabies vaccination services; and

WHEREAS, the County has requested proposals for the aforementioned services via RFP #22-028 from interested providers and has evaluated those proposals consistent with the County’s fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, such evaluation, based on the established criteria, concluded that Pitman Animal Hospital, LLC, located at 654 N. Delsea Drive, Pitman, New Jersey 08071, be awarded a contract for services as per RFP #22-028, from April 1, 2022 to March 31, 2023; and

WHEREAS, the contract shall include an annual fee of $19,800.00, payable to the Vendor at $1,650.00 per month, for agreed consulting services, excluding fees for emergency care during normal business hours and spay, neuter, and rabies vaccination services. Emergency care and treatment services from Vendor shall be on an as needed basis, with total compensation for such services not to exceed $25,000.00 for the contract period, as per Vendor’s response to RFP #22-028, dated February 18, 2022; and

WHEREAS, such evaluation, based on the established criteria, concluded that Clayton Veterinary Center, LLC, located at 820 N. Delsea Drive, Clayton, New Jersey 08312, be awarded a contract for services, as per Vendor’s response to RFP #22-028, dated February 21, 2022, from April 1, 2022 to March 31, 2023, in an amount not to exceed $17,000.00; and

WHEREAS, such evaluation, based on the established criteria, concluded that Delaware Valley Veterinary Hospital, P.C., located at 400 Swedesboro Road, Mullica Hill, New Jersey 08062, be awarded a contract for services, as per Vendor’s response to RFP# 22-028, dated February 15, 2022, from April 1, 2022 to March 31, 2023, in an amount not to exceed $17,000.00; and

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

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

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to contracts for services as set forth in RFP# 22-028, from April 1, 2022 to March 30, 2023, with Pitman Animal Hospital, LLC, in amount not to exceed $44,800.00, and Clayton Veterinary Center, LLC and Delaware Valley Veterinary Hospital, P.C., each in an amount not to exceed $17,000.00; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service, and amount of the contracts, if applicable, and a copy of the Resolution and a copy of 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; and
BE IT FURTHER RESOLVED, before any purchase be made pursuant to the within award, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PITMAN ANIMAL HOSPITAL, LLC

THIS CONTRACT is made effective the 16th day of March, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “County,” and PITMAN ANIMAL HOSPITAL, LLC with offices located at 645 N. Delsea Drive, Pitman, New Jersey 08071, hereinafter referred to as “Vendor.”

RECITALS

WHEREAS, there exists a need for the County to contract for Veterinarian of Record Services for its Animal Shelter, including certain consulting services, emergency veterinary care during normal business hours and spay, neuter and rabies vaccination services, in compliance with RFP #22-028; and

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

WHEREAS, the Vendor represents that it is qualified to 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. This Contract shall be effective from April 1, 2022 to March 31, 2023.

2. COMPENSATION. Vendor shall receive an annual fee of $19,800.00, payable at $1,650.00 per month, for agreed consulting services, excluding fees for emergency care during normal business hours and spay, neuter and rabies vaccination services. Emergency care and treatment services from Vendor shall be on an as needed basis, with total compensation for such services not to exceed $25,000.00, for a total contract amount not to exceed $44,800.00 for the contract period, as prescribed in Vendor’s response to RFP #22-028, dated February 18, 2022.

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 the County’s RFP #22-028 document and Vendor’s responsive proposal, dated February 18, 2022, which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP #22-028.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP #22-028, 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 its obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.
D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

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

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

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

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

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with 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.

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
the 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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP #22-028 and Vendor’s proposal. If there is a conflict between this Contract and the specification or the proposal, then this Contract and the Specifications shall control.

**THIS CONTRACT** shall be effective the _____ day of ____________, 2022.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:                              COUNTY OF GLOUCESTER

Laurie J. Burns,                       Frank J. Dimarco,
Clerk of the Board                    Director

ATTEST:                              Pitman Animal Hospital, LLC

Name:
Title:
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
CLAYTON VETERINARY CENTER, LLC

THIS CONTRACT is made effective the 16th day of March, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as “County,” and CLAYTON VETERINARY CENTER, LLC
with offices located at 820 N. Delsea Drive, Clayton, New Jersey 08312, hereinafter referred to
as “Vendor.”

RECITALS

WHEREAS, there exists a need for the County to contract for Veterinarian of Record
Services for its Animal Shelter, including emergency veterinary care during normal business
hours and spay, neuter, and rabies vaccination services, in compliance with RFP #22-028; and

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

WHEREAS, the Vendor represents that it is qualified to 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. This Contract shall be effective from April 1, 2022 to March 31, 2023.

2. COMPENSATION. Vendor shall be on an as needed basis, with total compensation for
such services not to exceed $17,000.00 for the contract period, as prescribed in Vendor’s
response to RFP #22-028, dated February 21, 2022.

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 the County’s RFP #22-028 document, and Vendor’s responsive proposal dated February 21, 2022, which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP #22-028.

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

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

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

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

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

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

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

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

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

A. Pursuant to the termination provisions set forth in the RFP #22-028, 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 its obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

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

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.
7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

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

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with 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.

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 the 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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.
19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

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

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP #22-028 and Vendor’s proposal. If there is a conflict between this Contract and the specification or the proposal, then this Contract and the Specifications shall control.

    THIS CONTRACT shall be effective the _____ day of __________, 2022.

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

    ATTEST:                       COUNTY OF GLOUCESTER

    ________________________________
    LAURIE J. BURNS,
    CLERK OF THE BOARD

    ________________________________
    FRANK J. DIMARCO, DIRECTOR

    ATTEST:                       CLAYTON VETERINARY CENTER, LLC

    ________________________________
    Name:
    Title:
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
DELAWARE VALLEY VETERINARY HOSPITAL, P.C.

THIS CONTRACT is made effective the 16th day of March, 2022, by and between the
COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New
Jersey, hereinafter referred to as “County,” and DELAWARE VALLEY VETERINARY
HOSPITAL, P.C. with offices located at 400 Swedesboro Road, Mullica Hill, New Jersey
08062, hereinafter referred to as “Vendor.”

RECITALS

WHEREAS, there exists a need for the County to contract for Veterinarian of Record
Services for its Animal Shelter, including emergency veterinary care during and after normal
business hours and spay, neuter, and rabies vaccination services, in compliance with RFP #22-
028; and

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

WHEREAS, the Vendor represents that it is qualified to 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. This Contract shall be effective from April 1, 2022 to March 31, 2023.

2. COMPENSATION. Vendor shall be on an as needed basis, with total compensation for
such services not to exceed $17,000.00 for the contract period, as prescribed in Vendor’s

   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 the County’s RFP #22-028 document, and Vendor’s responsive proposal dated February 15, 2022, which are incorporated by reference in their entirety and made part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set out in RFP #22-028.

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

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

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

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

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.
The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

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

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

   A. Pursuant to the termination provisions set forth in the RFP #22-028, 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 its obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

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

   E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set-off until such time as the exact amount of damages due the County from the Vendor is determined.
F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

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

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

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with 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.

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 the 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. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester.
County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

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

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP #22-028 and Vendor’s proposal. If there is a conflict between this Contract and the specification or the proposal, then this Contract and the Specifications shall control.

**THIS CONTRACT** shall be effective the _____ day of ___________, 2022.

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

**ATTEST:**

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

FRANK J. DIMARCO,
DIRECTOR

**ATTEST:**

DELWARE VALLEY
VETERINARY HOSPITAL

Name:
Title:
RESOLUTION AUTHORIZING EMERGENCY TEMPORARY APPROPRIATIONS

WHEREAS, an emergent condition has arisen with respect to certain programs and no adequate provision has been made in the 2022 temporary appropriations for the aforesaid purpose, and N.J.S.A. 40A:4-20 provides for the creation of such emergency temporary appropriations; and

WHEREAS, the total emergency temporary resolutions adopted in the year 2022, pursuant to the provisions of Chapter 96, P.L. 1951 (N.J.S.A. 40A:4-20) including this resolution, total $17,734,287.00.

NOW, THEREFORE, BE IT RESOLVED (not less than two thirds of all members thereof affirmatively concurring) that in accordance with the provisions of N.J.S.A. 40A:4-20:

1. That the following emergency temporary appropriations be and the same is made for 2022 as follows:

   a. General Government

      Engineering
      Salaries & Wages $ 10,000.00

      Economic Development
      Salaries & Wages $ 25,000.00

   b. Public Safety Functions

      Emergency Response
      Salaries & Wages $100,000.00

   c. Public Works

      Fleet Management
      Salaries & Wages $ 15,000.00

2. That said emergency temporary appropriations will be provided for in the 2022 budget under the same titles.

3. That a certified copy of this resolution shall be filed with the Director of Local Government Services.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING 2021 APPROPRIATION
RESERVE BUDGET TRANSFERS

WHEREAS, N.J.S.A. 40A:4-59 provides that all unexpended balances carried forward after the close of the year are available, until lapsed at the close of the succeeding year, to meet specific claims, commitments or contracts incurred during the preceding fiscal year, and allow transfers to be made from the unexpended balances which are expected to be insufficient during the first three (3) months of the succeeding year, when it has been determined necessary to expend for any of the purposes specified in the budget an amount in excess of the sum appropriated, and where it has been further determined that there is an excess in any appropriation over and above the amount deemed to be necessary to fulfill the purpose of such appropriation.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County Treasurer is hereby authorized to make transfers among the 2021 budget in accordance with the following:

TRANSFER FROM
Sheriff’s Office – S&W $200,000.00

TRANSFER TO
Corrections – OE $200,000.00

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING CONTRACTS FOR THE SUPPLY AND
DELIVERY OF CERTAIN OFFICE PRODUCTS FROM APRIL 4, 2022 TO
APRIL 3, 2023 IN AN AGGREGATE AMOUNT NOT TO EXCEED $85,000.00

WHEREAS, the County of Gloucester has a need for the supply and delivery of certain
print-related supplies, including but not limited to, toner cartridges, OEM inkjet printer cartridges,
fax machine toner, drum units and ribbons to be utilized by various County departments, and

WHEREAS, after public notice and advertising the County received seal bid responses to
PD-22-012 on March 2, 2022 for each product individually, and awards contracts on that basis
for a one-year period from April 4, 2022 to April 3, 2023; and

WHEREAS, it was determined that Rasik Computer Center, Inc. d/b/a Academic Supplier
of 3519 Main Street, Suite 401, Chula Vista, CA 91911-0801, was the lowest responsive and
responsible bidder for specified items set forth in its bid response in an amount not to exceed
$15,000.00; and

WHEREAS, it was determined that W.B. Mason Co., Inc. of 151 Heller Place, Bellmawr,
NJ 08031, was the lowest responsive and responsible bidder for specified items set forth in its bid
response in an amount not to exceed $20,000.00; and

WHEREAS, it was determined that The Tree House with a mailing address of P.O. Box
413, Norwood, MA 02062, was the lowest responsive and responsible bidder for specified items set
forth in its bid response in an amount not to exceed $25,000.00; and

WHEREAS, it was determined that Allied Document Solutions & Services of 200 Church
Street, Swedesboro, NJ 08085, was the lowest responsive and responsible bidder for specified items
set forth in its bid response in an amount not to exceed $25,000.00; and

WHEREAS, the contracts are open ended, which does not obligate the County to make any
purchase, so that no Certificate of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the
County of Gloucester that contracts for the supply and delivery of print-related items as per PD-22-012 are hereby split and awarded to (1) Rasik Computer Center, Inc. d/b/a Academic Supplier, (2) W.B. Mason Co., Inc., (3) The Tree House, and (4) Allied Document Solutions & Services, for specified supplies, from April 4, 2022 to April 3, 2023 in an aggregate amount not to exceed $85,000.00; and, that the Director is hereby authorized to execute and the Clerk of the Board to attest to the execution of the contracts; and

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

ADOPTED at a meeting of the Board of County Commissioners of the County of Gloucester
held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
PURCHASE CONTRACT
Between
COUNTY OF GLOUCESTER
And
RASIK COMPUTER CENTER, INC.
d/b/a ACADEMIC SUPPLIER

THIS PURCHASE CONTRACT is effective this 16th day of March, 2022, 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 "County", and RASIK COMPUTER CENTER, INC. d/b/a ACADEMIC SUPPLIER, with an address of 3519 Main Street, Suite 401, Chula Vista, CA 91911-0801, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County seeks the supply and delivery of OEM inkjet printer cartridges, toner cartridges, fax machine toner, drum units and ribbons as per specifications set forth in PD-22-012, to be utilized by various County departments; and

WHEREAS, bid responses were publicly received and opened by the County on March 2, 2022 with Vendor being a successful bidder for certain parts, and representing that it is ready, willing and able to provide the specific item(s) set forth in the County specifications; and

WHEREAS, this Purchase Contract, hereinafter referred to as “Contract”, is awarded pursuant to and consistent with Gloucester County’s fair and open procurement process and all statutory terms and provisions required for public contracting; and

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. CONTRACT PERIOD. Vendor will supply and deliver certain items as set forth in its bid response to PD-22-012 (Attachment A) from April 4, 2022 to April 3, 2023, consistent with the specifications which are incorporated into and made a part of this Contract.

2. COMPENSATION. Upon delivery, the County agrees to pay to Vendor an amount not to exceed $15,000.00 as per the unit prices set forth in the County’s Summary of Bids identified as PD-22-012 which is incorporated by reference and made part of this Contract.

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

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

3. **DUTIES OF VENDOR.** The Vendor will supply and deliver the items as set forth in its bid response to PD-22-012, and more specifically as set forth in Attachment A, which is incorporated herein by reference and made a part of this Contract.

Vendor agrees that it will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-22-012, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. **FURTHER OBLIGATIONS.** During the performance of this Contract, the Vendor agrees that it:

A. will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.

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

C. will send a notice to each labor union with which it has a collective bargaining agreement 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.

D. 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.

E. 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 supply the item(s) 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 or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

9. **INSURANCE.** Vendor shall, if applicable, 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.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform as required 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 if an installation of equipment is required, 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. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this Contract and further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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, the specifications identified as PD-22-012, and Vendor's bid response 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 and the bid package, then this Contract and the specifications shall prevail.

**THIS PURCHASE CONTRACT** is made effective the 16th day of March, 2022.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners passed for that purpose, and the Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk FRANK J. DIMARCO, DIRECTOR

ATTEST: RASIK COMPUTER CENTER, INC.
     d/b/a ACADEMIC SUPPLIER

By: SUMIT A. SHAH,
   Title: DIRECTOR
SUMMARY OF BID ITEMS AWARDED

RASI K COMPUTER CENTER, INC.
d/b/a ACADEMIC SUPPLIER

Bid Item nos. 1-12, 14, 15, 16, 18, 59, 89, 164 and 196
PURCHASE CONTRACT

Between
COUNTY OF GLOUCESTER
And
THE TREE HOUSE

THIS PURCHASE CONTRACT is effective this 16th day of March, 2022, 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 "County", and THE TREE HOUSE, with a mailing address of P.O. Box 413, Norwood, MA 02062, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County seeks the supply and delivery of OEM inkjet printer cartridges, toner cartridges, fax machine toner, drum units and ribbons as per specifications set forth in PD-22-012, to be utilized by various County departments; and

WHEREAS, bid responses were publicly received and opened by the County on March 2, 2022 with Vendor being a successful bidder for certain parts, and representing that it is ready, willing and able to provide the specific item(s) set forth in the County specifications; and

WHEREAS, this Purchase Contract, hereinafter referred to as “Contract”, is awarded pursuant to and consistent with Gloucester County’s fair and open procurement process and all statutory terms and provisions required for public contracting; and

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. CONTRACT PERIOD. Vendor will supply and deliver certain items as set forth in its bid response to PD-22-012 (Attachment A) from April 4, 2022 to April 3, 2023, consistent with the specifications which are incorporated into and made a part of this Contract.

2. COMPENSATION. Upon delivery, the County agrees to pay to Vendor an amount not to exceed $25,000.00 as per the unit prices set forth in the County’s Summary of Bids identified as PD-22-012 which is incorporated by reference and made part of this Contract.

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

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.
3. **DUTIES OF VENDOR.** The Vendor will supply and deliver the items as set forth in its bid response to PD-22-012, and more specifically as set forth in Attachment A, which is incorporated herein by reference and made a part of this Contract.

Vendor agrees that it will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-22-012, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. **FURTHER OBLIGATIONS.** During the performance of this Contract, the Vendor agrees that it:

A. will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.

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

C. will send a notice to each labor union with which it has a collective bargaining agreement 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.

D. 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.

E. 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 supply the item(s) 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 or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

9. **INSURANCE.** Vendor shall, if applicable, 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.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform as required 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 if an installation of equipment is required, 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. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this Contract and further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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, the specifications identified as PD-22-012, and Vendor’s bid response 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 and the bid package, then this Contract and the specifications shall prevail.

**THIS PURCHASE CONTRACT** is made effective the 16th day of March, 2022.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners passed for that purpose, and the Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk Robert M. Damminger, Director

ATTEST: THE TREE HOUSE

________________________________________
By: David Rizzo
Title: Sales
SUMMARY OF BID ITEMS AWARDED

THE TREE HOUSE

Bid Item nos. 17, 19, 20-28, 30, 31, 32, 35, 37, 38, 39, 40, 41, 42, 48, 49, 55, 56, 57, 62, 63, 64, 65, 70, 72, 73, 74, 75, 76, 77, 78, 80, 125, 126, 129, 131, 150, 151, 153, 154, 155, 156, 157, 166, 167, 168, 169, 170, 171, 172, 177, 192, 197, 198, 199, 200-213, 218, 219, 220-231
PURCHASE CONTRACT
Between
COUNTY OF GLOUCESTER
And
W.B. MASON CO., INC.

THIS PURCHASE CONTRACT is made effective this 16th day of March, 2022, 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 "County", and W.B. MASON CO., INC., with an address of 151 Heller Place, Bellmawr, NJ 08031, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County seeks the supply and delivery of OEM inkjet printer cartridges, toner cartridges, fax machine toner, drum units and ribbons as per specifications set forth in PD-22-012, to be utilized by various County departments; and

WHEREAS, bid responses were publicly received and opened by the County on March 2, 2022 with Vendor being a successful bidder for certain parts, and representing that it is ready, willing and able to provide the specific item(s) set forth in the County specifications; and

WHEREAS, this Purchase Contract, hereinafter referred to as “Contract”, is awarded pursuant to and consistent with Gloucester County’s fair and open procurement process and all statutory terms and provisions required for public contracting; and

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. CONTRACT PERIOD. Vendor will supply and deliver certain items as set forth in its bid response to PD-22-012 (Attachment A) from April 4, 2022 to April 3, 2023, consistent with the specifications which are incorporated into and made a part of this Contract.

2. COMPENSATION. Upon delivery, the County agrees to pay to Vendor an amount not to exceed $20,000.00 as per the unit prices set forth in the County’s Summary of Bids identified as PD-21-010 which is incorporated by reference and made part of this Contract.

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

   It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.
3. **DUTIES OF VENDOR.** The Vendor will supply and deliver the items as set forth in its bid response to PD-22-012, and more specifically as set forth in Attachment A, which is incorporated herein by reference and made a part of this Contract. Vendor agrees that it will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-22-012, which are incorporated herein and made a part hereof by reference.

The duties herein shall be binding upon execution of this Contract and shall encompass each delivery made by the Vendor and the purchased item(s) received and accepted by the County.

4. **FURTHER OBLIGATIONS.** During the performance of this Contract, the Vendor agrees that it:

   A. will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.

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

   C. will send a notice to each labor union with which it has a collective bargaining agreement 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.

   D. 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.

   E. 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 supply the item(s) 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 or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

9. **INSURANCE.** Vendor shall, if applicable, 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.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform as required in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then 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 if an installation of equipment is required, 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. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this Contract and further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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, the specifications identified as PD-22-012, and Vendor’s bid response 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 and the bid package, then this Contract and the specifications shall prevail.

**THIS PURCHASE CONTRACT** is made effective the 16th day of March, 2022.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners passed for that purpose, and the Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST: COUNTY OF GLOUCESTER

______________________________  _______________________________
LAURIE J. BURNS, CLERK        FRANK J. DIMARCO, DIRECTOR

ATTEST: W.B. MASON CO., INC.

______________________________
By: DANIEL ORR, JR.
Title: SENIOR V.P.
SUMMARY OF BID ITEMS AWARDED

W.B. MASON CO., INC.

Bid Item nos. 13, 29, 33, 34, 36, 43, 54, 58, 60, 61, 66, 67, 68, 69, 71, 79, 81, 82, 83, 84, 85, 87, 88, 90, 92, 98, 99, 100, 101, 173, 174, 175, 176, 178, 179, 180, 181, 182, 183, 193, 194 and 195
PURCHASE CONTRACT
Between
COUNTY OF GLOUCESTER
And
ALLIED DOCUMENT SOLUTIONS & SERVICES

THIS PURCHASE CONTRACT is effective this 16th day of March, 2022, 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
"County", and ALLIED DOCUMENT SOLUTIONS & SERVICES, with an address of 200
Church Street, Swedesboro, NJ 08085, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County seeks the supply and delivery of OEM inkjet printer cartridges,
toner cartridges, fax machine toner, drum units and ribbons as per specifications set forth in PD-
22-012, to be utilized by various County departments; and

WHEREAS, bid responses were publicly received and opened by the County on March
2, 2022 with Vendor being a successful bidder for certain parts, and representing that it is ready,
willing and able to provide the specific item(s) set forth in the County specifications; and

WHEREAS, this Purchase Contract, hereinafter referred to as “Contract”, is awarded
pursuant to and consistent with Gloucester County’s fair and open procurement process and all
statutory terms and provisions required for public contracting; and

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. CONTRACT PERIOD. Vendor will supply and deliver certain items as set forth in its
bid response to PD-22-012 (Attachment A) from April 4, 2022 to April 3, 2023, consistent with
the specifications which are incorporated into and made a part of this Contract.

2. COMPENSATION. Upon delivery, the County agrees to pay to Vendor an amount not
to exceed $25,000.00 as per the unit prices set forth in the County’s Summary of Bids identified
as PD-22-012 which is incorporated by reference and made part of this Contract.

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

It is also agreed and understood that the acceptance of the final payment by Vendor shall
be considered a release in full of all claims against the County arising out of, or by reason of, the
work done and materials furnished under this Contract.
3. **DUTIES OF VENDOR.** The Vendor will supply and deliver the items as set forth in its bid response to **PD-22-012**, and more specifically as set forth in Attachment A, which is incorporated herein by reference and made a part of this Contract.

Vendor agrees that it will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements set forth in the specifications identified as PD-22-012, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

4. **FURTHER OBLIGATIONS.** During the performance of this Contract, the Vendor agrees that it:

   A. will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. 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.

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

   C. will send a notice to each labor union with which it has a collective bargaining agreement 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.

   D. 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.

   E. 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 supply the item(s) 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 or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

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

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

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

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

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

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

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

9. **INSURANCE.** Vendor shall, if applicable, 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.

10. **SET-OFF.** Should Vendor either refuse or neglect to perform as required 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 if an installation of equipment is required, 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. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this Contract and further covenants that in the performance of this Contract, no person having any such interest shall be employed.

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, the specifications identified as PD-22-012, and Vendor's bid response 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 and the bid package, then this Contract and the specifications shall prevail.

**THIS PURCHASE CONTRACT** is made effective the 16th day of March, 2022.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of County Commissioners passed for that purpose, and the Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST: COUNTY OF GLOUCESTER

Laurie J. Burns, Clerk FRANK J. DIMARCO, DIRECTOR

ATTEST: ALLIED DOCUMENT SOLUTIONS & SERVICES

__________________________
By: ROBERT RICHARDSON
Title: PRESIDENT
RESOLUTION AUTHORIZING APPROVING OF THE BILL LISTS
FOR THE MONTH OF MARCH, 2022

WHEREAS, the Board of County Commissioners of the County of Gloucester has received and reviewed the bill list for the County as prepared, reviewed, and approved by the County Treasurer for the monthly period ending March 11, 2022; and

WHEREAS, the County Division of Social Services has submitted their bill list, including daily payments made by the Division, and Administrative payments to be issued, which list was reviewed and approved by the Division’s Finance Officer and Director, and also reviewed and approved by the County Treasurer for the monthly period ending March 11, 2022.

NOW, THEREFORE, BE IT RESOLVED that the County’s bill list for the period ending March 11, 2022, as prepared, reviewed and approved by the County Treasurer is hereby approved by the Board of County Commissioners, and the County Treasurer is authorized to render payment to each vendor appearing on said list; and

BE IT FURTHER RESOLVED that the County Division of Social Services’ bill list for the period ending March 11, 2022, which includes ratification of prior emergency payments made as prepared, reviewed and approved by the Division’s Finance Officer and Director and the County Treasurer is hereby approved, and the County Treasurer is authorized to render payment to each vendor appearing on said list.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION RATIFYING THE MEMORANDUM OF AGREEMENT BETWEEN GLOUCESTER COUNTY BOARD OF COMMISSIONERS, THE SHERIFF OF GLOUCESTER COUNTY AND PBA LOCAL NO. 122 SHERIFF’S SERGEANTS FOR THE PERIOD JANUARY 1, 2019 TO DECEMBER 31, 2024

WHEREAS, the Gloucester County Board of County Commissioners, the Sheriff of Gloucester County, and PBA Local No. 122 Sheriff’s Sergeants have negotiated a Memorandum of Agreement (herein referred to as “Agreement”), for Sheriff Officer Sergeants of the County Sheriff’s Department; and

WHEREAS, under the terms of said Agreement, the wages, benefits, and other relative terms and conditions of employment have been set forth for the period January 1, 2019 through December 31, 2024.

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

1. That the County of Gloucester hereby ratifies and accepts the Memorandum of Agreement between the Gloucester County Board of Commissioners, the Sheriff of Gloucester County, and PBA Local No. 122 Sheriff’s Sergeants, which Agreement is incorporated herein by reference;

2. Said Agreement shall be effective for the period beginning January 1, 2019 and concluding December 31, 2024.

3. That the appropriate County Officials shall be authorized to execute the Agreement and/or other documents necessary to effectuate said Collective Bargaining Agreement and the terms contained therein.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
MEMORANDUM OF AGREEMENT REACHED BETWEEN
PBA LOCAL 122 SHERIFF SERGEANTS
and
SHERIFF OF GLOUCESTER COUNTY
and
GLOUCESTER COUNTY BOARD OF COMMISSIONERS

WHEREAS, the PBA Local 122 Gloucester County Sheriff Sergeants are parties to an agreement, that also applies to Sheriff Officers, with the County of Gloucester and the Gloucester County Sheriff’s Office ("County") with a duration period of January 1, 2014 through December 31, 2018; and

WHEREAS, on or about November 18, 2019, the PBA Local 122 Sheriff Sergeants (“Union”, “PBA”) became a separate bargaining unit consisting of only employees holding the rank and title of Sheriff Sergeant; and

WHEREAS, PBA Local 122 Sheriff Sergeants and the Sheriff of Gloucester County and Gloucester County Board of Commissioners (sometimes herein collectively referred to as “the Parties”), have agreed to resolve all outstanding issues for a successor collective negotiations agreement to the current agreement which runs from January 1, 2014 through December 31, 2018. Unless otherwise changed herein, the current contract that included both Officers and Sergeants in the Sheriff’s Office shall remain in full force and effect.

NOW THEREFORE, the Parties agree the 2014 – 2018 contract shall be modified consistent with the following:

1. **Duration.** The contract shall be a six year agreement running from January 1, 2019 through December 31, 2024. All dates throughout the contract shall be changed accordingly.

2. **Bargaining Unit and Representative.** The contract shall be amended throughout, including Article II on page 2, to reflect that it applies solely to Sheriff Officer Sergeants as a bargaining unit and the exclusive bargaining unit representative of officers holding the rank and title of Sheriff Officer Sergeant is PBA Local 122. The agreement shall be amended to indicate references to “officer”, “employee” and/or “member” shall mean Sheriff Sergeants in the bargaining unit.

3. **Article III, page 3, Grievance Procedure** – Inclusion of Minor Discipline as part of the Grievance and Arbitration Procedure, consistent with the language in the Corrections contract and Section B of the Definitions Section to read as follows:

   "3. “Minor Discipline” is a reprimand or a suspension of five (5) or less days. Any appeals of minor discipline shall be subject to the below grievance procedure.”
3a. **Article IV, page 6, Section A, Workday** – Subsection (c) shall be changed such that the shifts set forth in Appendix B of the contract shall include a 6:00 a.m. to 2:00 p.m. shift, with the option to change it to 5:00 a.m. to 1:00 p.m. no more than 20 times per year. Appendix C of the contract shall be changed to permit 12 hour shifts of 6:00 to 6:00, 7:00 to 7:00 or 8:00 to 8:00, day and night, based upon the needs of the Department as determined by the Sheriff. Any change in shift hours shall apply to all officers who are assigned to that shift.

3b. **Article IV, page 7, Section B(4)** – Shall be amended such that for overtime purposes, sick leave shall not be considered as time worked and it shall read as follows:

“For overtime purposes, time worked includes vacation leave, bereavement leave, administrative leave, lodge leave and holidays. Time worked for overtime purposes shall not include sick leave”

3c. **Article IV, page 8 Section D** – Shall be deleted to read as follows:

“Employees required to be on standby shall receive one hour’s pay for every eight (8) hours on stand-by, inclusive of all telephone calls and electronic communications received during that 8 hour period. Employees shall only be eligible to receive a minimum of two hours compensation at the overtime rate if employees must leave their residence and are called back to work at a time other than the employee’s assigned work tour, and if such call back time is not contiguous with the start of an employee’s work tour.”

4a. **Article V, Wages, page 9, Section A, Salaries** – Section A on page 9 and the Salary Schedule A shall be deleted their entirety and shall now read as follows, respectively:

Salary/Wages. Delete Paragraph A, Article V, page 9 of the current agreement and replace it as follows:

“A. **Salaries.**

The base pensionable salaries of all members of the unit covered by the Agreement are set forth in the salary schedule that is attached to this Agreement as Schedule A and made a part hereof. Retroactive to January 1, 2019, salaries shall increase 2% in 2019; 2% in 2020; 2.5% in 2021; 3% in 2022; 3% in 2023; and 3% in 2024. All Employees and retirees working during the term of this agreement shall receive retroactive pay for time worked, including employees retiring during the term of this agreement.”

Delete and Amend Schedule A on page 43 to read as follows:
"SCHEDULE A

Sergeant salaries are retroactive to January 1, 2019 and salaries for the term of this agreement shall be as follows:

<table>
<thead>
<tr>
<th></th>
<th>2.00%</th>
<th>2.00%</th>
<th>2.50%</th>
<th>3.00%</th>
<th>3.00%</th>
<th>3.00%</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>2019</td>
<td>2020</td>
<td>2021</td>
<td>2022</td>
<td>2023</td>
<td>2024</td>
</tr>
<tr>
<td>No Longevity Salary</td>
<td>$102,264.18</td>
<td>$104,309.46</td>
<td>$106,917.20</td>
<td>$110,124.72</td>
<td>$113,428.46</td>
<td>$116,831.31</td>
</tr>
<tr>
<td>Longevity Salary at 2%</td>
<td>$104,309.46</td>
<td>$106,395.65</td>
<td>$109,055.54</td>
<td>$112,327.21</td>
<td>$115,697.03</td>
<td>$119,167.94</td>
</tr>
<tr>
<td>Longevity Salary at 4%</td>
<td>$106,354.75</td>
<td>$108,481.84</td>
<td>$111,193.89</td>
<td>$114,529.70</td>
<td>$117,965.60</td>
<td>$121,504.56</td>
</tr>
<tr>
<td>Longevity Salary at 6%</td>
<td>$108,400.03</td>
<td>$110,568.03</td>
<td>$113,332.23</td>
<td>$116,732.20</td>
<td>$120,234.17</td>
<td>$123,841.19</td>
</tr>
<tr>
<td>Longevity Salary at 8%</td>
<td>$110,445.31</td>
<td>$112,654.22</td>
<td>$115,470.58</td>
<td>$118,934.69</td>
<td>$122,502.73</td>
<td>$126,177.82</td>
</tr>
</tbody>
</table>

Longevity is frozen as of December 31, 2013.

*The above longevity schedule shall, as in the prior agreement, continue to be in effect in accordance with the terms of the contract, and applicable only to those employees hired prior to January 1, 2014.

The current bargaining unit and retirees shall be compensated based upon the salary guide above and as set forth below:

<table>
<thead>
<tr>
<th></th>
<th>2019</th>
<th>2020</th>
<th>2021</th>
<th>2022</th>
<th>2023</th>
<th>2024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Randolph Alex Broadb</td>
<td>$102,264.18</td>
<td>$104,309.46</td>
<td>$106,917.20</td>
<td>$110,124.72</td>
<td>$113,428.46</td>
<td>$116,831.31</td>
</tr>
<tr>
<td>Phil Venticinque</td>
<td>$102,264.18</td>
<td>$104,309.46</td>
<td>$106,917.20</td>
<td>$110,124.72</td>
<td>$113,428.46</td>
<td>$116,831.31</td>
</tr>
<tr>
<td>Anthony Deccio</td>
<td>$102,264.18</td>
<td>$104,309.46</td>
<td>$106,917.20</td>
<td>$110,124.72</td>
<td>$113,428.46</td>
<td>$116,831.31</td>
</tr>
<tr>
<td>Kevin Pluta</td>
<td>$102,264.18</td>
<td>$104,309.46</td>
<td>$106,917.20</td>
<td>$110,124.72</td>
<td>$113,428.46</td>
<td>$116,831.31</td>
</tr>
<tr>
<td>Angie Carrara</td>
<td>$102,264.18</td>
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<td>$106,917.20</td>
<td>$110,124.72</td>
<td>$113,428.46</td>
<td>$116,831.31</td>
</tr>
<tr>
<td>Ted Jenkins</td>
<td>$102,264.18</td>
<td>$104,309.46</td>
<td>$106,917.20</td>
<td>$110,124.72</td>
<td>$113,428.46</td>
<td>$116,831.31</td>
</tr>
<tr>
<td>Kevin Lauer</td>
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<td>$106,917.20</td>
<td>$110,124.72</td>
<td>$113,428.46</td>
<td>$116,831.31</td>
</tr>
<tr>
<td>Derek Barow</td>
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<td>$104,309.46</td>
<td>$106,917.20</td>
<td>$110,124.72</td>
<td>$113,428.46</td>
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</tr>
<tr>
<td>Carla Rouse</td>
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<td>$104,309.46</td>
<td>$106,917.20</td>
<td>$110,124.72</td>
<td>$113,428.46</td>
<td>$116,831.31</td>
</tr>
<tr>
<td>Jake Smith</td>
<td>$104,309.46</td>
<td>$106,395.65</td>
<td>$109,055.54</td>
<td>$112,327.21</td>
<td>$115,697.03</td>
<td>$119,167.94</td>
</tr>
<tr>
<td>John Carrara</td>
<td>$106,354.75</td>
<td>$108,481.84</td>
<td>$111,193.89</td>
<td>$114,529.70</td>
<td>$117,965.60</td>
<td>$121,504.56</td>
</tr>
<tr>
<td>Chris Dark</td>
<td>$108,400.03</td>
<td>$110,568.03</td>
<td>$113,332.23</td>
<td>retired</td>
<td>$117,965.60</td>
<td>$121,504.56</td>
</tr>
<tr>
<td>George Urban</td>
<td>$108,400.03</td>
<td>$110,568.03</td>
<td>retired</td>
<td>retired</td>
<td>retired</td>
<td>retired</td>
</tr>
</tbody>
</table>

4b. Article V, Wages, Section C, pages 9-10, Shift Differential – Shall be amended to reflect the Sheriff’s discretion to alter the start and finish of the 12-hour transportation night shift, such that Section C shall now read as follows:
“C. **Shift Differential.** The permanent day shift is any shift that falls entirely between 6:00 a.m. and 6:00 p.m., 7:00 a.m. to 7:00 p.m., or 8:00 a.m. to 8:00 p.m. for officers working the twelve hour shift schedule. Any employee assigned to any other shift, including rotating shifts, of which any part falls outside of the permanent day shift shall receive an additional $1.00 per hour for all assigned time.

Any employee assigned to a twelve (12) hour night shift starting at 6:00 p.m. or later shall be paid the amount of $1.00 per hour shift differential for all hours worked until the end of the scheduled shift at 6:00 a.m., 7:00 a.m., or 8:00 a.m. respectively. This shall be known as the permanent night shift. Any employee assigned to the eight (8) hour 3:00 p.m. to 11:00 p.m. shift shall be paid the additional amount of $1.00 per hour shift differential for any hours which overlap with the permanent night shift hours worked by the transportation unit.”

4c. FTO. Add new **Section F, page 10** for Field Training Officers to read as follows:

“Anyone designated by the Sheriff as a Field Training Officer (FTO) shall be paid a $1,000 stipend for such designation. The stipend shall be paid no later than December 1 of each year, with the stipend prorated based upon the length of time in which the Sergeant is designated an FTO during the calendar year. This stipend is strictly based on being designated a Field Training Officer and it is not subject to the grievance procedure.

5a. **Article VII, Medical Benefits, page 13, Section A** – Shall be amended to condition Chapter 78 contributions upon particular State Health Benefit Plan enrolled in, adding after subsection (6), the following:

“7. Effective with open enrollment in the Fall of 2022, employees enrolling in NJ Direct 10, shall contribute to the cost of the health care premium at the Tier 4 contribution level under Chapter 78, P.L. 2011.

8. Employees enrolling in NJ Direct 15, NJ Direct 1525, NJ Direct 2030, Horizon HMO, and NJ Direct/NJ Direct 2019, or equivalent plans thereto, shall contribute to the cost of the health care premium at the Tier 3 contribution level under Chapter 78, P.L. 2011.

9. Employees enrolling in NJ Direct 2035, Horizon OMNIA, NJ Direct 4000 and NJ Direct 1500, or equivalent plans thereto, shall contribute to the cost of the health care premium at the Tier 2 contribution level under Chapter 78, P.L. 2011.
10. After open enrollment and prior to December 31, 2022 employees enrolling in any health care plan other than New Jersey Direct 10, shall receive a one-time payment in 2023 of the 2023 difference in annual premiums between New Jersey Direct 10 and the plan in which the employee enrolls.

11. Employees who moved out of NJ Direct 10 during the 2019, 2020 or 2021 Open Enrollment and enrolled in a plan identified in the above subsections 8 and 9 for the 2020, 2021, or 2022 calendar year shall receive a one-time payment of the difference between the employee benefit contribution under NJ Director 10 (for the year in which the new plan applies) and the employee benefit contribution for whichever plan was chosen under subsections 8 and 9 as applicable. This payment will be issued after open enrollment 2022 and prior to December 31, 2022.

12. If the State Health Benefits Plan (SHBP) begins to offer a new plan(s) not currently memorialized in this Agreement, the County of Gloucester agrees to negotiate with PBA Local 122, upon the request of either party, the tier contribution level under Chapter 78, P.L. 2011, for the new plan(s).”

5b. **Article VII, Medical Benefits, Section D(1), page13 Retirement Coverage**

Section D(1) shall be amended to provide that employees with seven (7) years rather than 15 years of County service, as it currently reads, and twenty-five (25) years of service credited by PERS or PFRS, shall be eligible for the County prescription plan upon retirement, which is consistent with County Policy and Procedure and all other County contracts. Section D(1) shall now read as follows:

“D. **Retirement Coverage.**

1. The Employer shall provide for the continuation of paid health benefits as described in Section A.1 above for employees and their dependents upon the employer’s retirement in accordance with County policy. Employees, to be eligible, must retire within twenty-five (25) years of service credited by PERS or PFRS. Employees with seven (7) years of County service and twenty five (25) years of service credited by PERS or PFRS are eligible for the County prescription plan upon retirement.”
5c. **Article VII, Medical Benefits, pages 13-14, Section E, Death of Retiree** – Add new section to provide that upon the death of a retiree, benefits shall continue to the surviving spouse and dependent children for a period of one year, providing as follows:

“3. Upon the death of a retiree, all benefits shall continue to be provided to the surviving spouse and dependent children for a period of one (1) year after such retiree’s death.”

6a. **Article VIII, Holidays, Section A, page 15** – shall be amended to read as follows:

“A. Effective January 1, 2023, there shall be a minimum of fifteen (15) holidays per year, with schedule of observances to be determined by the Employer, consisting of the following: New Year’s Day; Martin Luther King, Jr.’s Birthday; President Day/Washington’s Birthday; Good Friday; Memorial Day; Juneteenth; Independence Day; Labor Day; Columbus Day; General Election Day; Veteran’s Day; Thanksgiving Day; Day After Thanksgiving; Christmas Day; and an extra vacation day in lieu of Lincoln’s Birthday (in addition to the vacation article in this agreement).”

6b. **Article VIII, Holidays, page 15** – Section B shall be amended to read as follows:

“B. In the event an employee in the transportation unit is scheduled to work on New Year’s Day, Independence Day, Thanksgiving Day and/or Christmas, the employee shall be compensated for such work at two (2) times the employee’s regular straight time rate of pay, based upon the day the holiday falls on the calendar as opposed to the day it is celebrated by the County.”

6c. **Article VIII, Holidays, page 15** – Section D shall be updated according to the following:

“All eight (8) hour employees shall be required to work the Lincoln holiday at the employee’s regular straight time rate of pay; and two (2) other non-premium holidays for mandatory training at a rate of time and a half. Employees will be required to sign-up between December 1st and December 31st for the mandatory training on the two (2) non-premium holidays for the coming year, which said holidays shall be designated by the Sheriff. Employees will be required to work one (1) non-premium holiday designated by the Sheriff for training before June 1st; and one (1) non-premium holidays designated by the Sheriff for training after June
1. The Sheriff shall designate the number of slots available for sign-up on each of the non-premium holiday mandatory training days in accordance with a training schedule designated by the Sheriff, or his designee, for the coming year. Sign-ups will be done on a seniority basis. Any additional non-premium holidays worked by an Employee, as a make-up for missed training, will be paid at the employee's regular straight time rate of pay. Failure by an Employee to complete the training designated by the Sheriff on the two (2) required training days will subject the Employee to being declared unfit for duty by the Sheriff, or his designee. Independence Day, Thanksgiving, Christmas, and New Year's Day are not part of the selection process. These four (4) holidays are automatic days off with holiday pay to eight-hour employees who choose to work holidays. Twelve (12) hour employees shall continue to follow the shift schedule, and any training for twelve (12) hour employees shall be completed as scheduled by the Sheriff, or his designee. Any Employee who worked any holidays other than the holidays listed in Section B above, shall be paid time and one half for all hours worked, except in cases where the hours worked are make-up for missed training. Any new employee shall be paid only for those holidays which occur on or after their date of hire for the remainder of that calendar year."

7. **Article XI, Sick Leave, Section G, page 20, Donation of Sick Leave**— Amend to permit donation of sick leave consistent with Civil Service regulations by deleting the current language and replacing it as follows:

   "G. Donation of Sick Time

   1. Employees covered by this Agreement may donate sick time to any member covered under this Agreement or to other County employees in accordance with Civil Service regulations on donating sick or vacation time."

8. **Article XIII, Other Benefits, page 23**— Add the following new section incorporating NJFLA, FMLA, and New Jersey Family Leave Insurance ("FLI") in the parties' contract:
“G. All applicable requirements of the New Jersey Family Leave Act (hereinafter “NJFLA”), the Federal Family and Medical Leave Act (hereinafter “FMLA”) and New Jersey Family Leave Insurance (“FLI”) shall be followed with respect to employees who request leave for eligible purposes thereunder.

Any employee taking an unpaid leave of absence shall be permitted to continue his/her health benefit coverage after Employer-paid coverage ends by paying the monthly premiums prior to the coverage month. In addition, an eligible employee who takes leave qualifying under the FLA or the FMLA shall have coverage continued by the Employer during such leave.”

Article XVII, Dues Deduction, page 28 – shall be deleted in its entirety and amended to be consistent with the Janus decision and shall now read as follows:

“A. The Employer agrees to make payroll deduction of PBA dues when authorized to do so by the employees on the appropriate form. Union dues deduction shall be exclusive as to PBA Local 122. The amount of said deduction shall have been certified to the Employer by the Treasurer of the PBA. The Employer shall remit the dues to an address designated by the PBA no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonably possible), together with a list of employees from whose pay such deductions were made.

Employees who have authorized the payroll deduction of fees to the PBA may revoke such authorization by providing written notice to the Employer. Within five days of receipt of notice from an employee of revocation of authorization for the payroll deduction of fees, the Employer shall provide notice to the PBA of an employee’s revocation of such authorization. The effective date of a termination in deductions shall be July 1 next succeeding the date on which notice of withdrawal is filed by an employee with the employer’s disbursing officer.

B. Save Harmless. The PBA shall indemnify, defend and hold the Employer harmless against all claims, demands, suits, or other forms of liability that shall arise out of fee deductions by the Employer for the PBA which the Employer has remitted to the
PBA and reliance by the Employer on any representations made by
the PBA with respect to this Article. The Employer will give the
PBA notice in writing of any claim, demand, suit or other form of
liability in regard to which it will seek to implement this
paragraph.”

10. Article XXI, Employee Rights, page 35 – Provide for specific written
contractual provisions regarding discipline, as provided for in the rank and file Corrections
contract, with the following added as paragraph 3 to Section A, and shall replace current
Section B.

“3. Regarding disclosure of personnel records pursuant to N.J.S.A.
47:1A-10 the Open Public Records Act (OPRA) the Employer and
the PBA agree that all personnel records of individual bargaining
unit employees shall be maintained in confidence and shall not be
disclosed except to authorized persons having expressed written
consent and in accordance with the provisions thereto.

B. DISCIPLINE. Discipline of an employee shall be imposed
only for just cause. Penalties for misconduct may consist of written
reprimands, suspensions, fines, demotions, and discharge. It is
understood that demotions or discharges resulting in layoff or
Department of Personnel bumping procedures shall not be
construed as discipline. Except in extreme cases of misconduct,
discipline shall be intended as corrective and shall be progressive
in nature.

The terms of this Article shall not apply to provisional employees
or employees serving their working test period. Employees
serving their working test period shall retain all rights under the
Civil Service Laws, Rules or Regulations.

Discipline under this Article is defined by N.J.A.C.4A:2-22,
Gloucester County Human Resources Manual Chapter 7 Section 3,
the Gloucester County Sheriff's Office Rules, Regulations,

1. INVESTIGATIONS. All internal
investigations, shall comply with Attorney
General's Guidelines and any amendments thereto,
as well as all applicable statutes and laws.
2. CHARGES. Employees are obligated to comply conscientiously with all rules, regulations, and SOPs of the Employer, provided such rules do not conflict with the express provisions of this agreement and are not otherwise unlawful or improper. Employees may be disciplined as set forth in accordance with a promulgated disciplinary policy. When the Employer or his/her designee imposes discipline, written notice of such discipline shall be given to the employee. Such notice shall contain the specific regulation violated and the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of discipline. If charges are to be brought they shall be in accordance with the applicable statutes including the forty-five (45) day rule.

3. APPEALS
   a. Minor Discipline – “Minor discipline” is a reprimand or a suspension or fine of five (5) or less working days. Employees charged with minor discipline may appeal their discipline through the grievance and arbitration process set forth in Article III. That process shall be the exclusive recourse for any challenge to minor discipline, and all procedural rights and requirements in that process shall apply.

   b. Major Discipline – “Major discipline” is a fine or suspension equivalent to more than five (5) working days, or removal from employment. Employees charged with major discipline shall receive a Preliminary Notice of Disciplinary Action and must request a hearing within five (5) days following receipt thereof. If requested, the hearing shall be held before the County Administrator or his/her designee within thirty (30) days. The County Administrator shall issue a written decision, and if major discipline is sustained, the Employee may appeal to the Civil Service Commission in accordance with the procedures set forth in Title 11A of the New Jersey statutes and Title 4A of the New Jersey Administrative Code.
4. REPRESENTATION. An employee is entitled to have representation/legal counsel at any disciplinary investigation/ hearing and the rights as defined by the "Law Enforcement Protection Act", "Weingarten", "Garrity" and "Loudermill". When an employee is not represented by the PBA, he/she must sign the PBA Liability Waiver Form. The PBA may have the right to be present and shall, be notified of the initial filing and the final outcome. Employees, who are required as witnesses at such hearings as well as the Association representative, shall suffer no loss of regular straight time pay to appear at such investigation/hearing.

11. Article XXII, Miscellaneous Provisions, K-9 Provision, page 38, Section C(5) Shall be changed accordingly, as previously agreed to by the parties, with all changes underlined.

1. Employees who are assigned a canine or other animal that was sponsored and trained by the Sheriff’s Office shall not be responsible for any monetary expenses to the animals related to the animal’s care.

2. Employees are assigned a department sponsored K-9 will be issued a vehicle equipped with the appropriate K-9 insert and heat alarm, effective July 1, 2019. This vehicle will be utilized to conduct routine daily maintenance; i.e., (feeding, cleaning, grooming, medicine, clean run, and equipment maintenance). This vehicle will be utilized for all training assignments and any other instance that requires the employee to transport a canine.

3. The employee shall be equipped with the proper shelters and enclosures necessary to secure the animal and to maintain its and the public’s safety.

4. If the canine is injured while on duty, the Department will provide medical coverage for three (3) years at a County approved veterinarian.

5. Employer agrees to release employee assigned to canine from duty one (1) hour prior to the end of their shift for K-9 care. Eight (8) hour employees will work seven (7) hours and twelve (12) hour employees will work an eleven (11) hour day. This one hour early release will cover all time provided by the Employer on duty days for canine care. If employee is required to work overtime at the end of their assigned shift, thus preventing them from utilizing the one (1) hour early out policy, the employee will be
compensated an additional thirty (30) minutes of overtime on those days at the appropriate overtime rate of pay.

6. On non-duty days, i.e., (days off, vacation, personal leave, comp., bereavement, sick, etc.) handlers will be compensated thirty (30) minutes overtime per day at the appropriate overtime rate of pay.

7. Employees assigned to K-9 that are on extended sick leave (more than ten (10) days) or extended vacation (more than fifteen (15) days), the Employer reserves the right to have the canine kenneled, rather than compensate the handler at the appropriate overtime rate of pay. The employee may be permitted to keep his K-9 partner if he or she desires, at no cost for overtime to the County if the Employer so permits.

8. Routine maintenance of department canine(s) unassigned to a specific handler, i.e. (Bloodhound, etc.)

   a. Every effort will be made to conduct daily routine maintenance on shift during normal work days. Supervisors will ensure a handler is permitted sufficient time on shift to conduct daily maintenance. In the event the handler is not given the sufficient time to conduct daily maintenance while on shift, the employer agrees to compensate the handler at the appropriate overtime rate of pay until completed.

   b. On non-duty days, i.e. (days off, vacation, personal leave, holidays, bereavement) handlers will be compensated thirty (30) minutes overtime per day at the appropriate overtime rate of pay.

9. Training and In-Service

   a. The Employer agrees to allow all handlers to participate in their monthly in-service training not to exceed two (2) days a month.

   b. The Employer will allow yearly Bloodhound training. Training will be conducted at the beginning of each year. Each handler must conduct a minimum of twelve (12) training trails per Bloodhound team.
10. The Employer will bear the cost of USPCA membership fees on behalf of the employee.

12. The August 21, 2014 and February 3, 2015 side letter agreements (attached to the 2014-2018 agreement) remain in effect for the duration of this Agreement.

13. Throughout the Agreement, applicable dates shall be changed, outdated provisions removed, and PBA shall be substituted for GCSOA.

14. All economic items shall be retroactive to January 1, 2019 unless specified otherwise.

15. SUBSTANTIVE CHANGES. The changes provided above contain all substantive modifications to be made to the successor CBA between the Parties. All other language in the January 1, 2014 through December 31, 2018 CBA that is not affected by this document shall remain in the new agreement.

16. MODIFICATION OF ALL TERMS INCONSISTENT WITH THIS MOA. All other provisions in the January 1, 2014 – December 31, 2018 CBA that are inconsistent with the substantive changes noted above shall be modified for consistency with the terms of this MOA in the successor agreement spanning from January 1, 2019 to December 31, 2024.

17. WITHDRAWAL AND WAIVER OF TERMS NOT PROVIDED HEREIN. All proposals and terms not provided in this MOA are hereby withdrawn and waived by the Parties.

18. PARTIES’ GOOD FAITH TO FINALIZE CONTRACT. The County acknowledges it will process retroactive payments resulting from this executed MOA, if any, as expeditiously as possible, and the Parties agree they will act to have the amended successor agreement executed in an expeditious manner upon receipt.

19. CONSTRUCTION. This Agreement shall be construed and interpreted in accordance with the laws of the State of New Jersey. However, since each party to this Agreement and their counsel have reviewed and negotiated this Agreement, the general rule of construction that any ambiguity or uncertainty in a writing shall be interpreted against the party drafting the writing shall not apply to any action relating to this Agreement.

20. RATIFICATION. The Union and County representatives acknowledge the terms of this MOA need to be ratified by the Union and need to be approved by the County’s governing body, and parties agree they will recommend ratification and approval of this agreement to their respective organizations.
Subject to the ratification provisions set forth above, the Union and the County signify and acknowledge their agreement to the terms listed above, by the signatures of their duly authorized representatives.

PBA 122

County of Gloucester and Gloucester County Sheriff's Office

Date: 2/23/2022

Date: 2/23/2022

Date: 2/23/2022

Print Name: John Carrara

Print Name: Frank J. Dimarco, Director

Print Name: Chad M. Bruner, Administrator
RESOLUTION AUTHORIZING EMINENT DOMAIN ACTION FOR PORTION OF BLOCK 242, LOT 7.02 LOCATED IN THE TOWNSHIP OF MANTUA

WHEREAS, the County of Gloucester has determined that there is a need within the County to acquire property necessary for roadway acquisition and expansion of Mantua Boulevard (also known as County Road 676) and for an easement for underground stormwater piping; and

WHEREAS, it is necessary to utilize properties located at Woodbury-Glassboro Road, Mantua Township, New Jersey 08051, being known as a portion of Block 242, Lot 7.02 on the Mantua Township Tax Map (hereinafter the "Property") for roadway acquisition and expansion and an easement for underground stormwater piping. Said improvements are necessary for the Rowan University Fossil Park in Mantua Township; and

WHEREAS, the proposed taking consists of two separate areas, 1) a stormwater easement of irregular shape containing approximately 5,825 square feet or 0.134 acres; and 2) a parcel acquisition of approximately 8.645 acres or 376,583.29 square feet. This land is unimproved. Said property fronts upon Woodbury-Glassboro Road; and

WHEREAS, the County of Gloucester through its counsel (Parker McCay) has taken part in good faith negotiations with representatives of the owner in order to acquire an interest in certain lands and premises as described above on a portion of Block 242, Lot 7.02; and

WHEREAS, the County Engineer has determined that the properties are necessary for the project. Said project constitutes a public purpose; and

WHEREAS, the properties are owned by 553 Retail, LLC with offices in Mount Laurel, New Jersey.

WHEREAS, the County provided an appraisal to representatives of the property owner. The parties then took part in good faith negotiations and seek to enter into a Consent Judgment for the condemnation; and

WHEREAS, the County is duly authorized and empowered to acquire real property by condemnation or otherwise, pursuant to the provisions of the Constitution of the State of New Jersey and the Eminent Domain Act, N.J.S.A. 20:3-1 et seq.; and other statutes, and can acquire property for public purposes through eminent domain; and

WHEREAS, the County now wishes to obtain the above described properties through Eminent Domain; and

WHEREAS, the appraisal services for this acquisition and the Appraisal Report were performed by Steven W. Bartelt, MAI, SRA and dated April 23, 2020.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the County of Gloucester that the Commissioner Director, Clerk of the Board and Counsel be and are hereby authorized to:

1. Acquire and begin condemnation proceedings in regard to certain lands, said land being described above and known as a portion of Block 242, Lot 7.02 in the Township of Mantua Township, owned by 553 Retail, LLC and located on Woodbury-Glassboro Road, Mantua Township, New Jersey 08051, in association with the roadway acquisition and expansion and underground stormwater piping easement for the Rowan University Fossil Park in Mantua Township; and

2. Execute any and all documents that may be required to condemn or otherwise acquire the properties.
ADOPTED at a regular meeting of the Board of Commissioners of the County of Gloucester, held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
9 March 2020

Via Regular & Certified Mail

Route 553 Retail, LLC
307 Fellowship Rd, Suite 300
Mt Laurel, NJ 08054

RE: Gloucester County Fossil Park
615-645 Woodbury-Glassboro Rd
Block 242, Lot 7.02
Mantua Township, Gloucester County, NJ

Dear Sirs:

I am a State License Real Estate Appraiser and have been retained by the County of Gloucester to value a portion of your property property for the potential purchase in connection with the Fossil Park.

There are two separate takings. The first is an easement for stormwater. The easement covers about 0.134+/- acres. The second is a fee taking. To the best of my knowledge this does not impact any of the improvements on the site currently. It is a partial taking containing about 8.65+/- acres.

This letter is to inform you of my appraisal plans and that, although you are not required to do so, you have every right to accompany me on my inspection. If you wish to set a meeting time, please contact me at my office number above.

The purpose of my report is to provide the County with an estimate of value. For negotiation purposes. You should also understand that if negotiations are unsuccessful the County has the power of eminent domain.

I have also attached a list of items that are often helpful in the appraisal process. Please provide those items which you have and may wish to share. If you do not have the item listed that is fine. If convenient you may email the material to me.

Please call if you have any questions, I'd be happy to speak with you at any time.

Sincerely,

[Signature]

Steven W. Bartelt, MAI, SRA, AI-GRS

ATTACH: Only included in the Certified Mail
REQUESTED DOCUMENTATION

ALL documents are treated as confidential papers and cannot be released to anyone except the client. Remember however that my Client is a governmental agency. The items are presented in no particular order. Please do not assign any level of importance with the order of presentation.

Please supply that information which is available. I understand that not all of the information requested will be available to you. Please supply what you can. Although copies are appreciated, originals will be returned (please indicate which are originals).

1) SURVEY OF SUBJECT PARCEL

2) DEED TO SUBJECT PARCEL, DEEDS TO ANY EASEMENTS – this would include any document that would encumber the fee simple real property rights of the subject parcels – only as it applies to the taking area

3) ANY SUBDIVISION APPROVALS/IMPROVEMENTS – include subdivision plan & specifications - even if expired/pending or planned but not yet approved.

4) SITE DEVELOPMENT COSTS – IMPROVEMENT COSTS &/OR DEMOLITION COSTS – ANY CONSTRUCTION PLANS AND SPECIFICATIONS – only as it applies to the taking area

5) ALL LEASES - LAND/BUILDING OR OTHER include expired leases within one year – only as it applies to the taking area

6) ORIGINAL SALES CONTRACT OR CURRENT CONTRACT FOR SALE

7) DISCLOSE ANY OPTIONS TO PURCHASE, CURRENT LISTING AGREEMENT, OUTSTANDING CONTRACTS FOR SALE, OR OTHER LEASE OFFERS – please provide copies of the documents

8) TITLE INSURANCE POLICY/REPORT – Especially Schedule C which provides a legal description of the parcel(s) – only as it applies to the taking area

9) TOPOGRAPHIC MAPS OR REPORTS, SOIL TEST RESULTS, WETLANDS DELINEATIONS

10) ANY PHYSICAL DESCRIPTION OR DATA - this would include construction plans, building layouts, site plans, blueprints, and the like...please include any information on Zoning Variances

11) FLOOD HAZARD INFORMATION and METHOD/FACILITIES FOR STORM WATER CONTROL........Detention Basin, Municipal Drains etc..

12) UTILITIES AVAILABLE TO THE SITE - CAPACITY
    Electric - Total Amps and Phase
    Natural Gas, Water, Sewer, Cable

13) HANDICAPPED FACILITIES or PLANNED COMPLIANCE WITH ADA – only as it applies to the taking area

14) DISCLOSE ANY INFORMATION REGARDING UNDERGROUND STORAGE TANKS (UST'S) OR LEAKING UNDERGROUND STORAGE TANKS (LUST'S)

15) DISCLOSE ANY INFORMATION ON EASEMENTS, DEED RESTRICTIONS, RIGHTS OF WAY ENCROACHMENTS - existing or pending* - this would include any areas that are in any type of land preservation program, permanent or otherwise

16) ANY ENVIRONMENTAL AUDITS &/OR PHASE I, II, AND/OR III STUDIES
REAL ESTATE APPRAISAL REPORT
Gloucester County Engineering

SUBJECT PROPERTY IDENTIFIED AS
LANDS OF ROUTE 553 RETAIL, LLC
Woodbury-Glassboro Rd
BLOCK 242, LOT 7.02, TAX MAP #41
Mantua Township, Gloucester County, NJ
TOTAL AREA 18.3984 +/- acres

EFFECTIVE DATE OF REPORT WAS
MARCH 23, 2020

REPORT DATE
MARCH 23, 2020

IN THE MATTER OF
ROADWAY ACQUISITION
AND
STORMWATER EASEMENT

CLIENT IDENTIFIED AS
Gloucester County Engineering
Delsea Dr
Clayton, NJ

PROPERTY WAS APPRAISED BY
Steven W. Bartelt, MAI, SRA, AI-GRS
PO Box 8169
Turnersville, NJ
Sbartelt22@comcast.net
215.472.6570/2020
23 March 2020

Gloucester County Engineering  
Vincent M Voltaggio, PE  
County Engineer/Director of Public Works  
1200 North Delsea Dr – Bldg A  
Clayton, NJ 08312-1000

RE: Lands of Route 553 Retail, LLC, Woodbury-Glassboro Rd  
    Block 242, Lot 7.02, Tax Map #41  
    Mantua Township, Gloucester County, NJ

Dear Mr Voltaggio:

Pursuant to our contract, of I have completed my appraisal of the above captioned property. This report was made for the purpose of estimating the market value, of the subject parcel cited above. The effective date of appraisal is March 23, 2020. The report was intended to function as an opinion of value in an eminent domain matter. This report is for the exclusive use of Gloucester County Engineering and their counsel.

The report was prepared in conformance with USPAP and the Code of Professional Ethics, and Standards of Professional Appraisal Practice of the Appraisal Institute.

The subject property has been analyzed using the direct sales comparison approach. The appraiser has enclosed appropriate definitions within the body of the appraisal report as deemed necessary.

The values reported herein are limited by all of the assumptions and limiting conditions, as well as, the attached certification page, contained within the text of this report. This report was written in agreement with the contract between Client and the Appraiser.

The appraiser personally inspected the parcel which is the subject of this report.

Analyses, conclusions, and opinions of value are attached in the following pages. The report format which is attached is referred to as an Appraisal Report.

The subject property contains retail improvements. It contained a total of approximately 18.3984 +/- gross acres.
The parcel acquisition is for the extension of CR 676. The stormwater easement is for underground stormwater piping.

The taking areas are: 1) the proposed stormwater easement contains approximately 5,825 +/- square feet or 0.1337 +/- acres; 2) the parcel acquisition contains approximately 376,583.29 +/- square feet or 8.645 +/- acres. The total remainder is approximately 9.6197 +/- acres.

Note - I have not considered the impact of the current CoVid-19 virus and its effect on real estate values. I do not believe that the impact of the virus will be sustained. While there may be a temporary dip in real property prices, but it will be temporary.
CERTIFICATION

I have made a personal inspection of the property that is the subject of this report.

The reported analyses, opinions and conclusions are LIMITED only by the reported assumptions and limiting conditions (contained on other pages herein), and are MY PERSONAL, impartial, and unbiased professional analyses, opinions, and conclusions.

The use of this report is SUBJECT TO THE REQUIREMENTS of the Appraisal Institute relating to review by its duly authorized representatives.

I have NO PRESENT OR PROSPECTIVE INTEREST in the property that is the subject of this report, and no personal interest with respect to the parties involved.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement was not contingent upon the development or reporting predetermined results.

My COMPENSATION for completing this assignment IS NOT CONTINGENT upon the development or reporting of a predetermined value or direction in value that favors the cause of the Gloucester County Engineers, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

No one provided significant real property appraisal ASSISTANCE to the person signing this certification.

As of the date of this report, Steven Bartelt, MAI, SRA has completed the continuing education program of the Appraisal Institute.

Statements of fact contained within this report are true and correct.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.

NO CHANGE MAY BE MADE, on any section of this report. Further, the appraiser will bear no responsibility for such unauthorized change.

I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the Gloucester County Engineers, for their EXCLUSIVE USE. It was made for the function of eminent domain and NOT intended for any other use. The appraiser hereby DISCLAIMS ANY AND ALL LIABILITY for a) use of this report for purposes and/or functions other than the one specifically noted herein and b) use by any person(s) or agencies other than the Gloucester County Engineers.

[Signature]

Steven W. Bartelt, MAI, SRA, AI-GRS

NJ SCCRRA #42RG00011400

March 23, 2020
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*The indicated location of the subject parcel on any of the attached maps is approximate.*
SALIENT DATA SUMMARY

Subject Property: The subject parcel is identified as the lands of Route 553 Retail, LLC. Site is located along Woodbury-Glassboro Rd near the intersection with Oxford Terrace (aka Mantua Blvd). The legal description is noted as Block 242, Lot 7.02, Tax Map #41, situated in the Township of Mantua, Gloucester County, NJ.

Sales Options: At the time of appraisal, the subject parcel was not listed for sale nor is there any contract to sell. The parcel was purchased by Route 553 Retail, LLC from Inversand Company, Inc. This purchase was recorded in deed book 4468, page 299. The reported price paid was $3,270,000 in November of 2007. The parcel was developed as a Dollar Store, Pet Smart, restaurants, nail and hair salons. In November of 2007, Route 553 Retail, LLC entered into a deed with NJDEP for Conservation Restriction/Easement over a portion of lot 7.02, approximately 9 acres. This deed severely limited all development activity on the northern portions of lot 7.02. This deed is recorded in deed book 4469, page 1.

Owner Of Record As Of the Effective Date of Report: The owner of record is Route 553 Retail, LLC, with offices in Mt Laurel, NJ.

Interest Appraised: In this analysis, the appraiser is valuing the fee simple interest of the easement. The appraisal deals with surface rights only. The effective date of report is March 23, 2020.

Current 2019 Tax Assessment: The current tax assessment is noted below:

<table>
<thead>
<tr>
<th>Block/Lot</th>
<th>Classification</th>
<th>Town</th>
<th>Land $</th>
<th>Imprvts $</th>
<th>Total $$</th>
</tr>
</thead>
<tbody>
<tr>
<td>242/7.02</td>
<td>4A Commercial</td>
<td>Mantua</td>
<td>$1,119,500</td>
<td>$5,594,400</td>
<td>$6,713,900</td>
</tr>
</tbody>
</table>

2020 Tax Ratio = 92.41%  2019 Tax Rate = $3.437/$100 assessed value

Land Description: The subject parcel consists of a single tax parcel. The overall parcel shape is irregular. The parcel is located along Woodbury-Glassboro Rd, near the intersection of Oxford Terrace (aka Mantua Blvd). The site is located near access to SH R55 and the Rowan University Fossil Park. The topography is severe. Parcel has excellent frontage along Woodbury-Glassboro Rd. Total frontage is estimated at 850+/- feet. The total parcel area is determined from the mapping supplied. The gross parcel area is 18.3984+/- acres. Municipal tax records indicate a similar area at 18.40+/- acres.

Improvement Description: The subject parcel contains big box retail improvements Dollar Store, Pet Smart, restaurants, nail and hair salons. The improvements are not impacted by the taking. Parking areas are not impacted by the taking. They are therefore not considered in the attached pages.

Larger Parcel: The subject parcel is a “Jekyll and Hyde” in terms of highest and best use. On the one hand the big box retail store(s) located on the subject parcel (lot 7.02) are approved retail uses with significant value. On the other the land sought by the condemnor is bound by the Conservation Easement is of very low utility and a corollary low value. Literal opposites.

In this case the parent parcel consists of the original Conservation parcel, some 18.73+/- acres bound together by the Grant of Conservation Restriction/Easement. This includes portions of block 198.03, lot 1 and block 242, lots 7 and 7.02, identified as Conservation Restriction Area “B”, as recorded in, deed 4469, page 1. Despite all three lots being under different ownerships now, they were originally under the ownership of Route 553 Retail, LLC and Inversand Company.

This parcel area is noted as 18.73+/- acres. It is coincidental that the area of lot 7.02 (18.398+/- acres) and the area of conservation easement “B” (18.73+/- acres) are so close. The reader should bear in mind that the larger parcel and the remainder of lot 7.02 are not the same.

While unity of ownership is not noted. The unity of use and contiguous nature of the parcels is. Thus, creating the larger parcel.
**Taking Area:** The taking consists of two separate areas, 1) the first is a stormwater easement of irregular shape containing approximately 5,825+/- square feet or 0.60+/- acres; 2) the second is a parcel acquisition of approximately 18.40+/- acres or 376,583.29+/- square feet. Both of these areas are within the Grant of Conservation Restriction/Easement granted to the NJDEP by the property owner, Route 553 Retail, LLC, in November of 2007.

**None of the site or building improvements are within the taking area.**

**Current Zoning:** The underlying base zoning for Mantua Township is PC – Planned Commercial. The subject is partially in an “A” designated flood zone.

**Highest and Best Use:** Recreational lands, hiking or other non-invasive use. This is primarily due to the deeded conservation easement, freshwater wetlands and flood plain.

**Value Conclusion:** The before easement (larger parcel) area is 18.73+/- acres. This yields a before easement value of $22,500 (rounded). The after easement area is 9.95+/- acres. This yields an after easement value of $11,900 (rounded). The easement value is distributed across the fee acquisition of 8.6452+/- acre fee acquisition at $10,400, rounded, and the stormwater easement of 0.134+/- acres at $200. This results in a total compensation of $11,000, rounded.

**Date of Valuation:** March 23, 2020

PHOTOS OF SUBJECT AREA/Taken by Appraiser March 2020
CONCEPTS/DEFINITIONS - SCOPE of WORK

Under the Scope of Work Rule an appraiser must:
1. identify the problem to be solved;
2. determine and perform the scope of work necessary to develop credible assignment results; and
3. disclose the scope of work in the report.

An appraiser must properly identify the problem to be solved in order to determine the appropriate scope of work. The appraiser must be prepared to demonstrate that the scope of work is sufficient to produce credible assignment results.

Scope of work includes, but is not limited to:
• the extent to which the property is identified;
• the extent to which tangible property is inspected;
• the type and extent of data researched; and
• the type and extent of analyses applied to arrive at opinions or conclusions.

Appraisers have broad flexibility and significant responsibility in determining the appropriate scope of work for an appraisal or appraisal review assignment. Credible assignment results require support by relevant evidence and logic. 6

The following sections develop the appropriate definitions essential to our discussion of value. The notions of purpose, use, (also known as function), intended user, market value, and property rights are discussed.

Associated sections regarding the basic assumptions and limiting conditions of the appraisal are also discussed in this section. These set the appraisal in its proper context. This is then followed by a section on appraisal methods, and those methods thought appropriate for this particular appraisal problem.

The certification, presented previously, is also a key component of this process. Sections critical to the appraiser’s analysis include:

Identify the Problem to be Solved
Property Identification/Client or Owner Contacts
Purpose Of The Appraisal
Intended Use & Intended Users Of the Appraisal
Effective Date of the Appraiser’s Opinions & Conclusions
Type of Value/Property Rights Appraised
  Eminent Domain Issues
    Just Compensation
    Damages
  Special Benefits and General Benefits
The Larger Parcel
Discussion/Definition Of Market Value
  Market Value
Statement Of Limiting Conditions And Basic Assumptions
  Application & Methodology
    Summarized Contents of an Appraisal Report
Applicability Of The Valuation Methods
  Methodologies Used in This Report
Property Identification/Client and Owner Contacts: The property was inspected on March 23, 2020. The appraiser offered the property owner an opportunity to meet with the appraiser via certified and regular mail. The appraiser received no response.

The property inspection was preceded by certified mail, return receipt notice to the property owner notification by the appraiser. The property owner was sent the relevant maps and a letter indicating an opportunity for inspection.

The subject property is generally identified approximately 18+- acres of retail land located along Woodbury-Glassboro Rd.

This Appraisal Report represents an opinion of the fee simple, market value as of the effective date of report.

The following sections develop the appropriate definitions essential to our discussion of market value. The notions of purpose, function [use], market value, and property rights are discussed. These first sections provide a framework that places the appraisal in its proper context. The certification [presented earlier], and the list of basic assumptions and limiting conditions complete this process.

**Purpose Of The Appraisal:** The objective of the assignment, e.g., in an appraisal assignment, to develop an opinion of the defined value of any real property interest. The purpose of this appraisal is to estimate the market value of the easement to be placed upon the subject parcel.

The purpose of this appraisal is to provide an opinion of market value. In this case we are specifically concerned with the market value of the proposed stormwater easement and the parcel acquisition.

**Intended Use & Intended User Of Appraisal:** The intended use is defined as, The manner in which the intended users expect to employ the information contained in the report. The intended use is also identified as the use or uses of an appraiser's reported appraisal or appraisal review assignment opinions and conclusions, as identified by the appraiser based on communication with the client at the time of the assignment.

The intended use of this report is for eminent domain.

The intended user is likewise defined as, the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser on the basis of communication with the client at the time of the assignment. It may also be defined as A party who the appraiser intends will employ the information contained in a report.

The use of this report for ANOTHER FUNCTION, i.e. financing, listing/selling (outside of the guidelines set forth in this report), corporate relocation, litigation, divorce (equitable distribution), tax appeal etc..., is not permitted and would be misleading. It may lead to erroneous conclusions, or in extreme cases be outright fraud.

The intended user is noted as – Gloucester County Engineers.

The possession of this report DOES NOT carry with it the right of use, publication nor release to another party. With the exception of specific written, contractual obligations, the appraiser shall be consulted prior to any release of the appraisal or its contents. The County of Gloucester is the intended user of this report. Under no circumstances should any other person(s), group, organization or any real estate syndication utilize this report.

**Effective Date Of Appraisal:** The effective date for this appraisal is March 23, 2020. This is an important date and is defined as, The date at which the analyses, opinions, and advice in an appraisal, review, or consulting service apply. It is also considered as the date of an appraisal is...
determined by the intended use and the intended user. In most cases the intended use and/or the intended user dictates that the date provided is a specific day, month, and year. However, in some circumstances it may be acceptable to be less specific... 6

**Property Rights Appraised:** The ownership of real property consists of several distinct, individual rights. Often this is referred to as the bundle of rights and may be compared to a bundle of sticks wherein each stick represents a distinct and separate right of ownership. Any or all of the bundle of rights, (e.g. right to sell, or lease, water rights, mineral rights, right of access, hunting and fishing rights, etc.) that make up the ownership, may be sold, leased, or otherwise restricted, either individually or together.

**FEE SIMPLE INTEREST -** The ownership rights addressed within the context of this appraisal are those vested in a fee simple estate. A fee simple estate (otherwise unencumbered) consists of the entire bundle of rights. It is often defined as absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. 1

**EMINENT DOMAIN/CONDEMNATION ISSUES:** In these types the appraisals the fee simple interest is normally considered.

Real estate may be divided into more than one estate, and these various estates are often owned by different individuals or entities. Nevertheless, a kind and more generally instructs its appraiser to value the property as if the title were held by a single entity. This procedure has won court approval and is often referred to as the unit rule or the undivided fee rule. 3

The "unit rule", "undivided fee rule" or "single value rule" requires that a single award be made for the property as a whole, including any partial legal interest less than a fee, which constitutes a summation of all of the separate interest in the property. In effect, the sum of the parts must equal the whole. The "whole" is the subject of the valuation by the fact finder. 8

In such cases then it is appropriate for the appraiser to value the fee simple estate irrespective of the partial interest which may be part of the subject property under condemnation.

Allocation of the single award for the entire bundle of legal rights among the competing legal interest holders...is determined by the court in a separate allocation proceeding. 8

**ENVIRONMENTAL CONTAMINATION:** according to Turteltaub, 2007: 20

Environmental contamination can have a significant impact on the just compensation received by a property owner in a condemnation case. The treatment of environmental contamination present on condemned property was established by the New Jersey Supreme Court in Housing Authority of the City of New Brunswick v. Suydam Investors, LLC, 177 N.J. 2 (2003) and New Jersey Transit v. Cat in the Hat, 177 N.J. 29 (2003). These decisions held property owners liable for environmental remediation costs incurred by the condemnor after the property is condemned. The Court's decision in Suydam also established a bifurcated process, which separates the assessment of environmental remediation liability from the determination of just compensation for the condemned property as if the property had been remediated. The Court's decision in Cat in the Hat, which permits condemners to reserve the right to recover present or future costs of remediation from condemnees without being subject to the defenses of res judicata, collateral estoppel, and the entire controversy doctrine.

**Just Compensation:** The notion of "just compensation" is rooted in the Constitution of the United States as Amendment V, which actually uses the term "just compensation". The NJ State Constitution has a similar provision, Article 1, Section 20. Property owners are entitled to compensation for the part taken, plus any damages, if any, as stated in NJSA 20:3-29. From this point there is a plethora of case law defining those items, which are, and are not compensable under the NJ or Federal law. As appraisers we have relied on legal advice provided to us from
text materials in order to formulate the compensation scenario specific to this report. In some cases we have sought out appropriate legal opinions from competent members of the NJ Bar.

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken; should put the owner in as good a position pecuniary as he or she would be if the property had not been taken; generally held to be market value, but courts have refused to rule that it is always equivalent to market value. 1

**Damages:** Damages are taken into consideration above and beyond the part of the real property taken in an eminent domain case. Damages are generally defined as: In condemnation, the loss in value to the remainder in a partial taking of property. Generally, the difference between the value of the whole property before the taking and the value of the remainder after the taking is the measure of the value of the part taken and the damages to the remainder. Note that different regions of the country and different courts may use terms such as consequential damages and severance damages differently. 1

Damages are a topic frequently discussed in NJ Case Law. For our part as appraisers we have some working knowledge of NJ Case Law as it impinged on eminent domain cases. We are obviously not attorneys and only interpret law to the best of our ability. We try to calculate damages separate from the calculation of the lands taken so that the finders of fact who often have extensive legal backgrounds can determine the validity of our opinion. NJ Courts sometimes refer to severance damages and consequential damages. Severance damages is a term usually referring to those damages to a remainder property that are compensable. Consequential damages are those damages that have resulted from the taking of property and the construction of the public improvement that are not compensable. 1

NJ Courts often cross use the terms and sometimes it is difficult to determine which “type” of damage is being referred to. To cloud the definitions further the above definitions are changed from the 3rd edition, onward, of the Dictionary and are not defined in the USPAP.

There are no damages to the remainder.

**Special Benefits and General Benefits:** Special and General Benefits are usually discussed in terms of eminent domain.

Benefits are defined as: 1. In eminent domain valuation, the advantageous factors that arise from a public improvement for which private property has been taken. The law in some jurisdictions makes a distinction between general benefits and special benefits because only special benefits are considered in determining the value of the remainder in a partial acquisition. General benefits accrue to the community at large as a result of the new public work and the increased general prosperity that accompanies development. Special benefits arise from the peculiar relation of the land in question to the public improvement, usually resulting from a change in its highest and best use. Special benefits may accrue to multiple parcels (such as all four quadrants of a newly constructed freeway interchange) because the parcels are directly benefited in a similar manner, if not to the same degree. The distinction between special benefits and general benefits is both a factual and a legal question, so appraisers may need to consult legal counsel to resolve questions about the classification of benefits. 1

The Set-Off rule may impact benefits. The set-off rule is defined as: In eminent domain, a rule governing the setting off of special benefits. Federal courts and some state courts allow benefits to be set off against both the value of the land taken and the damages to the remainder; in other jurisdictions, benefits are set off against damages to the remainder only. 1

NJ Case law differentiates between Special Benefits and General Benefits. The later typically cannot be set-off against the value of the taking nor can it be used to off-set damages. Special benefits typically may be used to off-set damages only but not the part taken.
Since there are no damages to the remainder there can be no special benefits to the remainder.

**The Larger Parcel:** The concept of the larger parcel is found primarily in appraisals prepared for eminent domain uses. It is often a difficult concept to grasp, but it is essential in dealing with the value of a partial taking and an assessment of potential injurious affection or severance damages.\(^4\)

This is a unique circumstance. The subject parcel is a "Jekyll and Hyde" in terms of highest and best use. On the one hand the big box retail stores located on the subject parcel are approved retail uses with significant value. On the other the land bound by the Conservation Easement is of very low utility and very low value. Literally opposites.

The condemnor is seeking the lower value, conservation lands in the taking. In this case the parent parcel consists of the original Conservation parcel, some 18.73+/- acres bound together by the Grant of Conservation Restriction/Easement. This includes block 198.03, lot 1 and block 242, lots 7 and 7.02. Despite all three lots being under different ownerships now, they were originally under the ownership of Route 553 Retail, LLC and Inversand Company. These are noted as Conservation Restriction Area "B", as recorded in, deed 4469, page 1.

This parcel area is noted as 18.73+/- acres. It is coincidental that the area of lot 7.02 (18.398+/- acres) and the area of conservation easement “B” (18.73+/- acres) seem so similar.

While unity of ownership is not noted. The unity of use and contiguous nature of the parcels is. Thus, creating the larger parcel.

**Discussion Of Market Value:** The definition of market value, which is provided below, is extracted directly from the sources noted below: \(^1\)

*Market value is the major focus of most real property appraisal assignments. Both economic and legal definitions of market value have been developed and refined:*

The most widely accepted components of market value are incorporated in the following definition: The most probable price that the specified property interest should sell for in a competitive market after a reasonable exposure time, as of a specified date, in cash, or in terms equivalent to cash, under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, for self-interest, and assuming that neither is under duress. \(^1\)

Market value is described in the Uniform Standards of Professional Appraisal Practice (USPAP) as a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal.

1. the relationship, knowledge, and motivation of the parties (i.e., seller and buyer);
2. the terms of sale (e.g., cash, cash equivalent, or other terms); and
3. the conditions of sale (e.g., exposure in a competitive market for a reasonable time prior to sale). \(^6\)

If the reader has some special interest in NATURAL, CULTURAL, RECREATIONAL, OR SCIENTIFIC VALUE then I strongly urge the reader to consult with a recognized expert in those fields. For a multitude of reasons the site may have some unobserved natural, cultural, recreational, or scientific value. The appraiser is not an expert in any of these fields and as such is not qualified to discuss such issues.

**Discussion Of Hypothetical Condition:** Is defined as that which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in the analysis.\(^1\)

A hypothetical condition may be used in an assignment only if:
• Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
• Use of the hypothetical condition results in a credible analysis; and
• The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions. 1,6

The USPAP also defines hypothetical condition as, a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. 6

I am asserting a hypothetical in the after-easement analysis. Since the assumption is that the subject, with the easement and acquisition in place, will be effectively 8.78+/- acres smaller in gross size.

Discussion Of Extraordinary Assumptions: Is defined as an assumption, directly related to a specific assignment, which, if found to be false, could alter the appraiser’s opinions or conclusions. Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis.1

An extraordinary assumption may be used in an assignment only if:
• It is required to properly develop credible opinions and conclusions;
• The appraiser has a reasonable basis for the extraordinary assumption;
• Use of the extraordinary assumption results in a credible analysis; and
• The appraiser complies with the disclosure requirements set forth in USPAP for extraordinary assumptions. 1,6

The USPAP also defines extraordinary assumption as, an assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser’s opinions or conclusions.

Extraordinary assumptions presume as fact otherwise uncertain information about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. 6

The subject property is appraised assuming it is free of any environmental contamination and/or solid debris. This constitutes an extraordinary assumption in accordance with the Uniform Standards of Professional Appraisal Practice. If this assumption is found to be untrue then the assignment results might be affected.

Statement Of Limiting Conditions And Basic Assumptions: Every appraisal has a set of limiting conditions and basic assumptions. The Uniform Standards of Professional Appraisal Practice requires that such items be included. The Standards however do not dictate the precise content for each and every appraisal. Each and every appraisal is different. To place a “standard”, pre-printed set of assumptions and limiting conditions on every appraisal would be ludicrous. We do use a “basic” set of statements that are customized to the individual appraisal at hand. Each and every appraisal will have some variation on this basic set of general limiting conditions and basic assumptions. More importantly the limiting conditions and basic assumptions place the appraisal in its’ proper context. Differences in valuation often stem from variations within these conditions and assumptions. These assumptions consider mechanical systems, ADA, hazardous waste, title, encumbrances, zoning, liability, hazard issues, and may other important concepts. Each should be carefully considered. The limiting conditions and basic assumptions for this report are:
This Appraisal Report was prepared by Steven Bartelt, MAI, SRA for the exclusive use of the County of Gloucester. The information and opinions contained in this Report set forth Mr. Bartelt's best judgment in light of the information available at the time of the preparation of this Report. Any use of this Appraisal Report by any other person or entity, or any reliance or decisions based on this Appraisal Report is the sole responsibility of the third party. Mr. Bartelt accepts no responsibility for damages suffered by any third party as a result of reliance on or decisions made or actions taken based on this Report.

The appraiser assumes no responsibility for matters of a LEGAL NATURE affecting the property appraised or the TITLE thereto, nor does the appraiser render any opinion as to the Title, which is ASSUMED to be good and marketable.

The property is appraised as though under responsible ownership all mortgages, liens, encumbrances and servitudes HAVE BEEN DISREGARDED.

The appraiser has made NO SURVEY of the property. The sketches included in this report are to assist the reader in visualizing the property and contain MEASUREMENTS that are APPROXIMATE.

Information SUPPLIED BY OTHERS is assumed to be correct, true and accurate.

The appraiser ASSUMES that there are NO HIDDEN OR UNAPARENT encroachments, easements nor conditions to/of the property, subsoil or structures that would render it more or less valuable. No responsibility is assumed for such conditions or for the engineering that may be required to discover such facts. Further the Appraiser cannot guarantee that the subject property is free of encroachments or easements, and recommends further investigation along with an actual survey.

The Appraiser's conclusion of value is based upon the assumption that there are no hidden or unapparent conditions of the property. Appraiser makes no representations, guarantees or warranties.

NO ENVIRONMENTAL IMPACT study or environmental assessment has been neither requested nor performed in conjunction with this appraisal.

Flood map information is provided. However, the appraiser may lack the requisite knowledge necessary to properly map the location of the subject within a reasonable professional certainty.

This report is the original work of Steven W. Bartelt. It was created in fixed form for distribution to the County of Gloucester. It is subject to the provisions of the Copyright Act.

NEITHER ALL NOR ANY PART of the content of the preceding appraisal report, or a copy thereof shall be used for any purpose by anyone but the County of Gloucester. Possession of this report, or a copy thereof, does not carry with it the right of publication. The report may only be used by the County of Gloucester and THEN ONLY IN ITS ENTIRETY. We assume no third party liability in this connection.

NEITHER ALL NOR ANY PART of this appraisal report, OR COPY thereof, shall be conveyed to the public through advertising, public relations, news, sales or any other media without the previous, written consent and approval of the appraiser. Nor shall the appraiser, firm or professional organization of which the appraiser is a member be identified without the previous, WRITTEN CONSENT AND APPROVAL of the appraiser.

Statements, which require an INTERPRETATION OF THE LAW, i.e., conformity, zoning, zoning compliance etc, are based on the appraiser's observation and his own judgment and common sense. The appraiser is not an attorney at law and legal questions are answered, when asked, for valuation purposes only and should not be considered legal opinions.
LIABILITY of the appraisers and their employees is limited to the fee collected for the preparation of the appraisal. There is no accountability or liability to any third party whatsoever.

The estimate of market value is based upon the assumption that the subject property has a MARKETABLE TITLE, free of liens, clouds and the like.

Areas that are WATER COVERED or are OVERGROWN with vegetation and are not directly observable are considered to be normal.

Many of the dimensions specified in the attached report are rounded for the express purpose of real property valuation. For this reason, NONE of the numerical data should be taken in a STRICTLY LITERAL sense.

It should be noted that Gloucester County contains a number of HAZARDOUS WASTE SITES. These sites were those which were identified and defined by the NJDEP. The appraiser is not an expert in toxic waste disposal and can only incorporate known facts of a secondary nature. It is recommended that all parties should satisfy themselves as to the acceptability of the site in question. For a current listing of all sites the reader should contact NJDEP.

In reviewing soil types and series the appraiser used the County Soil Survey. The appraiser made no independent soil analysis. A very general soil discussion is included in the site section of this report.

Personalty - The appraiser, in the making of this report, HAS NOT considered any personal property as part of the valuation estimate.

**Application & Methodology:** Scope of Analysis refers to the amount and type of information researched and the analysis applied in an assignment. Scope of work includes but is not limited to the following: 6

1) the degree to which the property is inspected or identified
2) the extent of the research into physical or economic factors that could affect the property
3) the extent of the data research
4) the type and extent of analysis applied to arrive at opinions of value or conclusions.

Briefly stated the minimum USPAP requirements for an appraisal report are:

*state the identity of the client and any intended users, by name or type;*

*state the intended use of the appraisal;*

*summarize information sufficient to identify the real estate involved in the appraisal, including the physical, legal, and economic property characteristics relevant to the assignment;*

*state the real property interest appraised;*

*state the type and definition of value and cite the source of the definition;*

*state the effective date of the appraisal and the date of the report;*

*summarize the scope of work used to develop the appraisal;*

*summarize the information analyzed, the appraisal methods and techniques employed;*

*state the use of the real estate existing as of the date of value and the use of the real estate reflected in the appraisal;*
when an opinion of highest and best use was developed by the appraiser, summarize the support and rationale for that opinion;

clearly and conspicuously: state all extraordinary assumptions and hypothetical conditions; and state that their use might have affected the assignment results; and

include a signed certification in accordance with Standards Rule 2-3.6

This appraisal consists of one stormwater easement and one partial acquisition for roadway purposes/use.

The appraiser has divided his investigation of the subject property into seven phases. This was once commonly referred to as the Appraisal Framework. The first phase involves the appraiser in discovery and definition of the appraisal problem. Part of this work is establishing the intended use of the appraisal report by the client. The client's intended use of the appraiser's reported conclusions impacts on the appraiser's identification, and development of those reported conclusions. The specific intended use or function of the appraisal report was identified in an earlier section of this report. Basic definitions i.e. market value, are also developed. I have considered the effective date of appraisal, identification of any relevant property characteristics, and the need for any extraordinary, or hypothetical conditions, or assumptions. All this material is reported in the above sections.

The second phase involves planning and refining of the definition of the appraisal problem. Documentation for this phase was taken from information supplied by the Client, along with the actual physical inspection, municipal tax maps, topographic maps, aerial photographs, zoning maps/ordinances, and wetlands maps along with as much physical data as required for a credible and reasonable analysis.

Once the appraisal problem has been identified, defined, and refined, the data collection process begins. The data collected is governed by the definitions and identifications made in the initial phases of the appraisal process. Items such as general market data concerning the subject parcel neighborhood, county information, and regional information may be collected.

The fourth phase involves market area data analysis, and a conclusion as to highest and best use. The conclusion as to highest and best use is the culmination of the preceding phases, and the starting point for those, which follow. The conclusion to highest and best use dictates which data will be used in the valuation methods applied. Once the highest and best has been established the mechanics of the valuation analysis can be considered. Those which are appropriate in the context of the scope of work can then be defined and applied.

Sales data was taken from an area comparable to that of the subject. Sales data reflects the same highest and best use as the subject. Sales data was gathered from one source and confirmed by a second; sales used in this report were confirmed as arm's length transactions.

Phase five involves the application of the data to the appraisal problem at hand.

The sixth phase involves the reconciliation of the market data to the subject itself and to the estimate of market value.

The appraiser takes the collected data and associated analysis and reports them to the Client identified in the preceding sections of this report. This takes the form of a written appraisal report, phase seven. The appraiser has completed all analyses personally.
General Discussion/Methods To Value: In deciding which methods are applicable to the appraisal model one should consider the concepts of reasonableness, validity, and reliability. The valuation models which are valid for the appraisal problem; and which can be shown to provide reliable results are considered. Reasonableness applies to the appraisal community and what they would do given the same set of facts with a particular appraisal problem.

In the practice of appraising the real property appraiser goes through a systematic and deliberate series of steps, in order to arrive at a final value conclusion. Throughout the process the appraiser employs many quantitative and qualitative tools and methods to arrive at value conclusions. Historically there have been as many as 8 separate valuation methods. These have been distilled into the three we most often use today. The following are general comments designed to introduce the reader to the three most commonly used analytical methods to value and were extracted from appraisal text. 6, 1

The SALES COMPARISON analysis is most useful when a number of similar properties have recently been sold or are currently for sale in the subject property's market. Using this method, an appraiser produces a value indication by comparing the subject property with similar properties, called comparable sales. The sale prices of the properties that are judged to be most comparable tend to indicate a range in which the value indication for the subject property will fall.

The standard textbook definition is, A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available. 1

The appraiser estimates the degree of similarity or difference between the subject property and the comparable sales by a considering various elements. Adjustments are then applied to the sale price of the comparable of each comparable property. Through this comparative procedure, the appraiser estimates the value defined in the problem identification as of a specific date.

Factors such as income multipliers and capitalization rates may also be extracted through sales comparison analysis. In the sales comparison analysis, appraisers consider these data, but do not regard them as elements of comparison. These factors are usually applied in the income analysis.

The direct sales comparison is usually a good indicator of market value provided a sufficient number of similar sales are available from the market. The appraiser must also take into account both quantity and quality when making comparisons. 2

In this particular assignment I have determined that the sales comparison analysis is a valid that it would produce reliable results. It is reasonable therefore to include this type of analysis in the appraisal report.

INCOME ANALYSIS produces an estimate of value which is a function of present worth as reflected by the discounted worth of the future income. It usually carries the most weight in an income producing property provided stabilized cash flows are reliable. Invalid cash flow or operating cost data create inaccuracy in the method and result in unfounded estimates of market value. Applied properly the income analysis considers the property as the investor might, by analyzing the income, expenses and expected returns. This analysis estimates the value of the subject based on its merits as an income producer to the owner.

The textbook definition is, A set of procedures through which an appraiser derives a value indication for an income-producing property by converting its anticipated benefits (cash flows and
reversion) into property value. This conversion can be accomplished in two ways. One year’s income expectancy can be capitalized at a market-derived capitalization rate or at a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of the investment. Alternatively, the annual cash flows for the holding period and the reversion can be discounted at a specified yield rate.

This method identifies the income stream, the expenses, the cash flow, the discount or capitalization rate and the market value of the subject based on its income history and potential. The various methods of capitalization are complex and are not easily generalized.

In this particular assignment I have determined that income analysis is not a valid approach and would not produce reliable results. The subject parcel has no stabilized income stream and is unlikely to have one in the near future. Therefore, there is nothing to capitalize into a value estimate. It is reasonable to exclude this type of analysis.

The COST analysis is based upon the principle that a buyer would probably pay no more for an existing structure, in terms dollars, than it would cost to replace or reproduce the same structure in the same or similar area. The cost analysis is based on the understanding that market participants relate value to cost. In the cost analysis, the value of a property is derived by adding the estimated value of the land to the current cost of constructing a reproduction or replacement for the improvements and then subtracting the amount of depreciation (i.e., deterioration and obsolescence) in the structures from all causes. Entrepreneurial profit may be included in the value indication. This analysis is particularly useful in valuing new or nearly new improvements and properties that are not frequently exchanged in the market. Cost techniques can also be employed to derive information needed in the sales comparison and income capitalization es to value, such as the cost to cure items of deferred maintenance.6

The standard text definition is, A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.1

The current cost to construct the improvements is typically derived from cost estimation manuals. Depreciation is often measured through research and the application of specific procedures. Land value is typically estimated using a form of sales comparison.

In this particular assignment I have determined that the replacement cost is not a valid approach and would not produce reliable results.
REGIONAL/LOCAL DATA

Gloucester County: The subject property is located in Gloucester County. Founded in 1686 Gloucester County once included the land areas of the present day Atlantic and Camden Counties. Like many sections of the State, it has a combination of agricultural, industrial and residential areas.

Farming in all of its phases is established and developed. The raising of fruit, farm vegetables, and poultry, the dairy industry, the breeding of cattle, hogs, and other livestock, the existence of modern year-round canneries, quick freezing establishments and nearby markets all go far to make Gloucester County one of the chief food producing sections of our State and of our Country.

County offers commercial centers with good location relative to the Metropolitan area of Philadelphia. This has resulted in positive residential growth. The network of improved State and County Highways.

Gloucester County contains woods and lakes, traversed by streams; “Old Gloucester” County possesses a historical background that places it foremost in our Country’s history. Historical shrines abound throughout the County. Major Revolutionary War Battlefields with original trenches and weapons carefully preserved, distinctive and outstanding Early American architecture, exemplified by beautiful old homes of notable Patriots, churches, and public buildings are generously scattered throughout the county.

Gloucester County itself covers about 325 square miles, and is located in the southwestern portion of New Jersey, midway between Washington, D.C. and New York City. Gloucester’s strategic location offers excellent access to most of the major markets in the northeastern quadrant of the United States. The Philadelphia and Wilmington commercial centers are both roughly 30 minutes away. Atlantic City can be reached within an hour, Washington, D.C. can be reached in less than three hours and New York City is about two hours away. Gloucester is one of the eight Counties commonly referred to as South Jersey. The other counties include Burlington, Cumberland, Camden, Salem, Cape May, Ocean and Atlantic.

The county contains 24 municipalities, with a countywide population density of 895 people per square mile (based on 2010 population estimates).

The major river systems include the Delaware River, Woodbury Creek, Raccoon Creek, Oldmans Creek, Big Timber Creek and Mantua Creek. These systems contain numerous wetlands and account for about 3% (about 10 square miles) of the total County area.

Much of the eastern edge of the county is contained in the Federal Pinelands Protection zone that includes numerous fish and wildlife areas.

DEMOGRAPHICS: Gloucester County demographics are demonstrative of a region with an increasing population, which shows signs of continued growth. The population estimates are presented in tabular form below and are combined with the percent changes.

Gloucester County is the third most densely of the southern NJ Counties and has the second highest increase in overall density from 2000 to 2010. Then the most recent update.
### Ranked by Density for 2010 from Highest to Lowest
### Percent Gain or Loss Based on Comparison of 2000 to 2010

<table>
<thead>
<tr>
<th>County/State</th>
<th>Area (Sq Mi)</th>
<th>Resident Population</th>
<th>Population per Square Mile</th>
<th>Gain Loss</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>Census</td>
<td>Census</td>
<td>Census</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2000</td>
<td>2010</td>
<td>2000</td>
</tr>
<tr>
<td>New Jersey</td>
<td>7,354.2</td>
<td>8,414,378</td>
<td>8,791,894</td>
<td>1144.2</td>
</tr>
<tr>
<td>Southern NJ</td>
<td>3,593.4</td>
<td>2,263,528</td>
<td>2,422,041</td>
<td>629.9</td>
</tr>
<tr>
<td>Camden County</td>
<td>221.3</td>
<td>507,911</td>
<td>513,657</td>
<td>2295.5</td>
</tr>
<tr>
<td>Ocean County</td>
<td>628.8</td>
<td>510,916</td>
<td>576,567</td>
<td>812.6</td>
</tr>
<tr>
<td>Gloucester County</td>
<td>322.0</td>
<td>255,701</td>
<td>288,288</td>
<td>794.1</td>
</tr>
<tr>
<td>Atlantic County</td>
<td>555.7</td>
<td>252,547</td>
<td>274,549</td>
<td>454.5</td>
</tr>
<tr>
<td>Burlington County</td>
<td>798.6</td>
<td>423,400</td>
<td>448,734</td>
<td>530.2</td>
</tr>
<tr>
<td>Cape May County</td>
<td>251.4</td>
<td>102,326</td>
<td>97,265</td>
<td>407.0</td>
</tr>
<tr>
<td>Cumberland County</td>
<td>483.7</td>
<td>146,442</td>
<td>156,898</td>
<td>302.8</td>
</tr>
<tr>
<td>Salem County</td>
<td>331.9</td>
<td>64,285</td>
<td>66,083</td>
<td>193.7</td>
</tr>
</tbody>
</table>

As noted in the table above the population for Gloucester County has experienced growth over the past four decades, some 50%+/-, in comparison to regional data growth in the County has been much more rapid than the averages for the State and the other Southern Counties. This is best illustrated when the population change rates for the County are compared to those of the South Jersey area, and the State as a whole.

### COMPARISON TABLE OF POPULATION CHANGE RATES

<table>
<thead>
<tr>
<th>Year</th>
<th>Gloucester</th>
<th>So Jersey</th>
<th>NJ State</th>
</tr>
</thead>
<tbody>
<tr>
<td>2000-2010</td>
<td>12.74%</td>
<td>7.0%</td>
<td>4.5%</td>
</tr>
<tr>
<td>1990-2000</td>
<td>10.69%</td>
<td>8.6%</td>
<td>8.9%</td>
</tr>
<tr>
<td>1980-1990</td>
<td>15.1%</td>
<td>12.4%</td>
<td>5.0%</td>
</tr>
<tr>
<td>1970-1980</td>
<td>15.8%</td>
<td>17.6%</td>
<td>2.7%</td>
</tr>
</tbody>
</table>

### Historical Population

<table>
<thead>
<tr>
<th>Year</th>
<th>Pop.</th>
<th>%±</th>
</tr>
</thead>
<tbody>
<tr>
<td>1990</td>
<td>230,082</td>
<td>15.1%</td>
</tr>
<tr>
<td>2000</td>
<td>254,673</td>
<td>10.7%</td>
</tr>
<tr>
<td>2010</td>
<td>288,288</td>
<td>13.2%</td>
</tr>
<tr>
<td>Est. 2017</td>
<td>292,206</td>
<td>1.4%</td>
</tr>
</tbody>
</table>
DISTRIBUTION OF REAL PROPERTY BY CLASS: Another aspect of County activity may be noted by an examination of the types of real property found in the County and the trends within each of these property classes. Property classes are assigned by the State Division of taxation and tracked by the local municipal assessor. This type of analysis aids other aspects of the appraisal analysis, i.e., what is the subject market, supply and demand trends.

Noted below is a chart detailing the distribution of real property by taxation class. Each property class is listed below followed by the number of parcels contained in that class for tax years 2003, 2008, 2016 and 2018. I have calculated the percent changes (Δ%) for the period from 2003 to 2018.

This chart and others like it are useful in correlating different kinds of property within the County to draw certain conclusions about activity in real property. Like most appraisal information it lives in the past, and the trends indicated and should be treated as historical. These trends are expected to continue. The reader, however, should treat conclusions based on historical trends as possible future occurrences and not guaranteed ones. Therefore, the numbers themselves are presented as supporting data and represent recently compiled data. The most important feature is the trend over time.

<table>
<thead>
<tr>
<th>Property</th>
<th>Tax Year/# of Line Items</th>
<th>%Δ 2003-18</th>
<th>Annual %Δ</th>
</tr>
</thead>
<tbody>
<tr>
<td>County of Gloucester/Change in Tax Line Item Count</td>
<td>2003</td>
<td>2008</td>
<td>2016</td>
</tr>
<tr>
<td>Class</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Vacant Land</td>
<td>11,948</td>
<td>12,548</td>
<td>9,499</td>
</tr>
<tr>
<td>Residential</td>
<td>81,842</td>
<td>89,407</td>
<td>93,156</td>
</tr>
<tr>
<td>Farm Regular</td>
<td>1381</td>
<td>1285</td>
<td>1132</td>
</tr>
<tr>
<td>Farm Qualified</td>
<td>3271</td>
<td>2991</td>
<td>2676</td>
</tr>
<tr>
<td>Commercial</td>
<td>3852</td>
<td>4027</td>
<td>4078</td>
</tr>
<tr>
<td>Industrial</td>
<td>185</td>
<td>251</td>
<td>386</td>
</tr>
<tr>
<td>Apartment</td>
<td>198</td>
<td>185</td>
<td>154</td>
</tr>
<tr>
<td>Total # of Parcels</td>
<td>102,677</td>
<td>110,694</td>
<td>111,081</td>
</tr>
</tbody>
</table>

The above chart shows increase in the number of residential, industrial, and commercial line items, especially industrial. Decreases in overall vacant land and farmland are also typical trends. Some of the farmland decreases may be attributable to the way the county assessor is treating farm parcels. This is a county wide trend that has been occurring for some time now. But the bulk of farmland losses are actual losses.

Since the amount of land is fixed, an increase in the total number of parcels can only represent further subdivision of larger lots into smaller ones.

This is most obvious are the vacant land and apartment categories where the number of parcels has decreased about 1.6% per year since 2003. This is coupled with a corollary increase in the number of residential properties increase in a rate of 1% annually, over the same period. An increase of industrial parcels is nearly 8% annually since 2003.

The loss in farmland has been documented by several sources. The above chart reinforces this notion. The increase of residential housing in the county certainly increases demand for commercial properties. Increases in the industrial sector are more a factor of locational characteristics and the access to major shipping routes and markets. Apartments have been and will continue to be a declining sector. This has been a trend since the IRS regulation changes many years ago.

Overall, county growth continues but the rate of growth has been slowing.
It is valuable in showing an increasing "rateable" tax base. However, even with the "new rateables the residential taxpayers are still responsible for the vast bulk of taxes paid.

Over the past, Gloucester County has seen an overall increase in the number of total housing units. Much of this increase occurred in the early and mid-1980’s, the early 90’s were somewhat stagnant, but the late 90’s has seen a number of new, large tract housing projects, most of which rest upon land which had previously been in agricultural production. The 2000’s have been marked by long term, static, depression of the market in general with somewhat stabilizing prices.

BUILDING PERMIT DATA: Other data may be used in conjunction with the demographic data to support the notion that Gloucester County is a generally expanding area. Development scenarios typically follow a pattern of developing large tracts of land to produce numerous residential building sites; commercial development generally follows the population, i.e. population density increases, commercial development also increases.

Below we have prepared a chart detailing the number of building permits issued for the construction of new homes. We have considered single-family construction versus all residential construction for the County of Gloucester. Although not shown on the chart the 1980s were thought to be the largest boom in recent history. Many towns during this period showed dramatic increases in population, hence home construction.

The 2006-2011 data is indicative of the worst decline in total overall permits in recent history. You would probably have to go back to the late 70’s to find such a precipitous decline. Data for 2012 and 2013 shows improvement but levels remain depressed. 2014-2020 continues the “roller coaster” type market we have seen in the past decade.

This table illustrates the volatile variation of new construction. This trend of up and down swings has been noted for some time now. The graph is first followed by the table.
<table>
<thead>
<tr>
<th>Year</th>
<th>Single Fmly</th>
<th>Overall</th>
<th>% Change Yr to Yr</th>
</tr>
</thead>
<tbody>
<tr>
<td>2018</td>
<td>543</td>
<td>640</td>
<td>-13.04%</td>
</tr>
<tr>
<td>2017</td>
<td>387</td>
<td>736</td>
<td>1.24%</td>
</tr>
<tr>
<td>2016</td>
<td>461</td>
<td>727</td>
<td>-0.41%</td>
</tr>
<tr>
<td>2015</td>
<td>446</td>
<td>730</td>
<td>48.68%</td>
</tr>
<tr>
<td>2014</td>
<td>487</td>
<td>491</td>
<td>-47.71%</td>
</tr>
<tr>
<td>2013</td>
<td>578</td>
<td>939</td>
<td>75.84%</td>
</tr>
<tr>
<td>2012</td>
<td>475</td>
<td>534</td>
<td>-9.80%</td>
</tr>
<tr>
<td>2011</td>
<td>463</td>
<td>592</td>
<td>18.88%</td>
</tr>
<tr>
<td>2010</td>
<td>716</td>
<td>498</td>
<td>-42.43%</td>
</tr>
<tr>
<td>2009</td>
<td>612</td>
<td>865</td>
<td>16.42%</td>
</tr>
<tr>
<td>2008</td>
<td>728</td>
<td>743</td>
<td>-16.33%</td>
</tr>
<tr>
<td>2007</td>
<td>855</td>
<td>888</td>
<td>-22.17%</td>
</tr>
<tr>
<td>2006</td>
<td>1021</td>
<td>1131</td>
<td>-45.01%</td>
</tr>
<tr>
<td>2005</td>
<td>1882</td>
<td>2075</td>
<td>0.63%</td>
</tr>
<tr>
<td>2004</td>
<td>1636</td>
<td>2062</td>
<td>10.92%</td>
</tr>
<tr>
<td>2003</td>
<td>1560</td>
<td>1859</td>
<td>6.66%</td>
</tr>
</tbody>
</table>

Based upon the data presented here, the appraiser believes that Gloucester County will continue its growth spurt at lower levels as vacant land disappears and the economy continues its stagnant growth. The majority tax burden is expected to be increasingly carried by the residential homeowner. The effective tax rates will continue to rise as they have in the past. High tax rates will further cripple the housing market.

Major roadways coming into and out of the County include the New Jersey Turnpike, Interstate 295, Atlantic City Expressway, US Highways Routes 322 & 30; State Highways Routes 42, 55, 47, 45, 77 and other county roads. The Commodore Barry Bridge located along US Route 322 connects Gloucester County to Pennsylvania.

The appraiser feels that Gloucester County, in comparison to the regional area, can be expected to fare better than most other county-wide areas. Growth for the area, especially commercial &/or industrial growth will have to hurdle not only economic concerns, but also increasing government regulations. Capital (mortgage) rates are remaining at low levels but obtainable credit is still difficult. Certainly, we can expect single digit rates to prevail for some time to come, as we can expect the current economic downturn to continue. The talk of negative interest rates is most unsettling. Although, recent economic events make that less of a reality.

Extending east from the Delaware River, Gloucester County is in the heart of Southern New Jersey. Its location is included in the Philadelphia Metropolitan area having good access to the city. Its size is characteristic of its diversity, including metropolitan centers, forest, farmlands, expanding business and industrial centers, and the Regional Pinelands Protection Zones. Gloucester County is projected to grow over the next decade with a projected increase in population. Major problems will probably be seen in transportation and dwindling land supply.

Economic data is summarized below.
New Jersey Economy at a Glance: January 2020

Total Employment: Higher Over the Year

Private Sector Payrolls: Increase in January

Professional & Business Services: Growth Leader Over the Year

Unemployment Rate: Edges Up in January

Unemployed Residents: Higher Over the Year

Initial ULC Claims: Down in January

For questions or further information please contact:
Director of Economic & Demographic Research: 800-884-6391
**Local Area Data - Mantua Township:** Mantua Township is located in the central west portion of Gloucester County. It is one of the 24 municipalities located within Gloucester County; there are 202 municipalities in the South Jersey Region.

PHYSICAL: Mantua consists of about 15.9 square miles, about 4.72% of total County area. The population density was estimated at 894 (2000) persons per square mile, a bit higher than the Gloucester County density of 755.91 (2000). In State ranking Mantua is 477th in overall population, and 523rd in overall density, out of the States 564+/- municipalities. The township contains the town centers of Mount Royal, Clarksboro, and Mickleton.

Mantua Township is bordered by East Greenwich, to the west; Harrison Township, to the south; Glassboro Borough, Pitman Borough, and Deptford Township, to the east; and West Deptford, and Deptford Townships to the north. There are only a few water areas within the Township, none are navigable.

The Township has zoned areas divided into major categories. The districts include zones for residential uses (of varying densities), major commercial, commercial, interstate business and office districts. There are a few remaining rural areas, with a growing number of suburban areas, a few areas have commercial and/or industrial development. Many times, local commercial and residential uses are interspersed. There are a few “new” residential developments.

The major highways which cut through the Township include State Highways Routes 55 and 45. Access to many other highways is located just outside of the municipal borders.

HISTORY: Mantua Township is situated on an elevated bluff overlooking Mantua Creek, from which the township derives its name. Mantua Creek is named from the Indian word “Manta”, meaning frog, because of the frog chorus which yearly occurred in this area. Mantua Creek was the chief source of navigation and transportation for both the Lenni-Lenape Indians and early settlers.

Mantua Township was formerly a part of Greenwich Township, and by an act passed on February 23, 1853 this new township was created. The first town meeting was held on March 9, 1853 at the Union School House. (The Union School House is renovated and will be used as a Senior Citizen Center and Museum)

The signs that welcome drivers into the Township were created with the Township Seal and a depiction of the Mantua Oak. The Mantua Oak, which was located approximately 100 feet from the North bank of the Mantua Creek, a quarter mile from State Highway 45 at the extreme end of First Avenue. It was one of the largest specimens of white oak trees in New Jersey; with an estimated age to be about 600 years old, the girth of the tree, four foot above the ground was 19 feet 9 inches and stood 87 feet high. On August 8, 1949, the tree collapsed; the interior had decayed and it simply sank down to the ground, one half in the morning, the other half in the afternoon as reported in the Woodbury Times.

DEMOGRAPHICS: Most of the areas in Mantua are typically rural, some could be suburban. Commercial areas are largely concentrated on the highways, or at “major” intersections. Residential growth in this area has been at a near level pace for some time, with a most recent peak, in new construction in 1996. There are a number of newly developing areas that would indicate an abundance of available sites.

One of the features which characterize development pressure is the growing population. As you will note from the diagrams and charts below, the demographics of Mantua indicate a growing population which displays steady, slow growth.
The population was estimated at 9,643 in 1970, 9,193 in 1980, 10,074 in 1990, and 14,217 in 2000, overall an increase of +47.43% (70-00). This is typical of the general trend found throughout the South Jersey region. Rates of change in population are better illustrated by weighing the changes against larger regional areas, e.g. Gloucester County, the eight southern New Jersey counties, and New Jersey as a whole. These comparisons are presented below. One should also note that all of these figures indicate positive change, i.e. growth in all areas, state, county, and local. Increases in population will likely increase the demand for land, the demand for available housing, and/or the demand for available space on which to place residential, commercial, or industrial units. Any and all of these can be translated into a common concept referred to development pressure. Those areas compared included the eight southern NJ counties, Gloucester County, and NJ as a whole; the comparisons are presented below:

<table>
<thead>
<tr>
<th>TOTAL POPULATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year</td>
</tr>
<tr>
<td>------</td>
</tr>
<tr>
<td>2010</td>
</tr>
<tr>
<td>2000</td>
</tr>
<tr>
<td>1990</td>
</tr>
<tr>
<td>1980</td>
</tr>
<tr>
<td>1970</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>COMPARISON CHANGE (%) OF POPULATION OVER LOCAL &amp; REGIONAL AREAS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Period</td>
</tr>
<tr>
<td>---------</td>
</tr>
<tr>
<td>2000-2010</td>
</tr>
<tr>
<td>1990-2000</td>
</tr>
<tr>
<td>1980-1990</td>
</tr>
<tr>
<td>1970-1980</td>
</tr>
</tbody>
</table>

The general trend is for no development.

DISTRIBUTION OF REAL PROPERTY BY CLASS: One additional way to understand changes in the market area is to make a periodic review of the tax list. Assessors keep track of the classes of real property and the assessments of these properties. While this is not a good method for valuing individual properties, it is adequate to discover certain trends taking place in the market area.

Noted below is a chart detailing the distribution of real property by taxation class. Each property class listed below is divided into the number of individual tax line items and associated trends (percent change). In general, note that each tax line item may or may not represent individual blocks and lots, some "tax lines" contain numerous lots, and parcels are not always classified as to use, i.e., a commercial lot with a residential house could be listed under residential, and not commercial. Vacant land would include all types, residential, commercial, etc . . . So the indicated trends must not be taken too literally but they are indicative of area trends within the municipality.

Chart on following page:
Mantua Township is typical of other southern NJ towns. Residential homes have expanded at the highest rate. Commercial growth has followed increases in residential growth. Such growth has come at a loss of available farmland. Industrial and apartment type development simply has not occurred, in fact it has decreased. The neighborhood offers a desirable location with adequate services. The residents have adequate opportunity to visit local seashore resorts, the city Philadelphia, other local recreational areas, museums. As may be assumed nearly all of the tax dollars coming into Mantua Township originate from the residential sector. This is also typical of many southern NJ communities.

BUILDING PERMITS: Mantua Township has not undergone the very rapid expansion that many other Gloucester County towns saw in the 1980's, despite rather supportive demographic data. Some Gloucester County towns not only saw dramatic doubling and tripling of populations with multiple fold increases in new construction activity. New construction here appears to have been more level with a few spikes. As one may expect the growth in population has mirrored itself in the growth of new housing and overall development as noted earlier.

In addition to displaying the actual number of building permits we have also shown the number of permits in relation to the total number of permits issued on a countywide basis. In order to get some handle on the expected % share of housing one may consider 1) Mantua is 1 of the 24 Gloucester County municipalities, 1/24 = 4.2%; or 2) Mantua occupies about 4.72% of the total County area. We might expect therefore for Mantua Tp to have a county share of building permits in single digits. This would be typical of an area where development pressure is average. Numbers above this level or going into double digits would tend to indicate high or increasing development and visa versa. There are other factors that make this comparison less mathematical i.e., the lack of extensive public utility networks may contribute to lower indicated development pressure. It may not always be a strict demand driven factor.

Growth in new construction was high during the mid-'90s. It slacked off over the late 90's and early in 2000's. Expectations are for limited residential growth in the residential sector. Although new construction activity appears to have diminished from the levels of the early 1990's, I anticipate an increasing population. This increasing population will tend to place increasing pressure on the existing housing stock, as well as, any vacant land areas and cause corollary increases in development pressure.

Noted below is a table which details the number of building permits issued, as total permits, and those for single family, residential. The reader will note that the vast majority of total permits have gone for multi-family, residential development. Most local towns are the opposite.
### BUILDING PERMITS ISSUED

<table>
<thead>
<tr>
<th>Year</th>
<th>Mantua Township</th>
<th>Gloucester County</th>
<th>Ratio (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Single</td>
<td>Total</td>
<td>Single</td>
</tr>
<tr>
<td>2019</td>
<td>45</td>
<td>56</td>
<td>420</td>
</tr>
<tr>
<td>2018</td>
<td>9</td>
<td>15</td>
<td>543</td>
</tr>
<tr>
<td>2017</td>
<td>0</td>
<td>6</td>
<td>387</td>
</tr>
<tr>
<td>2016</td>
<td>0</td>
<td>14</td>
<td>461</td>
</tr>
<tr>
<td>2015</td>
<td>1</td>
<td>15</td>
<td>452</td>
</tr>
<tr>
<td>2014</td>
<td>0</td>
<td>0</td>
<td>487</td>
</tr>
<tr>
<td>2013</td>
<td>0</td>
<td>48</td>
<td>578</td>
</tr>
<tr>
<td>2012</td>
<td>0</td>
<td>0</td>
<td>474</td>
</tr>
<tr>
<td>2011</td>
<td>0</td>
<td>0</td>
<td>463</td>
</tr>
<tr>
<td>2010</td>
<td>0</td>
<td>0</td>
<td>335</td>
</tr>
<tr>
<td>2009</td>
<td>5</td>
<td>13</td>
<td>612</td>
</tr>
<tr>
<td>2008</td>
<td>22</td>
<td>22</td>
<td>728</td>
</tr>
<tr>
<td>2007</td>
<td>2</td>
<td>2</td>
<td>855</td>
</tr>
<tr>
<td>2006</td>
<td>13</td>
<td>33</td>
<td>1021</td>
</tr>
<tr>
<td>2005</td>
<td>29</td>
<td>29</td>
<td>1883</td>
</tr>
<tr>
<td>2004</td>
<td>17</td>
<td>17</td>
<td>1638</td>
</tr>
<tr>
<td>2003</td>
<td>20</td>
<td>20</td>
<td>1464</td>
</tr>
<tr>
<td>2002</td>
<td>17</td>
<td>17</td>
<td>1680</td>
</tr>
<tr>
<td>2001</td>
<td>5</td>
<td>5</td>
<td>941</td>
</tr>
<tr>
<td>2000</td>
<td>5</td>
<td>5</td>
<td>1059</td>
</tr>
<tr>
<td>1999</td>
<td>24</td>
<td>24</td>
<td>1322</td>
</tr>
<tr>
<td>1998</td>
<td>20</td>
<td>20</td>
<td>1175</td>
</tr>
<tr>
<td>1997</td>
<td>35</td>
<td>51</td>
<td>1151</td>
</tr>
<tr>
<td>1996</td>
<td>105</td>
<td>110</td>
<td>1018</td>
</tr>
<tr>
<td>1995</td>
<td>94</td>
<td>94</td>
<td>875</td>
</tr>
<tr>
<td>1994</td>
<td>125</td>
<td>125</td>
<td>1207</td>
</tr>
<tr>
<td>1993</td>
<td>191</td>
<td>191</td>
<td>1373</td>
</tr>
</tbody>
</table>

Mantua Township does contain toxic waste sites. Since the discovery of such sites is a dynamic thing other sites may have also been identified. The reader should satisfy themselves as to the environmental acceptability of the site. The appraiser makes no guarantee as to the presence or absence of toxic waste, in, near, or on the subject site. The NJ DEP website carries updated information.
Overall, Mantua Township is a desirable location. It provides good access to local seashore resorts, the city of Philadelphia and other local recreation and business opportunities. The township tax base is heavily dependent upon residential properties and we therefore would expect to have somewhat higher effective tax rates than other similar areas. In the future, the appraiser would expect Mantua Township to continue slow growth and expansion.

The appraiser would rate Mantua Township in the following manner; A) as a residential location, good, B) as a commercial location, good to average, and C) as an industrial location, average.
EXPOSURE AND MARKETING TIMES

Exposure Time is defined in the 5th edition of the Dictionary of Real Estate Appraisal, 2010 as:

1. The time a property remains on the market.

2. The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective estimate based on an analysis of past events assuming a competitive and open market. Exposure time is always presumed to occur prior to the effective date of the appraisal. The overall concept of reasonable exposure encompasses not only adequate, sufficient and reasonable time but also adequate, sufficient and reasonable effort. Exposure time is different for various types of real estate and value ranges and under various market conditions.

Market value estimates imply that an adequate marketing effort and reasonable time for exposure occurred prior to the effective date of the appraisal. In the case of disposition value, the time frame allowed for marketing the property rights is somewhat limited, but the marketing effort is orderly and adequate. With liquidation value, the time frame for marketing the property rights is so severely limited that an adequate marketing program cannot be implemented. (The Report of the Appraisal Institute Special Task Force on Value Definitions qualifies exposure time in terms of the three above-mentioned values.)

Reasonable exposure time varies for the kind of property one is dealing with and also at what price range one is in. The local sales data presented is similar to that of the subject and provides a framework from which to draw exposure time conclusions. Exposure time is measured as a function of Days On Market, DOM.

Local land sales data is not really applicable to the subject parcel. Our estimate of adequate exposure time is estimated at 500+ days. The parcel has such a low utility that a purchaser would have to have a very specific reason for purchasing it.

Reasonable exposure time is an estimate of the amount of time it might take to sell an interest in real property at the estimated market value during the period immediately before the effective date of the appraisal. The anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. Marketing time differs from exposure time. The latter is always presumed to precede the effective date of the appraisal.

A corollary concept to exposure time is Marketing Time, which is a future event. A prediction of marketing time is not required as part of the appraisal report. It is a future occurrence that we can only relate to past history, i.e. exposure time. We have included a definition below for your reference taken from 5th edition of the Dictionary of Real Estate Appraisal.

1. The time it takes an interest in real property to sell on the market sub sequent to the date of an appraisal.

2. Reasonable marketing time is an estimate of the amount of time it might take to sell an interest in real property at its estimated market value during the period immediately after the effective date of the appraisal; the anticipated time required to expose the property to a pool of prospective purchasers and to allow appropriate time for negotiation, the exercise of due diligence, and the consummation of a sale at a price supportable by concurrent market conditions. The text continues, marketing time differs from exposure time, which is always presumed to precede the effective date of the appraisal.
**SUBJECT PROPERTY**

**Subject Property:** The subject parcel is identified as the lands of Route 553 Retail, LLC. Site is located along Woodbury-Glassboro Rd near the intersection with Oxford Terrace (aka Mantua Blvd). The legal description is noted as Block 242, Lot 7.02, Tax Map #41, situated in the Township of Mantua, Gloucester County, NJ.

**Interest Appraised:** In this analysis, the appraiser is valuing the fee simple interest. The appraisal deals with surface rights only. The effective date of report is March 23, 2020.

**Effective Date/Contact with Owner:** The appraisal contained herein has an effective date of March 23, 2020. The property was inspected on March 23, 2020.

**Sales Options:** At the time of appraisal, the subject parcel was not listed for sale nor is there any contract to sell. The parcel was purchased by Route 553 Retail, LLC from Inversand Company, Inc. This purchase was recorded in deed book 4468, page 299. The reported price paid was $3,270,000 in November of 2007. The parcel is currently improved with a Pet Smart, Dollar store, restaurant, and an outparcel that has a different restaurant an, a nail salon and a hair salon. In November of 2007, Route 553 Retail, LLC entered into a deed with NJDEP for Conservation Restriction/Easement over a portion of lot 7.02. This deed severely limited all development activity on the northern portions of lot 7.02. This deed is recorded in deed book 4469, page 1.

**Owner Of Record As Of The Effective Date of Report:** The owner of record is Route 553 Retail, LLC, with offices in Mt Laurel, NJ.

**Interest Appraised:** In this analysis, the appraiser is valuing the fee simple interest of the easement. The appraisal deals with surface rights only. The effective date of report is March 23, 2020.

**Current 2020 Tax Assessment:** The current tax assessment is noted below:

<table>
<thead>
<tr>
<th>Block/Lot</th>
<th>Classification</th>
<th>Town</th>
<th>Land $</th>
<th>Improvs $</th>
<th>Total $$</th>
</tr>
</thead>
<tbody>
<tr>
<td>242/7.02</td>
<td>4A Commercial</td>
<td>Mantua</td>
<td>$1,119,500</td>
<td>$5,594,400</td>
<td>$6,713,900</td>
</tr>
</tbody>
</table>

2020 Tax Ratio = 92.41%  
2019 Tax Rate = $3.437/$100 assessed value

**Land Description:** The subject parcel consists of a single tax parcel. The overall parcel shape is irregular. The parcel is located along Woodbury-Glassboro Rd, near the intersection of Oxford Terrace (aka Mantua Blvd). The site is located near access to SH Rt 55 and the Rowan University Fossil Park. Parcel has excellent frontage along Woodbury-Glassboro Rd. Total frontage is estimated at 850+/- feet. The total parcel area is determined from the mapping supplied. The gross parcel area of lot 7.02 is 18.3984+/- acres. Municipal tax records indicate a similar area at 18.40+/- acres. The gross parcel area of the larger parcel is 18.73+/- acres.

**Improvement Description:** The subject parcel contains big box retail improvements. No improvements are impacted by the taking. Parking areas are not impacted by the taking. Any value assigned to the before or after value of any improvements would be the same, a constant. Consequently, such a value is not considered in the attached pages.

TOPOGRAPHY: A copy of the appropriate topographic map is enclosed in the appendix. A visual inspection was also made as indicated above. The appraiser did not perform a land survey as part of this appraisal assignment. Rather the topographic maps were reviewed prior to the physical inspection and certain geographic elements are noted here. According to the soils map these may extend to a maximum of between 0% and 20%. The parcel has several areas identified as freshwater wetlands, most of which are included in the conservation easement.
EASEMENTS: The subject does have recorded utility easements, access easements, drainage easements, road easements, and the like. There is also the Grant of Conservation Restriction/Easement. This is listed as Conservation Restriction Easement Area “B” in the deed recorded in book 4469, page 1. It eliminates any development potential of the parcel by restricting the type of activity allowed within the easement area: “following activities shall not occur within the Restricted Area: (a) removal, extraction or disturbance of the soil, (b) dumping, filling with any materials, (c) installation of structures, (d) placement of pavement, (e) destruction of plant life which would alter the exiting pattern of vegetation, (f) the use of fertilizers, herbicides or pesticides, (g) taking any action to alter the hydrology of the Restricted Area, (h) any other activities constituting a regulated activity under ....Regulated Activities in Transition Areas..., (i) any other activities constituting a regulated activity under the Freshwater Wetland Protection Act...”

**Soil and Subsoil Analysis:** The appraiser has relied on the Gloucester County Soil Survey and USDA NRCS Soil Data, published by U.S. Department of Agriculture, Natural Resources Conservation Service. A soil map has been included in the appendix of this appraisal.

All mapping is approximate. Soils maps are contained in the appendix.
ZONING - DATA AND REGULATION SUMMARY

The appraiser has tried to review all of the pertinent zoning ordinances. The appraiser was able to secure adequate printed information from the zoning office concerning certain portions of the zoning ordinances. This brief synopsis SHOULD NOT be confused with or taken as a site engineering report. Its only intention is to give the reader a brief overview of some of the local zoning regulations. Do not rely on the data presented below for construction, engineering, or other similar type activities.

The most recent changes to the PC district are codified in the following resolution.

§ 230-22 PC Planned Commercial District.
A. Intent.
   (1) The intent of the PC Planned Commercial District is to promote the commercial development of appropriately located larger tracts of land. The property in the Planned Commercial District shall be of sufficient size to permit the unified development of tracts of land with primary access to the principal arterial or collector roads within the Township.
   (2) The complementary and coordinated development of adjacent properties shall be encouraged through the provision of increased development intensity by combining lots into developable tracts of a larger size. The coordinated development will provide for common access and drives, shared parking, a unified architectural and building scheme, pedestrian malls connecting buildings and coordinated storm drainage and open space areas to be part of an approved planned commercial development as defined by this chapter.
B. Uses.
   (1) Principal permitted uses on the land and in the buildings.
      (a) The following uses and no others shall be permitted:
         [1] Retail trade.
         [4] Offices of financial, insurance and real estate establishments including banking facilities, drive-through teller windows, automatic teller machines, data processing and information processing centers and similar uses.
         [6] Hotels, motels and inns, including accessary conference, banquet and recreational facilities.
         [7] Facilities for the retail sale of gasoline and diesel fuel for motor vehicles when provided on the site of an approved planned commercial development.
         [8] Shopping center, when part of a planned commercial development.
         [9] Recreation, exercise and health clubs and facilities when owned and operated by a nongovernmental agency, including buildings for indoor court games such as racquetball, handball, squash, tennis and basketball and other facilities related thereto, including indoor swimming and sauna facilities.
[11] Garden center stores and facilities as part of a planned commercial development or shopping center.

[12] Planned commercial developments.

(b) The following principal uses are permitted conditionally upon a determination by the Planning Board that the use can be provided in a manner that will minimize the impact upon adjacent properties, will be compatible with the surrounding neighborhood, will not unduly burden adjacent areas with increases in traffic, noise, threats to public health and safety and will conform with such additional standards provided as in § 230-65:

[Added 5-23-2006 by Ord. No. O-04-2006]


(2) The following accessory uses are permitted by right in this district.

(a) Off-street parking lots and structures. (See § 230-28 for standards.)
(b) Garages to house delivery trucks and other commercial vehicles. (Unenclosed storage of trucks and trailers is not permitted.)
(c) Off-street loading. (See § 230-29 for standards.)
(d) Signs. (See § 230-30 for standards.)
(e) Fences and walls. (See § 230-49 for standards.)
(f) Gazebos. (See § 230-12E for standards.)

[Added 5-23-2006 by Ord. No. O-04-2006]

(3) The following accessory uses are permitted conditionally upon a determination by the Planning Board that the use can be provided in a manner that will minimize the impact upon adjacent properties and will conform with such additional standards as provided in § 230-65:

(a) Soil removal.

C. Bulk standards.

(1) Minimum lot size: five acres.

(2) Street frontage and yard requirements. The requirements shall vary by lot area, based upon the following table:

<table>
<thead>
<tr>
<th>Requirement</th>
<th>5 to 9.99 Acres</th>
<th>10 to 19.99 Acres</th>
<th>20+ Acres</th>
</tr>
</thead>
<tbody>
<tr>
<td>Frontage</td>
<td>300</td>
<td>500</td>
<td>600</td>
</tr>
<tr>
<td>Width</td>
<td>300</td>
<td>500</td>
<td>600</td>
</tr>
<tr>
<td>Depth</td>
<td>300</td>
<td>600</td>
<td>800</td>
</tr>
<tr>
<td>Side yard (each)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>From a residential use</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>From a nonresidential use</td>
<td>50</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>Front yard</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>Rear yard</td>
<td>50</td>
<td>50</td>
<td>50</td>
</tr>
<tr>
<td>From a residential use</td>
<td>100</td>
<td>100</td>
<td>100</td>
</tr>
<tr>
<td>From a nonresidential use</td>
<td>50</td>
<td>50</td>
<td>50</td>
</tr>
</tbody>
</table>
(3) Maximum building height: 40 feet.
(4) Building setback from another freestanding building within a planned commercial development: 20 feet.
(5) Maximum building coverage (includes all principal and accessory buildings located on a site).
  (a) Individual lot.

**Individual Lot Size**

<table>
<thead>
<tr>
<th>(acres)</th>
<th>Maximum Permitted Building Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 to 9.99</td>
<td>15%</td>
</tr>
<tr>
<td>10 to 19.99</td>
<td>20%</td>
</tr>
<tr>
<td>20 and larger</td>
<td>25%</td>
</tr>
</tbody>
</table>

(b) Planned commercial development.

**Planned Commercial Development Size**

<table>
<thead>
<tr>
<th>(acres)</th>
<th>Maximum Permitted Building Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 to 9.99</td>
<td>20%</td>
</tr>
<tr>
<td>10 to 19.99</td>
<td>25%</td>
</tr>
<tr>
<td>20 and larger</td>
<td>30%</td>
</tr>
</tbody>
</table>

(6) Maximum impervious coverage.
  (a) Individual lot.

**Individual Lot Size**

<table>
<thead>
<tr>
<th>(acres)</th>
<th>Maximum Permitted Impervious Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 to 9.99</td>
<td>50%</td>
</tr>
<tr>
<td>10 to 19.99</td>
<td>60%</td>
</tr>
<tr>
<td>20 to 29.99</td>
<td>70%</td>
</tr>
<tr>
<td>30 and larger</td>
<td>80%</td>
</tr>
</tbody>
</table>

(b) Planned commercial development.

**Planned Commercial Development Size**

<table>
<thead>
<tr>
<th>(acres)</th>
<th>Maximum Permitted Building Coverage</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 to 9.99</td>
<td>60%</td>
</tr>
<tr>
<td>10 to 19.99</td>
<td>70%</td>
</tr>
<tr>
<td>20 and larger</td>
<td>80%</td>
</tr>
</tbody>
</table>

(7) Lot size and required minimum gross leasable floor area for the first building or first phase of any development. The requirements shall vary, based upon the following table:
Lot Size  Required Minimum Gross Leasable Area
(ACRES)       (SQUARE FEET)
5 TO 9.99     15,000
10 TO 19.99   30,000
20 AND LARGER 60,000

(8) Accessory structures shall be subject to all the same locational requirements as principal buildings and shall not have a ground floor area in excess of 5% of the area of the site. Additionally, accessory buildings shall not be within 15 feet of another building.
[Amended 8-9-1994]

(9) Special regulations for shopping centers and planned commercial developments.
   (a) No single activity or use occupying 40,000 square feet or more of floor space shall be permitted on a tract of less than 10 acres.
   (b) Every shopping center containing 450,000 square feet or more shall provide an enclosed mall.

D. Buffers and landscaping.
   (1) Landscaped buffers shall be provided as follows:
       (a) Adjacent to any street line: 50 feet.
       (b) Adjacent to a residential use or a residentially zoned district: 100 feet.
       [Amended 12-26-2006 by Ord. No. 0-20-2006]
       (c) Adjacent to a lot in a non-residentially zoned district: 25 feet.
   (2) Buffer plantings and interior parking lot landscaping should be provided as specified in § 230-31.

E. General design requirements, as required by § 230-39.
DISCUSSION OF HIGHEST AND BEST USE

In the preceding sections the appraiser has developed information about the subject property, from the very general to the very specific. The objective of these previous sections was to analyze the subject property so as to develop a conclusion about the highest and best use, or most probable use, for the site as vacant.

Highest and best use can be defined in many general terms. A specific definition is stated as, The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.¹

The definition of the highest and best use of the land or a site as though vacant states, Among all reasonable, alternative uses, the use that yields the highest present land value, after payments are made for labor, capital, and coordination. The use of a property based on the assumption that the parcel of land is vacant or can be made vacant by demolishing any improvements.¹

Stated in an alternative fashion the four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

Other consequences not implicit in the definition are considerations for:

1) The effective date of appraisal may alter or change the conclusion as to highest and best. Conditions on or off site can and do often change with time.

2) Each property has its own unique characteristics.

3) Reasonableness should be one of the appraiser's chief concerns. The appraiser must exercise a good degree of "reasonableness" in his conclusions. Highest and best use conclusions MAY NOT be solely supported by future acts of individual(s) or event(s). Nor can those conclusions be based upon a combination of occurrences that, while in the realm of possibility, are not fairly shown to be reasonable or probable.

4) To lesser extent the appraiser should also consider the function or use to which the appraisal is to be put. Although this often has no impact on the ultimate conclusion to highest and best use it is a consideration inasmuch as it reflects in the scope of the appraisal.

The highest and best conclusion represents an opinion. Through the collection of data, and the subsequent analysis of that data, the appraiser renders an opinion. The conclusion to highest and best use must also take into account the highest and most profitable, continuous use for which a property is adapted and needed; or likely to be in demand, within the reasonable near future.

The conclusion as to highest and best use drives the remainder of the appraisal process, sales selection, rental information, elements of the approaches to value, the approaches themselves, conclusions concerning functional utility, and final value conclusions.

HIGHEST AND BEST USE OF SUBJECT: The subject property is, in a real sense, two properties. The first is the improved portion, approximately half of the site. The other half of the site is deed restricted with a conservation easement. In this portion no improvement is permitted. It is this portion with which we are concerned.

Ordinarily the unit rule would impact the compensation. However, in this case each of the two parts have radically different uses and values. In a valuation they should be treated as two separate parcels.
There is no doubt that the first part, improved with the Dollar Store, Pet Play, restaurants, nail and hair salons, should be used for these retail uses. The improvements are relatively new, the buildings are modern and have a substantial economic life.

The second part of the subject is under the Conservation easement, discussed above. It has a very limited set of uses.

The legal constraints placed on the site are substantial. The underlying zoning almost does not matter in this case. The rules and regulations regarding the deed restriction, wetlands, habitat protection and flood zoning policy seem to matter the most. So much so that the physical constraints and neighborhood tends do not impact the highest and best use at all. While supporting the notion of the larger parcel.

After inspecting the site and collecting the available data, the appraiser has formed the following conclusions. Based on physical size alone, the subject property could easily support commercial, residential or agricultural uses. Based on the appraiser's cursory inspection and reliance upon information collected. The major concern however is the wetlands, conservation easement, soils and topography. These items combined with the legal restrictions placed upon the land leave no potential for improvement. Based on these conditions, the potential use would be limited to recreational lands.

Public road access is available. Electric is available to a portion of the site. This could be extended. No other utilities are known to be "close".

Physical characteristics of the subject property would tend towards recreational activities and limited use. The subject property seems to have slight slopes. There would be limited physical change required in order to achieve this use.

The range of possible uses includes various types or combinations of recreational uses.

There are areas of open water on the site and as seasons flux that water could be higher. When taken into consideration the development pressure of the area in general, there really is no discernable trend. A purchaser of the subject would not consider the improvement potential of the subject lands.

In terms of trend within the neighborhood, as noted in the market analysis presented earlier the market has a strong trend towards retail development. Lack of available vacant land in the municipality will be a limiting factor. While the percentage share of new construction is lower than what one might expect the pressure to sell vacant land to developers is always present. Demographic data supports this conclusion.

The location of the parcel is conducive to such uses, but the physical and legal constraints are disparate.

The population shows a leveling off. Future trend is an unknown. Development pressure is expected to remain stagnant.

SUMMARY: The subject parcel is currently listed as commercially improved land. I do anticipate continued demand for these lands in the reasonable near future. The appraiser therefore concludes that the highest and best use, for of the subject parcel is for recreational use.
DIRECT SALES COMPARISON APPROACH

SALES ANALYSIS – BEFORE EASEMENT

Direct Sales Comparison - Sales Analysis: Sales comparison is generally accepted to be one of the most accurate methods of estimating the market value of a real property. This method is predicated on the knowledge that there is an active market for the type of property being appraised and that the market is analyzed using comparable sales which are as similar to the subject, in as many respects, as possible.

This approach is defined as: A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available. 1, 2

The basis for the subjects indicated or “appraised” value is the analysis of real property, which has sold in the marketplace. The analysis, as carried out, consists of taking comparables listed in the following pages and applying adjustments that yield an adjusted sales price for each individual comparable. The adjusted sales prices are then used as an indicator of market value for the subject property.

Many of the adjustments found in the adjustment grid, are rather self-explanatory. This grid depicts the characteristics of the comparable properties and the adjustments made. Adjustment numbers that are less than one indicates that the comparable is superior to the subject property; numbers that are greater than one indicate that the comparable is inferior. Adjustments that equal one indicate that the subject and the comparable were rated as equal.

For the purpose of estimating the land value, the appraiser has utilized comparable sales that were in Gloucester County and offered similar conditions with respect to the presence of wetlands and the flood zoning provisions.

The appraiser has based the comparable selection on highest and best use of the subject, recreational lands. This recreational designation can be found in many different types of parcels restricted by access, wetlands (as the subject), zoning (as is the subject), floodplain (as the subject) or open water areas (as the subject).

Information provided below includes:

1) Comparable Vacant Land Sales (sales 1-5) - Sales Utilized In The Adjustment Grid
2) Summary Discussion Of Adjustments Made To The Land Sales
3) Summary Statement Of Value Estimates
4) Summary Adjustment Grid
VACANT LAND SALE
COMPARABLE LAND SALE #1
Elk Rd, South Side
South of Stockton Ct
Block 44 Lot 14, Tax Map #25
Elk Township, Gloucester County, NJ

Site Photo

Deed Date: March 2, 2018  Deed Recorded On: March 2, 2018
Deed Recorded in Book: 5827  On Page: 5

Grantor: Daniel & Kathleen Haynecz, Elk, NJ
Grantee: Jeffery Covely, Monroeville, NJ

Consideration: $12,000  Reflects: $936 per acre land

Real Property Rights Conveyed: Fee Simple. Parcel was marketed by Warner Real Estate, Woodstown. The marketing time was 24 days. The original asking price was $16,000.

Conditions of Sale: Sale was arm’s length for the fee simple purchase of the subject parcel.

Financing: The sale is listed as cash sale.
**Location of Sale (Municipality/County):** The subject parcel consisted of a single, contiguous tax parcel. The overall parcel shape is irregular. Parcel is landlocked. The total parcel area is determined by using areas derived from actual survey and municipal tax maps. The gross parcel area is 12.82+/- acres. The legal description is Block 44, Lot 14, as noted on tax map #25. The property is situated in Elk Township, Gloucester County, NJ.

**Block:** 44  
**Lot:** 14  
**Total Land Area:** 12.82+/- acres  
**Tax Map#:** 25  
**Shape:** Irregular  
**Frontage:** None

**Utilities:** None

**Zoning:** Rural Environmental Residential District (RE) - The purpose and intent is to provide appropriate regulations in the areas, which include substantial amounts of wetlands and other sensitive lands.

**Topography:** A copy of the appropriate topographic map is enclosed. A visual inspection was also made as indicated above. The appraiser did not perform a land survey as part of this appraisal assignment. Rather the topographic maps were reviewed prior to the physical inspection and certain geographic elements are noted here. According to the soils map slopes may extend to a maximum of between 0% and 2%. The parcel has significant areas identified as freshwater wetlands.

**Highest & Best Use At Time Of Sale:**  Assemblage/Recreational

**Sales/Listing History:**

<table>
<thead>
<tr>
<th>Record Date:</th>
<th>Settle Date:</th>
<th>Sales Amt:</th>
<th>Sale Remarks:</th>
<th>Owner Names:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>03/03/2019</td>
<td>$12,000</td>
<td></td>
<td>Jeffrey Coyle</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>03/20/2017</td>
<td>$1</td>
<td>Blanket Deed,</td>
<td>Hayniecz&amp; Hayniecz Resd Fam Trs</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Nominal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12/12/2008</td>
<td></td>
<td>Blanket Deed,</td>
<td>Daniel &amp; Elinor Hayniecz</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Nominal</td>
<td></td>
</tr>
<tr>
<td></td>
<td>12/09/2008</td>
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<td></td>
<td>Daniel &amp; Elinor Hayniecz</td>
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Property History

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<tr>
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<th>Status</th>
<th>Date</th>
<th>Price</th>
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<td>$12,000</td>
<td>Jeffrey Cooley</td>
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<td>$1</td>
<td>Hayniecz &amp; Hayniecz Resid Fam Trust</td>
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<td>Public Records</td>
<td>Settle Date</td>
<td>12/09/2008</td>
<td>$</td>
<td>Daniel &amp; Elmer Hayniecz</td>
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</table>

MLS History Details

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<td>03/02/18</td>
<td>$12,000</td>
</tr>
<tr>
<td>Prop. Type: Land</td>
<td>Closed</td>
<td>03/07/18</td>
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<tr>
<td>DGN / CDGN: 24 / 24</td>
<td>Pending</td>
<td>02/15/18</td>
<td></td>
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<tr>
<td>Listing Office: Warner Real Estate &amp; Auction Company</td>
<td>New Active</td>
<td>02/04/18</td>
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<td></td>
<td>Price Increase</td>
<td>02/05/18</td>
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<td></td>
<td>Coming Soon</td>
<td>02/04/18</td>
<td></td>
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<tr>
<td></td>
<td>New Listing</td>
<td>01/22/18</td>
<td>$9,500</td>
</tr>
</tbody>
</table>

TAX MAP
Block 44, Lot 14
Elk Township
FLOOD MAP

APPROXIMATE SOILS MAP
APPROXIMATE SOIL TYPES

<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>FamA</td>
<td>Fallstoning sandy loams, 0 to 2 percent slopes, northern coastal plain</td>
<td>6.8</td>
<td>35.5%</td>
</tr>
<tr>
<td>MakAt</td>
<td>Manahawkin muck, 0 to 2 percent slopes, frequently flooded</td>
<td>6.7</td>
<td>35.2%</td>
</tr>
<tr>
<td>Woka</td>
<td>Woodstown-Glassboro complex, 0 to 2 percent slopes</td>
<td>5.6</td>
<td>29.2%</td>
</tr>
<tr>
<td>Totals for Area of interest</td>
<td></td>
<td>19.1</td>
<td>100.0%</td>
</tr>
</tbody>
</table>

WETLANDS MAP
LIMITED USE
VACANT LAND SALE
COMPARABLE LAND SALE #2
Lakeside Dr, South of Sunset lake, North of the Sandwash
Block 9301, Lot 1, Tax Map #93
Monroe Township, Gloucester County, NJ

Site Photo

Deed Date: November 10, 2017
Deed Recorded in Book: 5769
Deed Recorded On: November 14, 2017
On Page: 142

Grantor: Victory Sunset Lake Management Corp, Williamstown, NJ
Grantee: Elizabeth & William Blaney, Turnersville, NJ

Consideration: $45,000
Reflects: $668 per of acre land

Real Property Rights Conveyed: Fee Simple. Parcel was marketed by Century 21, Sicklerville, NJ. The marketing time was 46 days. The original asking price was $45,000.

Conditions of Sale: Sale was arm's length for the fee simple purchase of the subject parcel. Parcel has limited use and may not be buildable.

Financing: The sale is listed as cash sale.

Location of Sale (Municipality/County): The subject parcel consisted of a single, contiguous tax parcel. The overall parcel shape is irregular. Sale represents raw land. Unapproved/unimproved. Extensive wetland and open water areas. Usable areas are largely isolated by wetlands/flood plain.

The parcels are located along the west side of Sunset Dr. The total parcel area is determined by using areas derived from actual survey and municipal tax maps. The gross parcel area is 67.34+/- acres. Frontage is along Lakeside Dr. The legal description is Block 9301, Lot 1, as noted on tax map #93. The property is situated in Monroe Township, Gloucester County, NJ.
Utilities: Electric and telephone

Zoning: Regional growth RG-MR and is located in the NJ Pinelands. The purpose and intent is to provide appropriate regulations in the areas, which include substantial amounts of wetlands and other sensitive lands.

Topography: A copy of the appropriate topographic map is enclosed. A visual inspection was also made as indicated above. The appraiser did not perform a land survey as part of this appraisal assignment. Rather the topographic maps were reviewed prior to the physical inspection and certain geographic elements are noted here. According to the soils map slopes may extend to a maximum of between 0% and 5%. The parcel has significant areas identified as freshwater wetlands.

Highest & Best Use At Time Of Sale: Recreational Lands

Wetlands Map
Location Of Subject Is Highlighted/Approximate
Sales/Listing History:

Record Date: 11/10/2017  
Settle Date: 11/10/2017  
Sales Amt: $45,000  
Sale Remarks:  
Owner Names: Elizabeth A & William G Blaney

<table>
<thead>
<tr>
<th>Source</th>
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<th>Date</th>
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<tr>
<td>Public Records</td>
<td>Settle</td>
<td>11/10/2017</td>
<td></td>
<td>$45,000</td>
<td>Elizabeth A &amp; William G Blaney</td>
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<tr>
<td></td>
<td></td>
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<td></td>
<td></td>
<td>Helen Lehman</td>
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MLS History Details:

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<td>Listing Office: Century 21 Rivers Realty</td>
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<tr>
<td>Property Type: Land</td>
<td>DOM / COOP: 176 / 35</td>
<td>New Listing</td>
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<tr>
<td>Listing Office: Berkshire Washington Gloucester</td>
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</table>

FLOOD MAP/WETLANDS MAP
APPROXIMATE SOIL TYPES
Gloucester County, New Jersey (NJ015)

<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>AtsAr</td>
<td>Atsion sand, 0 to 2 percent slopes, rarely flooded</td>
<td>3.0</td>
<td>4.6%</td>
</tr>
<tr>
<td>AugB</td>
<td>Aura sandy loam, 2 to 5 percent slopes, Northern Tidewater Area</td>
<td>9.1</td>
<td>14.0%</td>
</tr>
<tr>
<td>DocB</td>
<td>Downer loamy sand, 0 to 5 percent slopes, Northern Coastal Plain</td>
<td>0.0</td>
<td>0.1%</td>
</tr>
</tbody>
</table>
Gloucester County, New Jersey (NJ015)

<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>DoeA</td>
<td>Downer sandy loam, 0 to 2 percent slopes, Northern Coastal Plain</td>
<td>12.7</td>
<td>19.6%</td>
</tr>
<tr>
<td>DoeB</td>
<td>Downer sandy loam, 2 to 5 percent slopes, Northern Coastal Plain</td>
<td>1.4</td>
<td>2.1%</td>
</tr>
<tr>
<td>MakAt</td>
<td>Manahawkin muck, 0 to 2 percent slopes, frequently flooded</td>
<td>25.5</td>
<td>39.4%</td>
</tr>
<tr>
<td>SacC</td>
<td>Sassafras sandy loam, 5 to 10 percent slopes, Northern Coastal Plain</td>
<td>5.3</td>
<td>8.2%</td>
</tr>
<tr>
<td>WATER</td>
<td>Water</td>
<td>2.4</td>
<td>3.7%</td>
</tr>
<tr>
<td>WokA</td>
<td>Woodstown-Glassboro complex, 0 to 2 percent slopes</td>
<td>5.4</td>
<td>8.3%</td>
</tr>
<tr>
<td><strong>Totals for Area of Interest</strong></td>
<td></td>
<td><strong>64.7</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

**TAX MAP**
Block 9301, Lot 1
Monroe Township
VACANT LAND PARCEL
RESTRICTED WETLANDS
COMPARABLE SALE NUMBER 3
Malaga Rd/South Shore Drive
North of Sunset Ave
Block 9801, Lot 30, Tax Map #98
Monroe Tp, Gloucester Co

Deed Date: August 23, 2019
Recorded in Book: 6174
Grantor: Lois B Gunderson & Robert J Smith, Kings Park, NY
Grantee: Edward Buggy, Jamison, PA

Consideration: $70,000 Equates to $1,421 per acre

Real Property Rights Conveyed: Fee Simple
Financing: Cash to Seller
Conditions of Sale: Sale was Arm’s Length.

Location of Sale (Municipality/County): Parcel was located north of Sunset Ave. Sale was located in the Township of Monroe, Gloucester County, NJ. Municipal tax records indicate the overall lot size at 49.25+/- acres, according to the survey. Road frontage is along Malaga Rd, approximately 214'. This yields a ratio of front feet per acre of 4.34+/- per acre.

Block: 9801 Lot: 30 as Indicated on Tax Map #: 98
Land Area: 49.25+/- acres Shape: Irregular Frontage: 214'+/- lineal feet
Topographic Map

Topography: Elevations vary due to sloping of the terrain. Approximate slope of the lot are estimated between 0% and 5%.

Public Utilities: Electric, Telephone

Zoning: RD-A – The rural development zoning district is transitional in nature. It is fragmented by existing development and agricultural uses. The uses in this district are controlled essentially by the Township so long as they have only a moderate impact. Minimum lot size is 8 acres.

Narrative Description of Property & Neighborhood: The sale represents a vacant land sale. Tillable lands are limited. Perhaps 0%. Prime and Statewide soils are limited, 18% and 1%, respectively. Unique soils cover about 74% of the area. Wetlands cover about 85% of the site. The site is also impacted by a 200’ wide AC Electric easement.

These issues combined would limit the overall “developability” of the site.

Soils Map
<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>AtsAr</td>
<td>Aiden sand, 0 to 2 percent slopes, rarely flooded</td>
<td>12.7</td>
<td>32.8%</td>
</tr>
<tr>
<td>DocB</td>
<td>Downer loamy sand, 0 to 5 percent slopes, Northern Coastal Plain</td>
<td>0.5</td>
<td>1.3%</td>
</tr>
<tr>
<td>DoeB</td>
<td>Downer sandy loam, 2 to 5 percent slopes, Northern Coastal Plain</td>
<td>6.9</td>
<td>17.9%</td>
</tr>
<tr>
<td>MakAt</td>
<td>Marshankin muck, 0 to 2 percent slopes, frequently flooded</td>
<td>16.5</td>
<td>42.6%</td>
</tr>
<tr>
<td>PHG</td>
<td>Pits, sand and gravel</td>
<td>0.9</td>
<td>2.4%</td>
</tr>
<tr>
<td>WATER</td>
<td>Water</td>
<td>1.2</td>
<td>3.0%</td>
</tr>
</tbody>
</table>

**Wetlands Map**
**LIMITED UTILITY\nVACANT LAND SALE\nCOMPARABLE LAND SALE #4\nNew Jersey Ave, South of Ellis Ave\nBlock 66 Lot 3, Tax Map #32\nBlock 67 Lot 40, Tax Map #33\nElk Township, Gloucester County, NJ**

**Site Photo**

---

**Deed Date:** September 28, 2018  
**Deed Recorded On:** October 11, 2018  
**Deed Recorded In Book:** 5963  
**On Page:** 125

**Grantor:** Marcelyn Braun, Executor, Estate of George Braun, et al, Glassboro, NJ  
**Grantee:** Eastern Pro Pak, LLC, Glassboro, NJ

**Consideration:** $40,000  
**Reflects:** $851 per of acre land

**Real Property Rights Conveyed:** Fee Simple. Parcel was marketed by Keller Williams, Washington Tp. The marketing time was 313 days. The original asking price was $75,000.

**Conditions of Sale:** Sale was arm’s length for the fee simple purchase of the subject parcel.
Financing: The sale is listed as cash sale.

Location of Sale (Municipality/County): The subject parcel consisted of a single, contiguous tax parcel. The overall parcel shape is irregular. The parcels have no road frontage. The total parcel area is determined by using areas derived from actual survey and municipal tax maps. The gross parcel area is 12.32+/- acres. The property is situated in Elk Township, Gloucester County, NJ.

Block: 66       Lot: 3       Tax Map#: 32  
Block: 67       Lot: 40      Tax Map#: 33

Total Land Area: 12.32+/- acres  Shape: Irregular  Frontage: None
Utilities: Not immediately accessible
Zoning: Rural Environmental Residential District (RE) - The purpose and intent is to provide appropriate regulations in the areas, which include substantial amounts of wetlands and other sensitive lands.
Topography: A copy of the appropriate topographic map is enclosed. A visual inspection was also made as indicated above. The appraiser did not perform a land survey as part of this appraisal assignment. Rather the topographic maps were reviewed prior to the physical inspection and certain geographic elements are noted here. According to the soils map slopes may extend to a maximum of between 0% and 5%. The parcel has significant areas identified as freshwater wetlands.

Highest & Best Use At Time Of Sale: Assemblage/Recreation

Wetlands Map
Location Of Subject Is Highlighted/Approximate
Sales/Listing History:

Record Date: 09/28/2018  
Settle Date: 09/28/2018  
Sales Amt: $40,000  
Sale Remarks:  
Owner Names: Eastern Pro Pak Llc  

Record Date: 12/03/1999  
Settle Date: 11/08/1999  
Sales Amt:  
Sale Remarks: Nominal  
Owner Names: Alberta McCollum  

Record Date: 07/16/1990  
Settle Date: 07/10/1990  
Sales Amt:  
Sale Remarks:  
Owner Names: Margaret McCollum  

Record Date:  
Settle Date:  
Sales Amt:  
Sale Remarks:  
Owner Names: Rachel Holmes Alston  

Property History

<table>
<thead>
<tr>
<th>Source</th>
<th>Category</th>
<th>Status</th>
<th>Date</th>
<th>Price</th>
<th>Owner</th>
</tr>
</thead>
<tbody>
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<td>Public Records</td>
<td>Settle Date</td>
<td>09/28/2018</td>
<td>$40,000</td>
<td>Eastern Pro Pak Llc</td>
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</tr>
<tr>
<td>Public Records</td>
<td>Settle Date</td>
<td>11/08/1999</td>
<td>Nominal</td>
<td>Alberta McCollum</td>
<td></td>
</tr>
<tr>
<td>Public Records</td>
<td>Settle Date</td>
<td>07/10/1990</td>
<td>$</td>
<td>Margaret McCollum</td>
<td></td>
</tr>
<tr>
<td>Public Records</td>
<td></td>
<td></td>
<td></td>
<td>$</td>
<td>Rachel Holmes Alston</td>
</tr>
</tbody>
</table>

MLS History Details

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<th>Change Type</th>
<th>Change Date</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Final Closed Price</td>
<td>09/28/18</td>
<td>$40,000</td>
</tr>
<tr>
<td></td>
<td>Closed</td>
<td>09/28/18</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Pending</td>
<td>06/22/18</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Price Decrease</td>
<td>06/15/18</td>
<td>$75,000</td>
</tr>
<tr>
<td></td>
<td>New Listing</td>
<td>08/14/17</td>
<td>$199,000</td>
</tr>
</tbody>
</table>

Other: Sale represents raw land. Unapproved/unimproved. Extensive wetland and open water areas. Usable areas are largely isolated by wetlands/flood plain & lack of access; purchased by adjoining owner.

FLOOD MAP

![Flood Map Image]
**APPROMATE SOILS MAP**

Gloucester County, New Jersey (NJ015)

<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>BEXAS</td>
<td>Berryland and Mullica soils, 0 to 2 percent slopes, occasionally flooded</td>
<td>2.5</td>
<td>7.5%</td>
</tr>
<tr>
<td>FamA</td>
<td>Fallsington sandy loams, 0 to 2 percent slopes, northern coastal plain</td>
<td>24.3</td>
<td>73.5%</td>
</tr>
<tr>
<td>HbmB</td>
<td>Hammonton loamy sand, 0 to 5 percent slopes</td>
<td>0.1</td>
<td>0.2%</td>
</tr>
<tr>
<td>MakAt</td>
<td>Manahawkin muck, 0 to 2 percent slopes, frequently flooded</td>
<td>6.2</td>
<td>18.7%</td>
</tr>
<tr>
<td><strong>Totals for Area of interest</strong></td>
<td></td>
<td><strong>33.1</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>
TAX MAP
Block 66, Lot 3
Block 67, Lot 40
Elk Township
LIMITED POTENTIAL VACANT LAND/WETLANDS
UNAPPROVED/UNIMPROVED VACANT LAND
COMPARABLE LAND SALE NUMBER 5
South of Oriental Rd
Generally South of the Tabernacle Tp Municipal Border
Block 35.01, Lot 52, Tax Map #8
Shamong Tp, Burlington County, NJ

Aerial/Site Photographs
No Site Photo Obtainable/No Access Via Public ROW

Deed Date: January 12, 2016
Deed recorded in Book: 13207
Deed Recorded on: January 27, 2016
On Page: 8762

Grantee: Timothy Higgins, Southampton, NJ

Consideration: $16,000  Equates To: $863 per acre

Real Property Rights Conveyed: All rights transferred under fee simple title.
**Conditions of Sale:** The comparable parcel sold under normal conditions commensurate with an arm's length transaction. At the time of sale the parcel was vacant land. There was no seller financing or any special considerations granted.

**Location of Sale (Municipality/County):** Parcel was located along the south side of Oriental Rd, east of the intersection with Forked Neck Rd. Located generally southwest of the municipal border with Tabernacle Township. The comparable consisted of a single tax parcel. The parcel is impacted by freshwater wetlands, limited access, and Pinelands decreasing its overall utility. The parcel contains about 16.3 acres. The parcel is located in the Township of Shamong, Burlington County, NJ. Gross land areas taken from the municipal tax map; frontage is very limited.

**Block:** 35.01  
**Lot:** 52 as Indicated on Tax Map #; 8

**Land Area:** 16.3+/- acs  
**Shape:** Irregular/Single Site  
**Frontage:** 0'+/-

**Utilities:** electric & telephone on Oriental Rd

**Zoning:** Parcel was partly located in the Pinelands Rural Development Zone and partly in the Pinelands Preservation Area.

**Highest and Best Use at time of sale:** Vacant Land/Low Utility

**Narrative Description of Property & Neighborhood:** This represents the sale of limited use woodland. Site is impacted by wetlands. No wetlands delineation has been done and the site has no approvals. The site was vacant at the time of this purchase. The buyer did not reveal an immediate use for the parcel.

**Topographic Map**
### Soils Map (Approximate)

![Soils Map Diagram]

### Burlington County, New Jersey (NJ005)

<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>AtshA</td>
<td>Atsion sand, loamy substratum, 0 to 2 percent slopes</td>
<td>1.5</td>
<td>9.4%</td>
</tr>
<tr>
<td>AttA</td>
<td>Atsion fine sand, 0 to 2 percent slopes</td>
<td>7.5</td>
<td>45.8%</td>
</tr>
<tr>
<td>DocB</td>
<td>Downer loamy sand, 0 to 5 percent slopes</td>
<td>0.1</td>
<td>0.9%</td>
</tr>
<tr>
<td>LakB</td>
<td>Lakehurst sand, 0 to 5 percent slopes</td>
<td>6.8</td>
<td>41.4%</td>
</tr>
<tr>
<td>WofA</td>
<td>Woodstown fine sandy loam, 0 to 2 percent slopes</td>
<td>0.4</td>
<td>2.6%</td>
</tr>
</tbody>
</table>

**Totals for Area of Interest**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>16.4</td>
</tr>
<tr>
<td></td>
<td>100.0%</td>
</tr>
</tbody>
</table>
Wetlands Map
Tax Maps
Shamong Township
Block 35.01, Lot 52
VACANT LAND SALE
COMPARABLE LAND SALE #6
Sharps Rd, South of the Black Horse Pike
Block 7301, Lot 1, Tax Map #73
Monroe Township, Gloucester County, NJ

Site Photo

Date of Sale: October 20, 2017
Deed Book/Page: 5761/211

Consideration $48,000
Price per Sq Ft/Building $1,239
Financing Cash

Grantor Joseph T Siderio, Williamstown, NJ
Grantee Ray A Cosner, Gloucester, NJ

Property Rights Conveyed Fee Simple
Conditions Typical/DOM 206
Verification Broker/Listing Agent
Building Size No Approvals/No Improvements

Block/Lot Block 7301, Lot 1, Tax Map# 73
Size in Acres 38.73 +/- Acres

Utilities Electric – water sewer is private, if available
Zoning FD-40 Forest District 40-acre minimum lot size
Highest and Best Use Recreation/Assemblage
Wetlands
Comments

Sale represents raw land. Unapproved/unimproved. Listing agent indicated that the site may be buildable but the appraiser doubts it.

Sales/Listing History:

Record Date: 10/20/2017
Settle Date: 10/20/2017
Sales Amt: $48,000
Sale Remarks: 
Owner Names: Ray A Cosner

Record Date: 08/04/2008
Settle Date: 07/30/2008
Sales Amt: $157,100
Sale Remarks: Nominal
Owner Names: Joseph T Siderio

Record Date: 07/22/2004
Settle Date: 07/16/2004
Sales Amt: $11,000
Sale Remarks: 
Owner Names: Mark & Rachel Riether

Record Date: 05/23/1996
Settle Date: 05/22/1996
Sales Amt: $1,000
Sale Remarks: 
Owner Names: Joseph & Debra A Siderio

Property History

Source Category Status Date Price Owner
Public Records Settle Date 10/20/2017 $48,000 Ray A Cosner
Public Records Settle Date 07/30/2008 Nominal Joseph T Siderio
Public Records Settle Date 01/18/2004 $157,100 Mark & Rachel Riether
Public Records Settle Date 07/22/1996 $11,000 Joseph & Debra A Siderio

MLS History Details

MLSL #: J000587515
Prop Type: Land
DOM / CCDD: 006 / 266
Listing Office: RE/MAX Preferred - Rahway

Changed Type: Final Closed Price
Changed Date: 10/20/17
Price: $48,000

MLSL #: J007318586
Prop Type: Land
DOM / CCDD: 006 / 487
Listing Office: RE/MAX Preferred - Rahway

Changed Type: Expired
Changed Date: 11/07/14

MLSL #: J007903249
Prop Type: Land
DOM / CCDD: 163 / 944
Listing Office: Century 21 Rash & Jelena

Changed Type: Expired
Changed Date: 09/20/12
Price: $199,000
### APPROXIMATE SOIL TYPES

**Gloucester County, New Jersey (NJ015)**

<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>AtsAr</td>
<td>Atsion sand, 0 to 2 percent slopes, rarely flooded</td>
<td>14.0</td>
<td>25.4%</td>
</tr>
<tr>
<td>LakB</td>
<td>Lakehurst sand, 0 to 5 percent slopes</td>
<td>31.5</td>
<td>57.1%</td>
</tr>
<tr>
<td>MakAt</td>
<td>Manahawkin muck, 0 to 2 percent slopes, frequently flooded</td>
<td>9.7</td>
<td>17.6%</td>
</tr>
<tr>
<td><strong>Totals for Area of Interest</strong></td>
<td></td>
<td><strong>55.2</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

### WETLANDS MAP

![Wetlands Map Image]
Adjusted Land Sales – Before Easement: All the comparable sales considered, as well as, the subject property, were sold in fee simple title with all development rights remaining. Therefore, we have made it no adjustment based upon rights conveyed.

None of the sales had any improvements. Sale #5 was in the Pinelands, although it was uncertain if the parcel had any PDC’s associated with it.

In order to find an adequate quantity of sales, with a similar highest and best use, I have had to expand my geographical search area. Most of these sales are in the same general price range. With respect to location, the appraiser has considered sales which are in Gloucester County, and adjacent counties. I found a sufficient number of sales.

I have made no adjustments for location, due to the influence municipality. As noted previously, the subject parcel has three major characteristics which dominate the valuation scenario. The presence of conservation easement, wetlands, and flood plain, these areas impact the potential development of the site.

Financing and market conditions were thought to be equal for each sale in comparison to the subject.

With respect to the adjustments for time, date of sale, I have made no time adjustments. The market is more or less static for this type of property. Sales are occurring but for the most part real estate is in the wait and see mode. This would be especially true of marginal lands such as the subject.

Overall size, in acres, is typically considered as an adjustment. There are at least two schools of thought on this.

Smaller sites are not as conducive to various operations and often appeal to a different market segment, estate type properties. Hence, some appraisers adjust the comparable sales upwards as size gets larger. Still another line of thought sticks with the economic theory that more units, i.e. more acres, involved in the sale, the lower the sales price on a per acre basis. This would require downward adjustment to the smaller sales. I am typically of the latter view.

These features of largeness and smallness were related to the subject property. There is no way to make statistically accurate adjustments given the low number of applicable sales. Adjustments therefore are not deemed necessary.

In terms of size (acres), none of the comparable sales have received adjustment. Sale #2 is the largest sale and would be a potential candidate for adjustment, but it is an older sale that was not weighed very heavily so I have left it alone.

None of the comparable properties have any approvals for subdivision.

The appraiser has considered topography. These sites have similar topography hence no adjustment is made.

The appraiser has made minor adjustments for zoning. Zoning is the tool employed by municipalities in order to control development and growth. All the comparable properties are in dissimilar zones. I have considered adjustments when adjusting the comparables for zoning. The zoning differences are minor.

Zoning is ordinarily a consideration. Zoning generally dictates the use of the parcels. In the case of the subject the underlying zoning would not matter since the parcel is under a conservation easement. No adjustments are made.
The adjustment for physical frontage is considered as a ratio of front feet per area. A parcel with a higher frontage to overall area ratio is normally superior for development. Since the highest and best use is for eventual development this should be considered. Adjustments for frontage are made based on the ratio of frontage to overall area (recorded and measured as front feet per acre). This also considers some of the area, making extensive area adjustments unnecessary.

Frontage to overall area adjustments are not made to comparable sales. In considering the highest and best use of the subject (recreational) and the comparable parcels, extensive frontage does not seem to impact the prices paid.

No adjustment is made to the sales for the ratio of front feet per acre.

Soils are considered. It is difficult to assess the soils of any one particular site since the tools I have to work with are rather imprecise. However, most of the sales have similar soils to that of the subject and have received no adjustment.

There are fewer parcels than the subject and the comparables that are less suited to development. No adjustments were considered here. The remaining sales are thought to have little, if any, development potential.

Wetlands are typically freshwater areas and can be “owned” or transferred etc... Wetlands are highly restricted when it comes to development. Wetland areas are included in the overall acreage calculation. The subject property has 95%+/- freshwater wetlands, excluding buffers. The buffers could include the entire parcel.

Despite the differences in the number of wetlands the comparables all share the same highest and best use. There is no need to make further adjustments to any of the sales.
**Final Estimate Of Land Value – Before Easement:** The subject parcel is identified as being 18.73 +/- acres, the larger parcel, created by the Conservation Easement, according to the taking map provided.

The search for comparable parcels extending over Gloucester County, and adjacent counties.

The appraiser felt that the quality of the comparable sales data was adequate giving the parameters of the assignment. The appraiser was comfortable that adequate conclusions could be drawn from the comparable sales presented in the above pages.

Prior to adjustment, the comparable sales had net sales prices ranging from $12,000 to $70,000; or $668 to $1,421 per acre. The sales included in the adjustment process indicated dates of sale from January 2016 through August of 2019. The overall size of the parcels ranged from approximately 13+/- acres to approximately 67+/- acres.

The sales were analyzed on a net price per acre basis. The sales were adjusted as summarized on the following page, “Summary Adjustment Grid”.

<table>
<thead>
<tr>
<th>SUMMARY OF ADJUSTED UNIT VALUES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Value = $1,492</td>
</tr>
<tr>
<td>Mean = $1,046</td>
</tr>
<tr>
<td>Min Value = $702</td>
</tr>
<tr>
<td>Std Dev = $268</td>
</tr>
<tr>
<td>Range = $791</td>
</tr>
</tbody>
</table>

All sales are adjusted equally.

Comparable sale #5 is the closest in overall net acres. Comparable sale #1 is the smallest at 12+/- acres and sale #2 is the largest at 67+/- acres.

Sale #3 is the most recent, sale #5 is the oldest.

The subject’s land size is 18.73 +/- net acres, before easement.

In estimating a final indicated value, the various comparables, as discussed in the above pages, have been considered. The unit value is $1,200 per acre. The before value then is $1,200 per acre times the area of the subject, or 18.73 acres, which equals $22,476, rounded to $22,500.
<table>
<thead>
<tr>
<th>Identification</th>
<th>Conrail</th>
<th>Haynitz</th>
<th>1 Smry</th>
<th>Sunnt Lake</th>
<th>Gross</th>
<th>2 Smry</th>
<th>Grunderson et al</th>
<th>3 Smry</th>
<th>4 Smry</th>
<th>5 Smry</th>
<th>6 Smry</th>
<th>7 Smry</th>
<th>8 Smry</th>
<th>Adj</th>
</tr>
</thead>
<tbody>
<tr>
<td>Block/Lot</td>
<td>Multi Parcels</td>
<td>44/14</td>
<td>930/11</td>
<td>900/30</td>
<td>95%/c</td>
<td>35/0/62</td>
<td>730/11</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Sales Price</td>
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<td>$40,000</td>
<td>$16,000</td>
<td>$48,000</td>
<td>$1,239</td>
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<td></td>
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<td></td>
</tr>
<tr>
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</tr>
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</tr>
<tr>
<td>Rights Conveyed</td>
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<td>Fee</td>
<td>Fee</td>
<td>Fee</td>
<td>Fee</td>
<td>Fee</td>
<td>Fee</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Adjustments</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.00%</td>
<td>1.00%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sub-Total $/Acre</td>
<td>$936</td>
<td>$668</td>
<td>$1,421</td>
<td>$851</td>
<td>$883</td>
<td>$1,239</td>
<td>$1,239</td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

**IMPROVEMENTS**

<table>
<thead>
<tr>
<th>Use/Type</th>
<th>Design</th>
<th>Access</th>
<th>Exposure</th>
<th>Location</th>
<th>Type</th>
<th>Grade</th>
<th>Potential Uses</th>
<th>Recreational</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Limited/Recreational</td>
<td>Limited/Recreational</td>
</tr>
<tr>
<td>Vacant</td>
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<td>Vacant</td>
<td>Vacant</td>
<td>Limited/Recreational</td>
<td>Limited/Recreational</td>
</tr>
<tr>
<td>Vacant</td>
<td>Vacant</td>
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<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Limited/Recreational</td>
<td>Limited/Recreational</td>
</tr>
<tr>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Limited/Recreational</td>
<td>Limited/Recreational</td>
</tr>
<tr>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Limited/Recreational</td>
<td>Limited/Recreational</td>
</tr>
<tr>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Vacant</td>
<td>Limited/Recreational</td>
<td>Limited/Recreational</td>
</tr>
</tbody>
</table>

**LAND & SITE**

<table>
<thead>
<tr>
<th>Zoning</th>
<th>Frontage (ft)</th>
<th>Area (Acres)</th>
<th>Shape</th>
<th>Other Items</th>
<th>Utilities</th>
<th>Adjustments</th>
<th>Indicated Value/Sq Ft</th>
</tr>
</thead>
<tbody>
<tr>
<td>PC</td>
<td>659</td>
<td>18.73</td>
<td>Reg</td>
<td>None</td>
<td>e/t</td>
<td>1.05% 5%</td>
<td>$983</td>
</tr>
<tr>
<td>RE</td>
<td>12.82</td>
<td>49.25</td>
<td>Irg</td>
<td>None</td>
<td>e/t</td>
<td>1.05% 5%</td>
<td>$702</td>
</tr>
<tr>
<td>RG-MR</td>
<td>67.34</td>
<td>18.55</td>
<td>Irg</td>
<td>None</td>
<td>e/t</td>
<td>1.05% 5%</td>
<td>$1,492</td>
</tr>
<tr>
<td>RC-A</td>
<td>214</td>
<td>900</td>
<td>Irg</td>
<td>None</td>
<td>e/t</td>
<td>1.05% 5%</td>
<td>$594</td>
</tr>
<tr>
<td>RE</td>
<td>241</td>
<td>39</td>
<td>Irg</td>
<td>None</td>
<td>e/t</td>
<td>1.05% 5%</td>
<td>$506</td>
</tr>
<tr>
<td>PP/PRR</td>
<td>1,000</td>
<td>1,000</td>
<td>Irg</td>
<td>None</td>
<td>e/t</td>
<td>1.05% 5%</td>
<td>$1,801</td>
</tr>
<tr>
<td>FD-40</td>
<td>1,000</td>
<td>1,000</td>
<td>Irg</td>
<td>None</td>
<td>e/t</td>
<td>1.05% 5%</td>
<td>$1,801</td>
</tr>
</tbody>
</table>
NATURE OF THE TAKING

Description of Taking: A “taking” is defined as 1) the acquisition of a parcel of land through condemnation. 2) In land use law, application of police power restrictions to a parcel of land that are so restrictive as to preclude any reasonable use. Eminent domain and condemnation law are highly specialized practices. In New Jersey case law has further defined and refined these concepts.

The taking is described in an attached document noted as 1) Parcel Acquisition and 2) Road Easement.

The taking is depicted on the attached mapping. A copy of the engineering drawing provided to the appraiser is attached in the appendix.

The taking area is identified as a parcel acquisition of 8.645±/- acres across an area already under a conservation easement held by the NJDEP. This area will be taken as an easement, but the use constitutes a taking in fee. The taking will be part of a paved road service and ancillary right-of-way.

Another area is an easement for stormwater piping. This is not a fee taking. This area also seems to be located within the conservation easement, noted above. This parcel is identified as 0.134±/- acres.

The taking areas are summarized below:

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Area (Acres)</th>
<th>Shape</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before Taking</td>
<td>18.73±/- Acs</td>
<td>Irregular</td>
</tr>
<tr>
<td>Less Parcel Acquisition</td>
<td>8.6452±/- Acs</td>
<td>Irregular A</td>
</tr>
<tr>
<td>Less Stormwater Easement</td>
<td>0.134±/- Acs</td>
<td>Irregular A</td>
</tr>
<tr>
<td>Total Taking Area</td>
<td>8.779±/- Acres</td>
<td>Irregular A</td>
</tr>
<tr>
<td>After Taking</td>
<td>9.95±/- Acres B</td>
<td>Irregular A</td>
</tr>
</tbody>
</table>

^A – No Improvements are Included in the Taking Area  
^B – Represents calculations based on the larger parcel

The highest and best use conclusion is not affected by the taking. The highest and best use remains the same in the after condition. There are no damages to the remainder. The amount of effective (usable) frontage will be the same in the before and after taking conditions.

No site improvements are involved in the taking.

There are no damages to the remainder.
**DIRECT SALES COMPARISON APPROACH**

**SALES ANALYSIS – AFTER EASEMENT**

**Direct Sales Comparison - Sales Analysis:** Sales comparison is generally accepted to be one of the most accurate methods of estimating the market value of a real property. This method is predicated on the knowledge that there is an active market for the type of property being appraised and that the market is analyzed using comparable sales which are as similar to the subject, in as many respects, as possible.

This approach is defined as: *A set of procedures in which a value indication is derived by comparing the property being appraised to similar properties that have been sold recently, then applying appropriate units of comparison and making adjustments to the sale prices of the comparables based on the elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant; it is the most common and preferred method of land valuation when an adequate supply of comparable sales are available.* 1, 2

The basis for the subjects indicated or “appraised” value is the analysis of real property, which has sold in the marketplace. The analysis, as carried out, consists of taking comparables listed in the following pages and applying adjustments that yield an adjusted sales price for each individual comparable. The adjusted sales prices are then used as an indicator of market value for the subject property.

Many of the adjustments found in the adjustment grid, are rather self-explanatory. This grid depicts the characteristics of the comparable properties and the adjustments made. Adjustment numbers that are less than one indicate that the comparable is superior to the subject property; numbers that are greater than one indicate that the comparable is inferior. Adjustments that equal one indicate that the subject and the comparable were rated as equal.

For the purpose of estimating the land value, the appraiser has utilized comparable sales that were in Gloucester County and offered similar conditions with respect to the presence of wetlands and the flood zoning provisions.

The appraiser has based the comparable selection on highest and best use of the subject, recreational lands. This recreational designation can be found in many different types of parcels restricted by access, wetlands (as the subject), zoning (as is the subject), floodplain (as the subject) or open water areas (as the subject).

Information provided below includes:

1) Comparable Vacant Land Sales (sales 1-5) - Sales Utilized In The Adjustment Grid – Presented Previously
2) Summary Discussion Of Adjustments Made To The Land Sales
3) Summary Statement Of Value Estimates
4) Summary Adjustment Grid
Adjusted Land Sales – After Easement: All the comparable sales considered, as well as, the subject property, were sold in fee simple title with all development rights remaining. Therefore, we have made it no adjustment based upon rights conveyed.

None of the sales had any improvements. Sale #5 was in the Pinelands, although it was uncertain if the parcel had any PDC’s associated with it.

In order to find an adequate quantity of sales, with a similar highest and best use, I have had to expand my geographical search area. Most of these sales are in the same general price range. With respect to location, the appraiser has considered sales which are in Gloucester County, and adjacent counties. I found a sufficient number of sales.

I have made no adjustments for location, due to the influence of municipality. As noted previously, the subject parcel has three major characteristics which dominate the valuation scenario. The presence of conservation easement, wetlands, and flood plain, these areas impact the potential development of the site.

Financing and market conditions were thought to be equal for each sale in comparison to the subject.

With respect to the adjustments for time, date of sale, I have made no time adjustments. The market is more or less static for this type of property. Sales are occurring but for the most part real estate is in the wait and see mode. This would be especially true of marginal lands such as the subject.

Overall size, in acres, is typically considered as an adjustment. There are at least two schools of thought on this.

Smaller sites are not as conducive to various operations and often appeal to a different market segment, estate type properties. Hence, some appraisers adjust the comparable sales upwards as size gets larger. Still another line of thought sticks with the economic theory that more units, i.e. more acres, involved in the sale, the lower the sales price on a per acre basis. This would require downward adjustment to the smaller sales. I am typically of the latter view.

These features of largeness and smallness were related to the subject property. There is no way to make statistically accurate adjustments given the low number of applicable sales. Adjustments therefore are not deemed necessary.

In terms of size (acres), none of the comparable sales have received adjustment. Sale #2 is the largest sale and would be a potential candidate for adjustment, but it is an older sale that was not weighed very heavily so I have left it alone.

None of the comparable properties have any approvals for subdivision.

The appraiser has considered topography. These sites have similar topography hence no adjustment is made.

The appraiser has made minor adjustments for zoning. Zoning is the tool employed by municipalities in order to control development and growth. All the comparable properties are in dissimilar zones. I have considered adjustments when adjusting the comparables for zoning. The zoning differences are minor.

Zoning is ordinarily a consideration. Zoning generally dictates the use of the parcels. In the case of the subject the underlying zoning would not matter since the parcel is under a conservation easement. No adjustments are made.
The adjustment for physical frontage is considered as a ratio of front feet per area. A parcel with a higher frontage to overall area ratio is normally superior for development. Since the highest and best use is for eventual development this should be considered. Adjustments for frontage are made based on the ratio of frontage to overall area (recorded and measured as front feet per acre). This also considers some of the area, making extensive area adjustments unnecessary.

Frontage to overall area adjustments are not made to comparable sales. In considering the highest and best use of the subject (recreational) and the comparable parcels, extensive frontage does not seem to impact the prices paid.

No adjustment is made to the sales for the ratio of front feet per acre.

Soils are considered. It is difficult to assess the soils of any one particular site since the tools I have to work with are rather imprecise. However, most of the sales have similar soils to that of the subject and have received no adjustment.

There are fewer parcels than the subject and the comparables that are less suited to development. No adjustments were considered here. The remaining sales are thought to have little, if any, development potential.

Wetlands are typically freshwater areas and can be "owned" or transferred etc... Wetlands are highly restricted when it comes to development. Wetland areas are included in the overall acreage calculation. The subject property has 95%/+ freshwater wetlands, excluding buffers. The buffers could include the entire parcel.

Despite the differences in the amount of wetlands the comparables all share the same highest and best use. There is no need to make further adjustments to any of the sales.
**Final Estimate Of Land Value – After Easement:** The subject parcel is identified as being 9.95+/- acres, the larger parcel, created by the Conservation Easement, according to the taking map provided.

The search for comparable parcels extending over Gloucester County, and adjacent counties.

The appraiser felt that the quality of the comparable sales data was adequate giving the parameters of the assignment. The appraiser was comfortable that adequate conclusions could be drawn from the comparable sales presented in the above pages.

Prior to adjustment, the comparable sales had net sales prices ranging from $12,000 to $70,000; or $668 to $1,421 per acre. The sales included in the adjustment process indicated dates of sale from January 2016 through August of 2019. The overall size of the parcels ranged from approximately 13+/- acres to approximately 67+/- acres.

The sales were analyzed on a net price per acre basis. The sales were adjusted as summarized on the following page, “Summary Adjustment Grid”.

<table>
<thead>
<tr>
<th>SUMMARY OF ADJUSTED UNIT VALUES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Max Value = $1,492</td>
</tr>
<tr>
<td>Mean = $1,046</td>
</tr>
<tr>
<td>Min Value = $702</td>
</tr>
<tr>
<td>Stan Dev = $268</td>
</tr>
<tr>
<td>Range = $791</td>
</tr>
</tbody>
</table>

All sales are adjusted equally.

Comparable sale #5 is the closest in overall net acres. Comparable sale #1 is the smallest at 12+/- acres and sale #2 is the largest at 67+/- acres.

Sale #3 is the most recent, sale #5 is the oldest.

The subject’s land size is 9.95+/- net acres, after easement.

In estimating a final indicated value, the various comparables, as discussed in the above pages, have been considered. The unit value is $1,200 per acre. The before value then is $1,200 per acre times the area of the subject, or 9.95 acres, which equals $11,940, rounded to $11,950.
<table>
<thead>
<tr>
<th>Identification</th>
<th>Block/Lot</th>
<th>Parcel</th>
<th>Sales Price per Acre</th>
<th>Terms/Conditions</th>
<th>Date of Sale</th>
<th>Rights Conveyed</th>
<th>Adjustments</th>
<th>Sub-Total $/Acre</th>
<th>Indicated Value/$/Ft²</th>
</tr>
</thead>
<tbody>
<tr>
<td>Parcel 1</td>
<td>44/14</td>
<td>991/1</td>
<td>$112,100</td>
<td>Normal Cash</td>
<td>1-Mar-20</td>
<td>100% Fee</td>
<td>1.00</td>
<td>$936</td>
<td>$1,421</td>
</tr>
<tr>
<td>Parcel 2</td>
<td>2</td>
<td>80/1</td>
<td>$46,000</td>
<td>Vacant</td>
<td>Apr-2017</td>
<td>None</td>
<td>1.00</td>
<td>$888</td>
<td>$1,421</td>
</tr>
<tr>
<td>Parcel 3</td>
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<td>80/1</td>
<td>$70,000</td>
<td>Vacant</td>
<td>Aug-2019</td>
<td>None</td>
<td>1.00</td>
<td>$681</td>
<td>$1,421</td>
</tr>
<tr>
<td>Parcel 4</td>
<td>4</td>
<td>80/1</td>
<td>$60,000</td>
<td>Vacant</td>
<td>Oct-2017</td>
<td>None</td>
<td>1.00</td>
<td>$681</td>
<td>$1,421</td>
</tr>
<tr>
<td>Parcel 5</td>
<td>5</td>
<td>80/1</td>
<td>$65,000</td>
<td>Vacant</td>
<td>Nov-2017</td>
<td>None</td>
<td>1.00</td>
<td>$688</td>
<td>$1,421</td>
</tr>
<tr>
<td>Parcel 6</td>
<td>6</td>
<td>80/1</td>
<td>$120,100</td>
<td>Vacant</td>
<td>Jan-2016</td>
<td>None</td>
<td>1.00</td>
<td>$681</td>
<td>$1,421</td>
</tr>
</tbody>
</table>

**SUMMARY OF DIRECT SALES ADJUSTMENTS-AFTER EASEMENT**

<table>
<thead>
<tr>
<th>Improvement</th>
<th>Land &amp; Site</th>
<th>Utilities</th>
</tr>
</thead>
<tbody>
<tr>
<td>Conservation</td>
<td>Recreational</td>
<td>Wood-Glass Rd Good Manua</td>
</tr>
<tr>
<td>Recreation</td>
<td>Limited Recreational</td>
<td>Limited Recreational</td>
</tr>
<tr>
<td>Utility</td>
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<td>Limited Recreational</td>
</tr>
<tr>
<td>Frontage (ft)</td>
<td>160.73</td>
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</tr>
<tr>
<td>Access</td>
<td>630</td>
<td>None</td>
</tr>
<tr>
<td>Zone</td>
<td>6-ft</td>
<td>None</td>
</tr>
<tr>
<td>Other Terms</td>
<td>None</td>
<td>None</td>
</tr>
</tbody>
</table>

**Indicated Value/$/Ft²:** $1,421
RECONCILIATION AND CONCLUSION

Reconciliation Criteria: The criteria that enable an appraiser to form a meaningful, defensible conclusion about the final value opinion. Value indications are tested for the appropriateness of the approaches and adjustments applied, the accuracy of the data, and the quantity of evidence analyzed.

Reconciliation as a process can be further defined as: 1) The last phase of any valuation assignment in which two or more value indications derived from market data are resolved into a final value opinion, which may be either a final range of value or a single point estimate. 2) In the sales comparison approach, reconciliation may involve two levels of analysis: A) derivation of a value indication from the adjusted prices of two or more comparable sales expressed in the same unit of comparison and B) derivation of a value indication from the adjusted prices of two or more comparables expressed in different units of comparison.

Reconciliation then is a process interpreting and correlating certain facts in order to form a meaningful comparison. In the case of an appraisal problem the appraiser must review the procedures, techniques, data sources and other germane factors that will produce an accurate, defensible estimate of market value.

Conclusion: The appraiser has considered the sales comparison approach for the valuation of the land in this his appraisal problem.

The cost approach and the income approach were not applicable to the appraisal. Only the direct sales comparison was utilized.

The most accurate value indication would have been derived from the sales comparison approach of the larger parcel. The sales comparison approach considered vacant land sales. The appraiser felt that the quality of sales data was good and that the quantity of data available was adequate. The comparables chosen had a similar limited use potential equivalent to that of the subject parcel. In the final analysis, the appraiser concluded that the direct sales comparison approach resulted in reasonable and reliable estimates of value.

In this assignment the Larger Parcel consists of portions of block 198.03, lot 1, block 242, lot 7 and block 242 lot 7.02. These are noted as Conservation Restriction Area "B", as recorded in, deed 4469, page 1. This parcel area is noted as 18.73+/- acres. It is coincidental that the area of lot 7.02 (18.398+/- acres) and the area of conservation easement "B" (18.73+/ -acres) are so close. They are in fact different parcels.

The taking areas are summarized below:

<table>
<thead>
<tr>
<th>Parcel</th>
<th>Area (Acres)</th>
<th>Estimated Value (td)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before Taking</td>
<td>18.73+/- Acs B</td>
<td>$22,500</td>
</tr>
<tr>
<td>Less Parcel Acquisition</td>
<td>8.6452+/- Acs A</td>
<td>$10,400</td>
</tr>
<tr>
<td>Less Stormwater Easement</td>
<td>0.134+/- Acs A</td>
<td>$200</td>
</tr>
<tr>
<td>After Taking</td>
<td>9.95+/- Acres B</td>
<td>$11,900</td>
</tr>
</tbody>
</table>

^ - No Improvements are Included in the Taking Area
_b_ - Represents calculations based on the larger parcel
The highest and best use conclusion is not affected by the taking. The highest and best use remains the same in the before/after condition. There are no damages to the remainder. The amount of effective (usable) frontage will be the same in the before and after taking conditions.

No site improvements are involved in the taking.

There are no damages to the remainder.

Total compensation then is the before value of $22,500 less the after value of $11,900 or $10,600, rounded to $11,000.
INDEX TO APPENDICES

1) TAX MAP
2) INSPECTION LETTER TO OWNER
3) WETLANDS MAP
4) OVERALL AERIAL MAP
5) FLOOD MAP
6) SOILS MAP
7) TOPOGRAPHIC MAP
8) ZONING MAP
9) CITED REFERENCES
10) QUALIFICATIONS OF APPRAISER

The indicated location of the subject parcel on any of the attached maps is approximate.
TAX MAP OF SUBJECT PARCEL
Blue is estimated parcel acquisition/Red is estimated stormwater easement
These areas are Approximate
NOTICE TO THE PROPERTY OWNER

Steven W. Bartelt, MAI, SRA, AI-GRS
Real Estate Appraisal Consultants

FO Box 3169
Turnersville, NJ 08012
856-962-0682
Stbartelt20@comcast.net

9 March 2020

Via Regular & Certified Mail

Route 553 Retail, LLC
307 Fellowship Rd. Suite 300
Mt Laurel, NJ 08054

RE: Gloucester County Fossil Park
615-645 Woodbury-Glassboro Rd
Block 242, Lot 7.02
Mantua Township, Gloucester County, NJ

Dear Sirs:

I am a State License Real Estate Appraiser and have been retained by the County of Gloucester to value a portion of your property property for the potential purchase in connection with the Fossil Park.

There are two separate takings. The first is an easement for stormwater. The easement covers about 0.134+/- acres. The second is a fee taking. To the best of my knowledge this does not impact any of the improvements on the site currently. It is a partial taking containing about 8.65+/- acres.

This letter is to inform you of my appraisal plans and that, although you are not required to do so, you have every right to accompany me on my inspection. If you wish to set a meeting time, please contact me at my office number above.

The purpose of my report is to provide the County with an estimate of value. For negotiation purposes. You should also understand that if negotiations are unsuccessful the County has the power of eminent domain.

I have also attached a list of items that are often helpful in the appraisal process. Please provide those items which you have and may wish to share. If you do not have the item listed that is fine. If convenient you may email the material to me.

Please call if you have any questions. I'd be happy to speak with you at any time.

Sincerely,

Steven W. Bartelt, MAI, SRA, AI-GRS

ATTACH: Only included in the Certified Mail
REQUESTED DOCUMENTATION

ALL documents are treated as confidential papers and cannot be released to anyone except the client. Remember however that my Client is a governmental agency. The items are presented in no particular order. Please do not assign any level of importance with the order of presentation.

Please supply that information which is available. I understand that not all of the information requested will be available to you. Please supply what you can. Although copies are appreciated, originals will be returned (please indicate which are originals).

1) SURVEY OF SUBJECT PARCEL

2) DEED TO SUBJECT PARCEL, DEEDS TO ANY EASEMENTS — this would include any document that would encumber the fee simple real property rights of the subject parcels — only as it applies to the taking area

3) ANY SUBDIVISION APPROVALS/IMPROVEMENTS — include subdivision plan & specifications - even if expired/pending or planned but not yet approved.

4) SITE DEVELOPMENT COSTS — IMPROVEMENT COSTS & OR DEMOLITION COSTS — ANY CONSTRUCTION PLANS AND SPECIFICATIONS — only as it applies to the taking area

5) ALL LEASES — LAND/BUILDING OR OTHER include expired leases within one year — only as it applies to the taking area

6) ORIGINAL SALES CONTRACT OR CURRENT CONTRACT FOR SALE

7) DISCLOSE ANY OPTIONS TO PURCHASE, CURRENT LISTING AGREEMENT, OUTSTANDING CONTRACTS FOR SALE, OR OTHER LEASE OFFERS — please provide copies of the documents

8) TITLE INSURANCE POLICY/REPORT — Especially Schedule C which provides a legal description of the parcel(s) — only as it applies to the taking area

9) TOPOGRAPHIC MAPS OR REPORTS, SOIL TEST RESULTS, WETLANDS DELINEATIONS

10) ANY PHYSICAL DESCRIPTION OR DATA - this would include construction plans, building layouts, site plans, blueprints, and the like...please include any information on Zoning Variances

11) FLOOD HAZARD INFORMATION and METHOD/FACILITIES FOR STORM WATER CONTROL. Detention Basin, Municipal Drains etc.

12) UTILITIES AVAILABLE TO THE SITE — CAPACITY
    Electric - Total Amps and Phase
    Natural Gas, Water, Sewer, Cable

13) HANDICAPPED FACILITIES or PLANNED COMPLIANCE WITH ADA — only as it applies to the taking area

14) DISCLOSE ANY INFORMATION REGARDING UNDERGROUND STORAGE TANKS (UST’S) OR LEAKING UNDERGROUND STORAGE TANKS (UST’S)

15) DISCLOSE ANY INFORMATION ON EASEMENTS, DEED RESTRICTIONS, RIGHTS OF WAY ENCROACHMENTS - existing or pending — this would include any areas that are in any type of land preservation program, permanent or otherwise

16) ANY ENVIRONMENTAL AUDITS & OR PHASE I, II, AND/OR III STUDIES
WETLANDS MAP
Boundaries Approximate
AERIAL PHOTOGRAPH
Boundaries Approximate
Blue is estimated parcel acquisition/Red is estimated stormwater easement
These areas are Approximate
Gloucester County, New Jersey (NJ015)

<table>
<thead>
<tr>
<th>Map Unit Symbol</th>
<th>Map Unit Name</th>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>BumA</td>
<td>Buddtown-Deptford complex, 0 to 2 percent slopes</td>
<td>3.7</td>
<td>18.8%</td>
</tr>
<tr>
<td>FmhhAt</td>
<td>Fluvaquents, loamy, 0 to 3 percent slopes, frequently flooded</td>
<td>2.0</td>
<td>10.2%</td>
</tr>
<tr>
<td>FrkF</td>
<td>Freehold sandy loam, 25 to 40 percent slopes</td>
<td>0.3</td>
<td>1.7%</td>
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<tr>
<td>FrkB</td>
<td>Freehold-Urban land complex, 0 to 5 percent slopes</td>
<td>0.4</td>
<td>1.6%</td>
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<tr>
<td>PHG</td>
<td>Pits, sand and gravel</td>
<td>8.9</td>
<td>45.5%</td>
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<tr>
<td>UR</td>
<td>Urban land</td>
<td>0.5</td>
<td>2.7%</td>
</tr>
<tr>
<td>WeeB</td>
<td>Westphalia fine sandy loam, 2 to 5 percent slopes</td>
<td>1.1</td>
<td>5.7%</td>
</tr>
<tr>
<td>WeeC</td>
<td>Westphalia fine sandy loam, 5 to 10 percent slopes</td>
<td>2.6</td>
<td>13.6%</td>
</tr>
</tbody>
</table>

**Totals for Area of Interest**

<table>
<thead>
<tr>
<th>Acres in AOI</th>
<th>Percent of AOI</th>
</tr>
</thead>
<tbody>
<tr>
<td>19.5</td>
<td>100.0%</td>
</tr>
</tbody>
</table>
CITED REFERENCES USED IN THIS REPORT


Professional Qualifications/Curriculum Vitae

Born in Camden, NJ and raised in Haddon Township, Mr. Bartelt attended Haddon Township High School; class of 1974. Mr. Bartelt was an undergraduate at Washington and Jefferson College, Washington, Pennsylvania, class of 1978, graduating with a Bachelors degree in Biological Sciences. He did graduate work at Glassboro State College (now Rowan University) environmental studies program, earning a Masters degree in 1986. As a graduate student Mr. Bartelt also did classroom work at the University of Delaware, College of Marine Studies, Lewes, and Rutgers University, Camden.

He earned the AI-GRS in 2017. The AI-GRS membership designation is held by professionals who can provide reviews of appraisals of a wide range of property types, including commercial, industrial, agricultural, residential, vacant land and others. These individuals possess experience and knowledge that give them the tools to address the issues unique to general and commercial real property reviews.

He earned the MAI, in 1993, from the Appraisal Institute. The MAI is awarded to individuals that possess commercial property valuation experience and knowledge. The MAI membership designation is held by professionals who can provide a wide range of services relating to all types of real property, such as providing opinions of value, evaluations, review, consulting and advice regarding investment decisions, among others. Property types may include commercial, industrial, agricultural, residential, vacant land and others.

To become a MAI Designated member of the Appraisal Institute, an individual must, have good moral character, meet standards and ethics requirements, pass education requirements, pass a final comprehensive examination, submit specialized experience, and receive credit for the demonstration of knowledge requirement.

He earned the SRA, in 1988, from the Appraisal Institute. The SRA membership designation is held by professionals who can provide a wide range of services relating to residential properties, including providing opinions of value, evaluations, reviews, consulting and advice regarding investment decisions, among others.

All designated members of the Appraisal Institute agree to adhere to the Appraisal Institute code of professional ethics and standards of professional appraisal practice, underscoring their commitment to sound and ethical professional practice.

In addition to that, I have passed the NJ CTA exam (1988), earned the SRPA designation in 1990, and the IPA designation in 1985.

Since 1982 Mr. Bartelt has been involved in the full time practice of real estate appraisal. In addition to the above achievements he complies with the continuing education requirements of licensure.

During his professional career Mr. Bartelt has had occasion to appraise or consult on a wide variety of assignments, as well as, instruct students in appraisal theory and application. Assignments have included the straightforward fee simple, as well as, increasingly complex property conditions, i.e., environmental conditions, feasibility analysis, abandoned subdivisions, contaminated property, deed restrictions, easement purchase, partial interest, leasehold and leased fee valuations; from intensely urban to rural farmland.

Mr. Bartelt is currently a MAI, SRA, AI-GRS member of the Southern New Jersey Chapter of the Appraisal Institute. In the Southern New Jersey Chapter he has held every elected office, including President, 1994, and is a member of the Board of Directors, 1989 – 2001, 2005-2007, and 2017 – present.

During his professional career Mr. Bartelt has had occasion to appraise or consult on a wide variety of assignments, as well as, instruct students in appraisal theory and application. Assignments have
included the straightforward fee simple, as well as, increasingly complex property conditions, i.e.,
environmental conditions, feasibility analysis, abandoned subdivisions, contaminated property, deed
restrictions, easement purchase, partial interest, leasehold and leased fee valuations; from intensely
urban to rural farmland.

Property types dealt with include commercial and industrial properties; agricultural and residential
property; governmental facilities.

His practice is limited to the Southern New Jersey region.

Reports prepared by Mr. Bartelt have been used in eminent domain (State, County and Municipal), IRS
proceedings, easement, foreclosure, purchase, tax appeals, RTC auction, equitable distribution,
bankruptcy proceedings, estates, counseling, financing, wetlands, civil litigation, Pinelands mitigation,
corporate relocation and municipal reassessment.

He is licensed by the State of NJ as a General Certified Real Estate Appraiser, license #42RG00011400.

Appraisals have been performed for private individuals, attorneys, courts, land trusts, state, municipal
and county governing bodies, state and federal agencies, national corporations and lending institutions.
He has testified as an expert witness in Federal Bankruptcy Court, NJ Tax Court, Superior Court,
County Tax Boards, County Commissioners Hearings and at Municipal Zoning/Planning Boards.

Mr. Bartelt maintains a general real estate appraisal practice and is knowledgeable in a wide range of
valuation procedures. He furthers his appraisal background through both practical experience and
classroom activities.
DESCRIPTION
Proposed Stormwater Easement
Block 242, Lot 7.02
Township of Mantua
Gloucester County, New Jersey

ALL THAT CERTAIN tract or parcel of land, situate in the Township of Mantua, Gloucester County, and State of New Jersey, bound and described as follows;

BEGINNING at a point in the proposed southerly right of way line of Mantua Boulevard and the remainder of Existing Lot 7.02, Block 242, also located in the division line with existing Lot 7, as shown on the Easement Exhibit for the Extension of Mantua Boulevard in the Township of Mantua, Gloucester County, New Jersey, thence;

1. S 17°37'09" E, along the division line of Existing Lot 7 and Existing Lot 7.02, Block 242, a distance of 83.95 feet to a point for corner in same, thence;

2. S 28°00'55" W, along same, a distance of 36.15 feet, to a point of angle for corner, thence;

3. S 77°28'52" W, along same, a distance of 20.70 feet, to a point of angle for corner, passing through the division line of Existing Lot 7 and Existing Lot 7.02 into Lot 7.02, thence;

4. S 89°25'57" W, a distance of 19.32 feet, to a point of angle for corner, thence;

5. N 00°34'03" W, a distance of 150.55 feet, to a point of angle for corner in the proposed southerly right of way line of Mantua Boulevard, thence;

6. Curving to the right in a southeasterly direction, with a radius of 220.00 feet, an arc distance of 47.14' feet (central angle 12°16'33"), having a chord bearing of S 43°50'23" E and a chord distance of 47.05 feet to a point of non-tangency also known as the point and place of beginning.

CONTAINING: 5,825.12 Sq. Ft. or 0.134 AC.

BEING KNOWN as Proposed Stormwater Easement.
DESCRIPTION
Parcel Acquisition
Block 242, Lot 7.02
Township of Mantua
Gloucester County, New Jersey

ALL THAT CERTAIN tract or parcel of land, situate in the Township of Mantua, Gloucester County, and State of New Jersey, bound and described as follows;

BEGINNING at a point in the division line between Lot 7.02, Block 242 and Lot 1, Block 198.03, as shown on the official tax map of Township of Mantua, Gloucester County, New Jersey, said point being in the easterly line of Woodbury-Glassboro Road a.k.a. (County Route No. 553, Variable Width). Said point being 54.00 feet measured easterly and at right angles from the centerline of Woodbury-Glassboro Road, a.k.a. (County Route No. 553), thence;

1. N 84°40'33" E along the said division line between Lot 1, Block 198.03, and Lot 7.02 Block 242, said tax map, a distance of 690.76 feet, to a point for corner, thence;
2. N 2°54'34" E, a distance of 115.71 feet, to a point for corner, thence;
3. S 53°38'38" E, a distance of 66.95 feet to a point for corner, thence;
4. S 76°03'18" E, a distance of 50.79 feet, to a point of angle for corner, thence;
5. S 53°25'33" E, a distance of 35.04 feet, to a point of angle for corner, thence;
6. S 21°22'16" E, a distance of 46.79 feet, to a point of angle for corner, thence;
7. S 3°37'27" E, a distance of 68.84 feet, to a point of angle for corner, thence;
8. S 16°57'07" E, a distance of 66.00 feet, to a point of angle for corner, thence;
9. S 8°37'48" W, a distance of 40.45 feet, to a point of angle for corner, thence;
10. S 21°07'45" W, a distance of 34.98 feet, to a point of angle for corner, thence;
11. S 6°51'19" E, a distance of 24.52 feet, to a point of angle for corner, thence;
12. S 17°37'09" E along said division line, a distance of 40.68 feet, to a point of non-curvature, thence;
13. Curving to the left in a northwesterly direction, with a radius of 220.00 feet, an arc distance of 221.80 feet (central angle 57°45'54"), having a chord bearing of N 66°35'03" W and a chord distance of 212.53 feet to a point of non-tangency, thence;
14. S 39°45'33" W, a distance of 134.72 feet, to a point of angle for corner, thence;

15. S 26°58'57" W, a distance of 265.77 feet, to a point of angle for corner, thence;

16. S 32°44'24" W, a distance of 162.39 feet, to a point of angle for corner in same, thence;

17. S 50°09'54" W, a distance of 61.88 feet, to a point of curvature, thence;

18. Curving to the left in a southerly direction, with a radius of 127.00 feet, an arc distance of 116.37 feet (central angle 52°30'03"), having a chord bearing of S 23°54'52" W and a chord distance of 112.34 feet to a point of non-tangency, thence;

19. S 76°13'18" W, a distance of 105.67 feet, to a point for corner in the curved easterly line of Woodbury-Glassboro Road a.k.a. (County Route No. 553), thence;

20. Curving to the right in a northerly direction, with a radius of 14,945.99 feet, an arc distance of 227.19 feet (central angle 0°52'15"), having a chord bearing of N 13°20'35" W and a chord distance of 227.19 feet to a point of tangency, thence;

21. N 12°54'27" W, a distance of 557.38 feet to the point and place of beginning.

CONTAINING: 376,583.29 Sq. Ft. or 8.65 AC.

BEING KNOWN as Proposed Parcel Acquisition.
March 26, 2020

File No. 09408-

Sent Certified Mail and Regular Mail

Route 553 Retail LLC
301 Fellowship Road, Suite 100
Mount Laurel, New Jersey 08054

Re: Gloucester County—Acquisition of fee simple parcel and easement parcel of a portion of 615-645 Woodbury-Glassboro Road, Mantua Township, New Jersey, known as Tax Block 242, Lot 7.02

Dear Sir or Madam:

Please be advised that this office represents the County of Gloucester. As you may be aware, the County is in the planning process for a project connected with the Fossil Park.

As part of this process, the County’s engineers have determined that it will be necessary to acquire fee simple title to a portion of your property located at Block 242, Lot 7.02 (Mantua Township), as well as an easement for stormwater purposes across a portion of your property. The easement would contain approximately 0.134 acres of land, and the fee acquisition would contain approximately 8.645 acres. I know that you have been previously contacted by the County’s appraiser, Steven Bartelt, of the County’s interest in your property. To that end, the County has contracted to have an appraisal completed of your property so that it may offer you the fair market value of the cost of the fee simple and easement acquisition on same.

I would appreciate if you would contact me at your earliest convenience to discuss the County’s fee simple and easement acquisition on your parcel.

If you are planning to utilize legal counsel to help you in this process, please have that individual contact me on your behalf.
Looking forward to hearing from you or your counsel, I remain,

Very truly yours,

\[\text{Signature}\]

SUSAN E. BACSO

cc: Vincent M. Voltaggio
    David Lubelski
    Linda A. Galella, Esq.
    Eric Campo, Esq., County Counsel
    Emmitt Primus, Esq., Asst. County Counsel
February 18, 2022

The Honorable Frank J DiMarco
Director, Gloucester County
Gloucester County Administration Building
2 South Broad Street
PO Box 337
Woodbury, New Jersey 08096

Dear Director DiMarco,

As you are aware, the Department of Transportation has agreed to provide Gloucester County $12,000,000.00 from the Transportation Trust Fund for the Rowan University Fossil Park Roadway and Intersection Improvement at Woodbury Glassboro Road (CR 53) Project.

Please return three signed and sealed originals of the Agreement to the following address:

Division of Local Aid and Economic Development
1035 Parkway Avenue
Main Office Building, 3rd Floor
Trenton, NJ, 08625

I can be contacted at 609-963-2021 if you have any questions regarding this matter.

Sincerely,

[Signature]
Laine Rankin
Director
Division of Local Aid and Economic Development

c James N. Hogan, County Clerk,
Vince Voltaggio, County Engineer
County of Gloucester
Rowan University Fossil Park Roadway and Intersection Improvement at Woodbury Glassboro Road (CR 533)

THIS AGREEMENT ("Agreement") made this ___ day of February, 2022, by and between (i) the New Jersey Department of Transportation ("Department"), a principal department of the State of New Jersey, and (ii) the County of Gloucester ("County" or "Grantee") (collectively "Parties").

WHEREAS, the County and the State of New Jersey ("State"), acting by and through the Commissioner of Transportation ("Department"), have recognized the need for the Rowan University Fossil Park Roadway and Intersection Improvement at Woodbury Glassboro Road (CR 533); and

WHEREAS, the Rowan University Fossil Park Roadway will run from the existing intersection to the site of the new Rowan University Fossil Museum, a World Heritage site and is being developed by Rowan University; and

WHEREAS, the Rowan University Fossil Park Roadway and Intersection Improvement at Woodbury Glassboro Road (CR 533) Project ("Project") will be modified to also control the entrance roadway, which will come into the intersection directly across from Mantua Boulevard; and

WHEREAS, a copy of the Scope of Work can be found in Exhibit "A" which is incorporated into this Agreement as if set forth verbatim; and

WHEREAS, the County has agreed to cause the design and construction of the Project and the financing thereof; and

WHEREAS, the County is seeking financial assistance from the Department for the Project; and

WHEREAS, the New Jersey Transportation Trust Fund Act, N.J.S.A. 27:18-1 et seq., authorizes the Department to allocate transportation improvement funds to counties, pursuant to legislative appropriations, for certain transportation projects, including the Project; and

WHEREAS, the Department has determined to make a grant from the Transportation Trust Fund to the County for the advancement of the Project, as such the Project has been determined to be beneficial to the State’s transportation system; and

NOW THEREFORE, in consideration of the promises and the mutual covenants and representations contained herein and intending to be legally bound, the parties hereby agree as follows:

1. Grant Award

a. Subject to appropriations and the availability of funds and in accordance with the terms of this Agreement, the Department
will grant the County the amount of $12,000,000.00 "Project Allotment") for the construction of the Project.

b. This grant of funds is subject to the GRANT AGREEMENT FOR STATE AID TO COUNTIES AND MUNICIPALITIES TERMS AND CONDITIONS ("Terms and Conditions"), attached hereto as Exhibit B, which are incorporated into this Agreement as if set forth verbatim.

c. Costs exceeding the Project Allotment of $12,000,000.00 provided by this Agreement shall be the sole responsibility of the County.

d. The County agrees that these funds will be used for actual costs associated with the Project.

e. "Actual Costs" under this Agreement shall mean costs for the Project incurred from and after the date on which this Agreement is fully executed subject to the terms of this Agreement and the Terms and Conditions.

2. Provision of Funds

a. Upon concurrence of award by the Department for construction, the County may invoice up to 25% of the award amount, or 25% of the Project Allotment, whichever is less.

b. After providing appropriate documentation for the initial invoice, the County may request progress payments on a monthly basis when the total amount of reimbursement requested is not less than $50,000.00. Otherwise, final payment will be paid on a reimbursement basis after the Department notifies the County to submit a final payment voucher.

c. Any construction undertaken prior to Department concurrence in the award of the project, shall be subject to non-participation.

d. The County shall maintain records of expenditures for at least three years after the completion of the Project ("Document Retention Period"). The Department shall have the right to review, audit and inspect the records at any time during the term of this Agreement and during the document retention period.

3. The County shall comply with all applicable federal, state and public contracting and procurement laws, in performing work utilizing the funds provided under this Agreement and the Terms and Conditions.

4. Indemnification and Insurance

a. The County agrees to cause each of its professional services consultants performing work for or in connection with the Project, to assume all risk of loss or damage to property or
injury to, or death of, persons arising out of any negligent act, error or omission of the consultant, and the County agrees to cause each such consultant to defend, at its own expense, the Department, its officers and employees, against any and all suits, claims, losses, demands, or damages of whatsoever kind or nature, arising out of, or claimed to arise out of, or relating in any way to, the work of the Project or the breach of any contract performing to the Project by said consultant.

b. The County agrees to cause each of its contractors performing work for, or in connection with, the Project, to assume all risk of loss or damage to property or injury to, or death of, persons arising out of any act, error or omission of the contractor, and the County agrees to cause each such contractor to defend, at its own expense, the Department, its officers and employees, against any and all suits, claims, losses demands, or damages of whatsoever kind or nature, arising out of, or claimed to arise out of, or relating in any way to, the work of the Project or the breach of any contract pertaining to the Project by said contractor.

c. The County shall cause to be maintained by all consultants and contractors working on the Project policies of commercial general liability and other liability insurance with limits acceptable to the County and the Department, covering claims arising out of or claimed to arise out of the work performed for or in connection with the Project, pursuant to which the County shall be an insured or included as a named or additional insured, and the County shall, at no expense to the Department, cause the Department, its officials and employees, to be named as an additional insured under all such policies except professional liability with respect to any claims arising out of, or claimed to arise out of, or relating in any way to the work of the Project.

d. The County shall defend, indemnify, protect and save harmless the State, its officers and employees from and against any and all suits, claims, losses, demands, or damages of whatsoever kind or nature, including but not limited to personal injury claims, wrongful death claims, property damage claims, contractual liability claims, and statutory violation claims arising out of or claimed to arise out of any matter covered by this Agreement. The County shall at its own expense, if requested by the State, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith; and if any judgment shall be rendered against the State in any such action, County shall at its own expense satisfy and discharge the same. If the County shall be required to defend in any action or proceeding pursuant to this Agreement to which action or proceeding the State is made a party, the State shall be entitled to participate in the matter, at its election and sole
cost; provided, however, that any such action by the State does not limit or make void any liability of the County in respect to the claim or matter in question.

e. No Commissioner, Mayor, freeholder, officer, employee, or agent of the parties to this Agreement shall be held personally liable under any provision of this Agreement or because of its execution or because of any breach or alleged breach of this Agreement.

5. Dispute Resolution

All disagreements concerning this Agreement shall be initially submitted to the Gloucester County Engineer, or designee and the Director, of Local Aid & Economic Development of the Department, or designee, on behalf of the State for review and determination. In the event a determination acceptable to the parties is not made at this level, the Parties shall then submit such disagreement to the Business Administrator of the County and the Assistant Commissioner, Planning, Multimodal and Grants Administration, of the Department for their review and decision. In the event that the County Administrator of the County and the Assistant Commissioner, Planning, Multimodal and Grants Administration, do not agree, then either party may seek all available legal or equitable remedies, except as expressly limited by this Agreement.

6. Notices

If to the Department:

Laine Rankin, Director
Local Aid & Economic Development, CN 600
New Jersey Department of Transportation
1035 Parkway Avenue
Trenton, NJ 08625

If to the County:

Chad Bruner, County Administrator
County of Gloucester, New Jersey
2 South Broad Street
Woodbury, New Jersey 08096
(856)853-3275

7. General

a. WORK CESSATION. After the initiation of the design phase of the Project and in the event that, prior to the execution of a contract for the construction of the Project, the County determines, for any reason(s) whatsoever, not to proceed with or continue the effectuation of the Project, the County shall so notify the
Department and immediately cause all work on the Project to cease. Within 30 days of its notice to the Department, the county shall provide the Department with an accounting of all Actual Costs incurred to the date of the notice. The County shall be responsible for reimbursing the Department for all actual costs funded by the NJDOT from the commencement of the design phase of the project to the date of work cessation.

b. **Modifications.** This Agreement may only be modified in writing signed by both Parties.

c. **No Third-Party Beneficiaries.** Nothing in this Agreement shall create any third-party beneficiary’s right in any person not a party to this Agreement.

d. **Resolution.** South Amboy shall attach a resolution from the governing body authorizing South Amboy to enter into this Agreement.

e. **Preamble.** The Preamble to this Agreement is incorporated as part of this Agreement as if fully set forth at length herein.

f. **Governing Law.** This Agreement and any litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations, and rules of evidence of the State of New Jersey without reference to its conflict of laws principles. Any litigation arising out of or in connection with this Agreement shall take place in a court of competent jurisdiction in New Jersey and shall be subject to the provisions of the New Jersey Tort Claims Act, N.J.S.A. 59:1-1 et seq., and the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq.

g. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties and all of their heirs, legal representatives, attorneys, shareholders, former shareholders, officers, directors, principals, employees, agents, divisions, parent companies, subsidiaries or affiliated corporations, predecessors, successors, insurers, and assigns.

h. **No Waiver.** The failure of the Department to seek redress for violation of, or insist upon the strict performance of any covenant or condition of this Agreement shall not prevent a subsequent act which would have originally constituted a violation from having all the force and effect of the original violation. The payment of any amounts by the Department with knowledge of a breach of any of the covenants of this Agreement shall not be deemed a waiver of such a breach and no provisions of this Agreement shall be deemed to be waived by the Department unless such waiver is in writing and signed by the Department.

i. **Amendments.** Any amendment to this Agreement shall be set forth in
writing and signed by an authorized representative of each Party in order to become effective.

j. **Counterparts, Captions.** This Agreement may be executed in any number of separate counterparts and each counterpart shall be considered an original and together shall comprise the same Agreement. The captions or headings in this Agreement are strictly for convenience and shall not be considered in interpreting this Agreement.

<REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.>

<SIGNATURE PAGE TO FOLLOW.>
This Agreement has been duly executed on the day and year first written above.

ATTEST/SEAL:

COUNTY OF GLOUCESTER
By:

Frank J. DiMarco,
County Commissioner

NEW JERSEY DEPARTMENT OF TRANSPORTATION
By:

Laine Rankin,
Director,
Local Aid And Economic Development

Anika James
Department Secretary

This Agreement has been reviewed and approved as to form only.

MATTHEW J. PLATKIN
Acting Attorney General of New Jersey

By:

Brad M. Reiter
Deputy Attorney General

Date:
Scope of Work Exhibit “A”

Project Purpose and Need

Rowan University, a New Jersey State public university, is a Carnegie-classified national doctoral research institution dedicated to excellence in undergraduate education. Founded in 1923, Rowan University has evolved from a teacher preparation school to a comprehensive research university that’s ranked among the best national public research universities in the nation.

This project is required to construct the entrance roadway for the proposed expansion of Rowan University’s Fossil Park. The Rowan University Fossil Park is considered the best site east of the Mississippi River to discover remains from the late cretaceous period. Fossilized remains from dozens of prehistoric marine animals have been discovered, including sharks, crocodiles, and Mosasaurus.

Plans for the Rowan University Fossil Park include transforming the Park into a world-class destination for scientific discovery and “citizen science” by establishing a world-class museum and visitor center focusing on STEM (Science, Technology, Engineering and Mathematics) education; laboratory spaces for research, a paleontology-themed playground; and social spaces. The nationally and world-renowned educational center for people of all ages (scientists, college students, teachers, school children, scouting groups, seniors) provides STEM education through one-of-a-kind, hands-on discovery and world-class research.

The Fossil Park will include a state-of-the-art museum and visitor center, a fossil preparation lab that will reveal how scientists study fossils, a nature trail, a paleontology-themed playground, social spaces to accommodate special events and—most importantly—the opportunity for students and families to participate in paleontological digs at the site. Future development may include a potential hotel, restaurants and small retail area.

Since 2012, Rowan University has hosted community Dig Days at the quarry in partnership with Mantua Township’s Economic Development Office and the Gloucester County Board of Chosen Freeholders. World renowned paleontologist Dr. Kenneth Lacovara, founding dean of Rowan’s School of Earth & Environment, directs the Fossil Park. Since the opening, over 15,000 visitors have searched for fossils in the park. However, after the park expansion, the attendance is anticipated to increase to between 125,000 and 250,000 annually, with 1,000 guests per day over the summer and up to 4,000 guests per day on promotional days. The proposed Fossil Park grounds will include outdoor amenities including the fossil pit, educational areas, amphitheater, nature trails, boardwalks, wetland groves, and playgrounds. The museum, fossil site and outdoor trails and playgrounds will be open 7 days a week.

Existing Access Point

The existing access point is an unsignalized intersection with CR553 located approximately 150’ north of the Rt. 55 SB exit ramp merge point on CR553 NB and 300’ south of the Mantua Square (Lowes) Shopping Center intersection. Due to the current lower turning volumes into the site from CR553, the vehicle conflicts at the unsignalized intersection are limited. However, increased turning volumes resulting from the proposed expansion will create significantly more vehicle conflicts and increase the potential for accidents. A traffic signal is warranted for safe intersection operation but cannot be
provided at this location due to constraints including the close proximity to the Route 55 interchange and the existing traffic signal at the mantua Square shopping center. In addition, bicycle and pedestrian connectivity cannot be provided without a traffic signal. Given the immediate proximity of the ramps to/from NJ 55 and the high vehicular volumes on CR553, this access point is not considered a safe location for the main access point for the proposed Fossil Park.

Alternatives Analysis

Several access point locations and roadways were evaluated to determine which alternative minimized impacts to the community, traveling public, and the environment. Impacts to any of these entities require mitigation which can considerably affect the proposed project cost and schedule.

Proposed Access – Mantua Blvd (CR 676) / Woodbury-Glassboro Road (CR 553) Signalized Intersection

The proposed access point is located at the existing signalized T-intersection with Woodbury-Glassboro Road (CR 553) and Mantua Blvd (CR 676). The proposed Mantua Boulevard (CR 676) Extension will serve as an entrance roadway to the newly planned Rowan University Fossil Park and adjacent planned supporting development. The overall area is planned as the Rowan University Fossil Park Welcome Center, the Fossil Museum and Dig Center, Fossil Laboratory, classrooms, and café. Future development may include a potential hotel, restaurants and a small retail area. The extension will start at the signalized intersection of CR 553 and head in a generally east direction for approximately 900 feet to the proposed Rowan University Fossil Park site and continue in the south direction for another 1,700 feet to the existing Mantua Township access road adjacent to Route 55.

Given the existing steeply sloped and irregular terrain between CR 553 and the Rowan Fossil Park site, this portion of the roadway (approximately 800 feet) will be contained within retaining walls. Pipe crossings will be required under the roadway and through the retaining walls to convey the flows from the existing drainage swales, basin emergency overflow, and to accommodate the existing pipe bridge. The remaining roadway within the Rowan Fossil Park site will be a typical curb and berm section. The horizontal alignment between CR 553 and the Rowan Fossil Park site does not have much design flexibility. The proposed roadway needs to be aligned to minimize impacts to the adjacent drainage ditches, basins, watercourses, wetlands, and conservation easement area. In addition, the roadway needs to be aligned in between the existing pipe bridge structure and the existing basin for the Mantua Square (Lowes) shopping center. Within the Rowan Fossil Park site, the roadway alignment has more flexibility, but the goal is to keep the roadway as close to the southern property line as possible and utilize the existing gravel road access alignment to maximize the developable area on the remaining Rowan University parcel.
EXHIBIT “B”

GRANT AGREEMENT FOR STATE AID TO COUNTIES AND MUNICIPALITIES
TERMS AND CONDITIONS

GENERAL

I. Compliance with Existing Laws
II. Financing and Insurance
III. Indemnification
IV. Assignability
V. Availability of Funds

PRE-GRANT AWARD REQUIREMENTS

VI. Special Grant Conditions for "High Risk" Grantees

POST-GRANT AWARD REQUIREMENTS

VII. Financial Management System
VIII. Method of Payment
IX. Allowable Costs
X. Matching and Cost Sharing
XI. Interest
XII. Audit Requirements
XIII. Budget Revision and Modification
XIV. Property Management Standards
XV. Procurement Standards
XVI. Monitoring of Program Performance
XVII. Financial and Performance Reporting
XVIII. Access to Records
XIX. Record Retention
XX. Enforcement
XXI. Termination and Suspension

AFTER-THE-GRANT REQUIREMENTS

XXII. Grant Closeout Procedures
I. Compliance with Existing Laws

A. The Grantee, in order to permit the Department to award this grant, agrees to comply with all applicable Federal, State and municipal laws, rules, and regulations.

B. These laws and regulations include, but are not limited to the following:

1. Federal Office of Management and Budget (OMB) documents:
   http://www.whitehouse.gov/omb/circulars/

2. New Jersey Department of the Treasury, Office of Management and Budget documents:
   a) Circular Letter 04-04-OMB, Single Audit Policy for Recipients of State Grants and State Aid:
      https://www.state.nj.us/infobank/circular/cir1508_omb.pdf
   b) State Grant Compliance Supplement:
      https://www.state.nj.us/treasury/omb/stategrant.shtml
   c) Circular Letter 07-05-OMB, Grant Management – Agreement Contract:
      http://www.state.nj.us/infobank/circular/cir0705b.pdf

3. State Affirmative Action Legal Citations:
   The Grantee agrees to require its contractors to comply with the requirements of N.J.A.C. 17:27, applicable provisions of N.J.S.A 10:5, et. al., and P.L. 1975, c.127 and all implementing regulations.

4. The Grantee will comply with N.J.A.C. 16:20A, N.J.A.C. 16:20B and any supplemental compliance statements by the Department must be complied by the grantee.

5. The Grantee will comply with Title VI of the 1964 Civil Rights Act.

6. The Grantee shall advertise and award the contract in accordance with the provisions of the Local Public Contracts Law, N.J.S.A. 40 A:11-1 et. seq.

7. The Grantee will comply with all applicable election laws and conflict of interest and ethics laws and regulations, including the NJDOT Code of Ethics for Vendors, available at:
   http://www.state.nj.us/transportation/business/procurement/ethics.shtml

Failure to comply with the laws, rules and regulations may be grounds for termination of this grant.

II. Financing and Insurance
A. The Grantee shall arrange for financing of the total cost of the project provided for in this Agreement.

B. Insurance shall be provided by the Grantee and proof of bonding and insurance must be retained on file by the Grantee. In its agreements for professional and non-professional services, the Grantee shall require the provisions of public liability insurance and every such policy shall include the Grantee and State as additional insured.

III. Indemnification

The Grantee shall be solely responsible for and shall keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Grantee’s services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Grantee’s services that 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 Grantee’s failure to provide for the safety and protection of its employees, whether or not due to negligence, fault, or default of the Grantee. The Grantee’s responsibility shall also include all legal fees and costs that may arise from these actions. The Grantee’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.

IV. Assignability

The Grantee shall not assign any of the work or services covered by this grant, nor shall any interest be assigned or transferred except as may be provided for in this grant or with the express written approval of the Department.

V. Availability of Funds

The Recipient shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the grant award period set forth in the Grant Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant Agreement.
VI. Special Grant Conditions For "High Risk" Grantees

A. A Grantee award may be considered "high risk" if the Department determines that a Grantee:
   1. Has a history of unsatisfactory performance.
   2. Is not financially stable.
   3. Has a financial management system which does not meet the standards set forth in Paragraph VIII.
   4. Has not conformed to terms and conditions of previous grant awards.
   5. Is otherwise not responsible.

B. If the Department determines that grant award will be made to high risk Grantee, special conditions and/or restrictions shall correspond to the high risk condition and shall be included in the grant award. These conditions may include the following and will be guided by N.J.A.C. 16:20A, N.J.A.C. 16: 20B:
   1. Payment on a reimbursement basis.
   2. Withholding authority to proceed to the next phase until receipt or evidence of acceptable performance within a given funding period.
   3. Requiring additional, more detailed financial reports.
   4. Additional project monitoring.
   5. Requiring the Grantee to obtain technical or management assistance.
   6. Establishing additional prior approvals.

C. If a Department decides to impose such conditions, the Department official will notify the Grantee as soon as possible, in writing, of:
   1. The nature of the special conditions/restrictions.
   2. The reason(s) for imposing the special conditions.
   3. The corrective actions that must be taken before the special conditions will be removed by the Department and the time allowed for completing the corrective actions.
   4. The method of requesting reconsideration of the conditions/restrictions imposed.

VII. Financial Management System
A. The Grantee shall be responsible for maintaining an adequate financial management system and will immediately notify the Department when the Grantee cannot comply with the requirements established in this Section of the grant.

B. The Grantee’s financial management system shall provide for:

1. Financial Reporting:

   Accurate, current, and complete disclosure of the financial results of each grant in conformity with generally accepted principles of accounting, and reporting in a format that is in accordance with the financial reporting requirements of the grant.

2. Accounting Records:

   Records that adequately identify the source and application of funds for Department supported activities. These records must contain information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures and income.

3. Internal Control:

   Effective internal and accounting controls over all funds, property and other assets. The Grantee shall adequately safeguard all such assets and assure that they are used solely for authorized purposes.

4. Budget Control:

   Comparison of actual expenditures or outlays with budgeted amounts for each grant. Also, the relationship of the financial information with performance or productivity data, including the development of unit cost information required by the Department.

5. Allowable Cost:

   Procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of State requirements.

6. Source Documentation:

   Accounting records that are supported by source documentation.

7. Cash Management:

   Procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department.
C. The Department may require the submission of a Statement of Adequacy of the Accounting System.

D. A Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-grant award review or at any time subsequent to the grant award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph B above, additional information to monitor the grant may be required by the Department upon written notice to the Grantee, until such time as the system meets with Department approval. Failure to comply with any requirements imposed by the Department may result in termination or suspension as in paragraph XXII.

VIII. Method of Payment

A payment will be made to the Grantee in a manner determined by the Department and in accordance with N.J.A.C. 16:20A, N.J.A.C. 16: 20B, upon receipt by the Department of a properly executed copy of this grant.

IX. Allowable Costs

A. Limitation on Use of Funds
   1. The Grantee hereby certifies that all allotted funds shall only be spent on eligible costs for the approved project(s) as described in N.J.A.C. 16:20A, N.J.A.C. 16: 20B. The Department participation in cost will be guided as outlined in N.J.A.C. 16:20A, N.J.A.C. 16: 20B.

X. Matching and Cost Sharing

The Grantee shall be required to account to the satisfaction of the Department for matching and cost sharing requirements of the grant in accordance with State requirements.

XI. Interest

A. Charges for Unresolved Audit Findings

An interest charge on unallowable costs that are not repaid by the Grantee shall begin to accrue 30 days from the date the Grantee is notified of the debt. The interest shall continue to accrue while any appeal of the audit findings is underway. In the event the Grantee is successful in its appeal, the accrued interest will be eliminated. The Department shall establish the applicable rate of interest at a time the GRANTEE is notified of the debt.

B. Interest Earned on Advanced Payments

Grantees must deposit advances of State grants and State Aid payments in interest bearing accounts.
In accordance with the Terms and Conditions of the grant award, interest earned on advanced payments shall be reported.

XII. Audit Requirements

This grant is covered by the audit requirements of the Department of the Treasury Circular Letter 04-04-OMB, Single Audit Policy for Recipients of State Grants and State Aid - N.J.A.C. 16:20A, N.J.A.C. 16: 20B.

XIII. Budget Revision and Modification

A. This Section sets forth criteria and procedures to be followed by the Grantee in reporting deviations from the approved budget and in requesting approvals for budget revisions and modification. Revisions and modifications to this grant must be requested by the Grantee and approved by the Department in writing.

B. Grantee shall request approval in writing from the district manager when there is reason to believe a revision or modification will be necessary for the following reasons: Any change in work after the award of contracts shall be documented with a Department approved change order.
   1. Changes in the scope, project limits timing of the project or deviations from the approved budget.
   2. The need for additional funding or to extend the period of availability of funds.

C. When requesting approval for budget revisions, the Grantee shall clearly show the change in cost categories.

D. The budget variance request must be submitted in writing by the Grantee and must include an explanation of the reasons for the variance request.

XIV. Property Management Standards

Property furnished by the Department or acquired in whole or in part with Department funds or whose cost was charged to a project supported by Department funds shall be utilized and disposed of in a manner generally consistent with State requirements.

XV. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner generally consistent with State requirements.

Adherence to the standards contained in the applicable State laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.
XVI. Monitoring of Program Performance

A. The Grantee must assure compliance with applicable State requirements as outlined in N.J.A.C. 16:20A, N.J.A.C. 16:20B and that performance goals are being achieved. Grantee monitoring must cover each project, function or activity to monitor performance under grant supported activities to assure time schedules and objectives are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable.

B. The Grantee shall inform the Department of the following types of conditions which affect project objectives and performance as soon as they become known:
   1. Problems, delays, or adverse conditions which will materially impair the ability to attain project objectives, prevent meeting time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any Department assistance required to resolve the situation.
   2. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated, at a lower than anticipated cost, or produces a greater benefit than originally planned.

C. The Department may, at its discretion, make site visits to:
   1. Review project accomplishments and management control systems.
   2. Provide such technical assistance as may be required.
   3. Perform fiscal reviews to ensure grant funds are being properly expanded in a timely manner.

XVII. Financial and Performance Reporting

A. Not applicable to municipal grant except as it may pertains to Special Grant Conditions for “High Risk” Grantees as outlined in Paragraph VII B.

B. Financial and performance reporting for County Aid grants will be guided by NJAC 16:20A

XVIII. Access to Records

A. The Grantee in accepting this grant agrees to make available to the Department, or any of its duly authorized representatives, pertinent accounting records, books, documents and papers as may be necessary to monitor and audit Grantee's operations.

B. All visitations, inspections and audits, including visits and requests for documentation in discharge of the Department's responsibilities, shall as a general rule provide for prior notice when reasonable and practical to do so. However, the Department retains the right to make unannounced visitations, inspections, and audits as deemed necessary.
C. The Department reserves the right to have access to records of any consultant or contractor hired by the Grantee to perform tasks in connection with grant award and requires the Grantee to provide for Department access to such records.

D. The Department reserves the right to have access to all work papers produced in connection with audits made by the Grantee or independent certified public accountants, registered municipal accountants or licensed public accountants hired by the Grantee to perform such audits.

XIX. Record Retention

A. Except as otherwise provided, financial and programmatic records, supporting documents, statistical records and all other records pertinent to the grant shall be retained for a period of three years, unless Department funding statutes require longer periods or unless directed to extend the retention by the Department.

1. If any litigation, claim, negotiation, action or audit involving the records is started before the expiration of the three year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven year period, whichever is later unless otherwise directed by the Department.

2. Records for nonexpendable property acquired with Department funds shall be retained for three years after its final disposition, unless otherwise provided or directed by the Department.

B. For State purposes (unless otherwise provided):

1. General - The retention period starts from the date of submission of the final expenditure report, or for grants that are renewed annually, from the date of submission of the annual financial report.

2. Real Property and Equipment - The retention period for real property and equipment records starts from the date of the disposition, replacement or transfer at the direction of the awarding Department.

C. The Department may request transfer of certain records to its custody from the Grantee when it determines that the records possess long-term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

XX. Enforcement

A. Remedies for Noncompliance

If a Grantee materially fails to comply with the term of the grant award, whether stated in a State statute, regulation, assurance, State plan or application, a notice of award funding agreement, or elsewhere, the Department may take one or more of the following actions, as appropriate in the circumstances:
The GRANTEE may request informal meeting to discuss any proposed enforcement action by the Department.

1. Temporarily withhold cash payments pending correction of the deficiency by the Grantee.
2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend or terminate the current grant award.
4. Withhold further grant awards for the program.
5. Request the balance of grant funds to be returned and/or seek reimbursement for funds expended that were not in compliance with the terms and conditions of the grant agreement.
6. Take other remedies that may be legally available.
7. The Department will be guided by N.J.A.C. 16:20A, N.J.A.C. 16:20B.

B. Effects of Suspension and Termination

Costs incurred by the Grantee, resulting from obligations incurred by the Grantee during a suspension or after termination of an award, are not allowable to be applied against the grant unless the Department expressly authorizes them in the notice of suspension or termination or subsequently. Other Grantee costs during suspension or after termination which are necessary and not reasonably avoidable are allowable if the costs result from obligations which were properly incurred by the Grantee before the effective date of suspension or termination, and are noncancellable.

C. Relationship to Debarment and Suspension

The enforcement remedies identified in this Section, including suspension and termination, do not preclude the Grantee from being subject to State debarment and suspension procedures.

XXI. Termination and Suspension

A. The following definitions shall apply for the purposes of this Section:

1. Termination
   The termination of a grant means the cancellation of assistance, in whole or in part, under a grant at any time prior to the date of completion.

2. Suspension
   The suspension of a grant is an action by the Department which temporarily suspends the grant pending corrective action by the Grantee or pending a decision to terminate the grant by the Department.

3. Disallowed Costs
   Disallowed costs are those charges to the grant which the Department or its representatives shall determine to be either beyond the scope of the grant, excessive, or otherwise unallowable.
B. When the Grantee has failed to comply with grant award stipulations, standards, or conditions, the Department may suspend the grant and withhold further payments; prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee; or decide to terminate the grant in accordance with paragraph C below. The Department shall allow all necessary and proper costs, which the Grantee could not reasonably avoid during the period of suspension, provided they meet State requirements.

C. The Department may terminate the grant in whole or in part whenever it is determined that the Grantee has failed to comply with the conditions of the grant. The Department shall promptly notify the Grantee in writing of the determination and the reasons for the termination together with the effective date. Payments made to the Grantee or recoveries by the Department under the grant terminated for cause shall be in accord with the legal right and liability of the parties.

D. The Department and the Grantee may terminate the grant in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions, including the effective date and in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the effective date and shall cancel as many outstanding obligations as possible.

E. In the event that the Department approves funds in an amount less than requested, the GRANTEE, at its option, 1) may either rescind this Agreement or 2) continue with the project and assume the entire difference between the total cost of the project and the allotment of State funds or 3) reevaluate the project limits or scope and submit a letter of justification to the Department for approval. In the event the GRANTEE rescinds the Agreement, the allotted funds shall revert to the source of the funding.

F. The Department will be guided by N.J.A.C. 16:20A, N.J.A.C. 16:20B.

G. The Grant Closeout procedures in paragraph XXIII of the grant shall apply in all cases of termination of the grant.

XXII. Grant Closeout Procedures

A. The following definitions shall apply for the purpose of this Section:

1. Grant Closeout

   The closeout of a grant is the process by which the Department determines that all applicable administrative actions and all required work of the grant have been completed by the Grantee.

2. Date of Completion

   The date when all activities under the grant are completed.
B. The Grantee shall submit final expenditure and performance reports as prescribed by the Department by N.J.A.C. 16:20A, N.J.A.C. 16:20B.

The Department may permit extensions when requested in writing by the Grantee.

C. In the event allotted funds remain after completion of the work, the remaining funds shall revert to the source of the funding and shall be re-allotted by the Department in a manner determined solely by the Commissioner of Transportation.

D. In the event that the Department determines that it has reimbursed the Sponsor in an amount in excess of the funds actually due under this Agreement, the Sponsor shall, upon notice from the Department, make timely repayments to the State. Upon failure of the Sponsor to timely repay such funds, the State is hereby authorized by this Agreement to deduct those funds from any monies due the Sponsor under the terms of any agreement between the State, its Departments and Agencies and the Sponsor or to gain reimbursement through any other remedies available at law or equity.

E. In the event a final audit has not been performed prior to the closeout of the grant, the Department retains the right to recover any appropriate amount after fully considering the recommendations on disallowed costs resulting from the final audit.

F. GRANTEE shall maintain the completed project in a manner satisfactory to the Department.
RESOLUTION AUTHORIZING MUNICIPAL AGREEMENTS FOR PUBLIC FACILITIES PROJECTS USING COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FUNDS FROM MARCH 16, 2022 TO MARCH 15, 2024

WHEREAS, the County is eligible for CDBG Entitlement Funds to be used in conjunction with community development programs as specifically set forth in a FY2021 Year 2 Action Plan as submitted to the U.S. Department of Housing and Urban Development, and as applicant, is responsible for administering the program; and

WHEREAS, the County has provided the required assurances and certifications to HUD and may delegate authority for the implementation of certain activities to the municipalities located within the County pursuant to the application; and

WHEREAS, the municipalities below have proposed the following public facilities projects be carried out with the use of CDBG funds and such CDBG funds provided must be fully obligated not later than two (2) years from March 16, 2022.

- **Borough of Clayton** for two projects: 1) the reconstruction of Bellview Avenue from Roberts Avenue to Madison Avenue within eligible CT 5015.00 BG 4; and 2) the reconstruction of Roberts Avenue from Delsea Drive to Bellview Avenue within eligible CT 5015.00 BG 4, each project in the amount of $50,000.00, which amount shall be charged against line item G-02-21-170-090-21201. C.A.F. Nos. 22-02039 and 22-02040 have been obtained to certify funds.

- **Township of Deptford** for the reconstruction of Reconstruction of Prince Avenue from Wentz to King Avenue within eligible CT 5011.06 BG3, in the amount of $50,000.00, which amount shall be charged against line item G-02-21-170-090-21202. C.A.F. No. 22-02038 has been obtained to certify funds.

- **Borough of Glassboro** for two projects: 1) the reconstruction of Jarrell Avenue from Academy Avenue to end of road within eligible CT 5014.02 BG1, for $18,215.00, which amount shall be charged against line item G-02-21-170-090-21206; and 2) for the reconstruction of East Boulevard from dead end (Cleveland paper street) across Stanger Avenue to dead end within eligible CT 5014.02 BG 1, for $19,050.00, which amount shall be charged against line item G-02-21-170-090-21206. C.A.F. Nos. 22-02037 and 22-02036 have been obtained to certify funds.

- **Borough of Pitman** for the removal of architectural barriers through the installation of ADA curbs at intersections Crafton Avenue & South Broadway, Cedar Avenue & Grant Avenue, Cedar Avenue & Laurel Avenue/Hideaway Avenue, East Holly Avenue (CR 624) & Linden Avenue, East Holly Avenue (CR 624) & Franklin Avenue, in the amount of $50,000.00, which amount shall be charged against line item G-02-21-170-090-21215. C.A.F. No. 22-02035 has been obtained to certify funds.

- **Borough of Swedesboro** for the removal of architectural barriers through the installation of ADA curbs at intersections Helms Avenue & Anderson Avenue, Helms & Vanneman Avenues, Helms & Broad Streets, Helms & Weatherby Avenues, 3rd St & Railroad Avenues, in the amount of $50,000.00, which amount shall be charged against line item G-02-21-170-090-21217. C.A.F. No. 22-02034 has been obtained to certify funds.

- **Township of Washington** for safety and road improvements to areas within eligible CT 5012.08 BG3 at Parke Place Boulevard, in the amount of $116,844.00, which amount shall be charged against line item G-02-21-170-090-21218. C.A.F. No. 22-02033 has been obtained to certify funds.

- **Township of West Deptford** for the reconstruction of Brewer Avenue from Storrie Avenue/Warren Avenue within CT 5002.01 BG 2, in the amount of $50,000.00, which amount shall be charged against line item G-02-21-170-090-21220. C.A.F. No. 22-02032 has been obtained to certify funds.

- **Borough of Woodbury Heights** for two projects: 1) the removal of architectural barriers through the installation of ADA curbs at Moore Street & Temple Avenue intersections, in
the amount of $26,125.00, which amount shall be charged against line item G-02-21-170-090-21223; and 2) the removal of architectural barriers through the installation of ADA curbs at Vanderbilt & Moore intersections, in the amount of $34,925.00, which amount shall be charged against line item G-02-21-170-090-21223. C.A.F. Nos. 22-02029 and 22-02030 have been obtained to certify funds.

- **City of Woodbury** for storm sewer improvements through the installation of additional storm water inlets and piping at the intersection of South Barber Avenue, Carpenter Street and Railroad Avenue, within CT 5010.02 BG 1, in the amount of $50,000.00, which amount shall be charged against line item G-02-21-170-090-21222. C.A.F. No. 22-02031 has been obtained to certify funds.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is hereby authorized to attest to the agreements with the aforementioned municipalities to administer CDBG funds for a period of two (2) years, from March 16, 2022 to March 15, 2024 in the aforementioned amounts.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
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<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
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<td>MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG) FROM 3/16/2022-3/15/2024</td>
<td>G-02-21-170-090-21201 Clayton</td>
<td>50,000.0000</td>
<td>50,000.00</td>
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**TOTAL** 50,000.00

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**CLAIMANT'S CERTIFICATE & 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 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.

---

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

QUALIFIED PURCHASING AGENT

---

**VOUCHER COPY** SIGN AT X AND RETURN FOR PAYMENT
AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF CLAYTON

THIS AGREEMENT, made and entered into on the 16th day of March 2022 by and between County of Gloucester, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "County", and the Borough of Clayton, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "Subrecipient", located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a FY 2021 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 PY2021 CDBG funding has been appropriated by the Gloucester County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 obligated not later than two years from the date of signing this Agreement: March 15, 2024.

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. **National Objective** - All activities funded with CDGB funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

3. **Prohibited Activities** - The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

4. **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.

5. **Uniform Administrative Requirements** –
   
   A. The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and as may be amended, 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).

**Financial Management** –

C. **Accounting Standards** - The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502 - Applicability of uniform administrative requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

D. **Cost Principles** - The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

6. **Procurement and Reversion of Assets** -

   A. **General Standards** - The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow, 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property. The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). 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.

   B. **Equipment** – Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the County upon termination of this contract.
C. DEBARRED Contractors – Per Executive Order 12549, “Debarment and Suspension” (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

7. “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.

8. Documentation and Record Keeping -

A. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
   i. Records providing a full description of each activity undertaken;
   ii. Records demonstrating that each individual activity undertaken meets one of the National Objectives of the CDBG program;
   iii. Records required for determining the eligibility of activities;
   iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
   vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D and
   vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.

B. Retention: The subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the GRANTEE’S annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later. 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.

C. Client Data: The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, household income level and all other basis for determining eligibility, and a detailed description of service provided. Such information shall be made available to the County and HUD monitors or their designees for review upon request. All Subrecipient’s records pertaining to this Agreement will be available for inspection by the County and HUD.

D. Disclosure: The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Subrecipient’s responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
E. Closeouts: The subrecipient's obligation to the grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the grantee) and determining the custodian of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

9. **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(ies) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.

10. **“Independent Contractor”** - Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

11. **“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.

12. **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.

13. **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. Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Title 24 CFR 570 - Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee’s environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. **Grantee Recognition** - The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall
be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

15. **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.

16. **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 ensure that the Subrecipient has complied with all applicable regulations and requirements.

17. **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 ensure 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.

18. **Labor Standards: Wage Rates** (where applicable) —

   A. **Davis-Bacon**

   Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

   Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to
require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C. 3141 and 29 CFR 5.5. 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.

i. Determination of Wages to be Paid The Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the New Jersey Prevailing Wage Rate or Davis-Bacon wage rate.

19. "Section 3" Clause -
   A. Compliance — Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area of the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications
Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts
Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20. 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.

21. 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.

22. 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.

23. 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.

24. Termination Date – The termination date of this Agreement is March 15, 2024.

25. Reporting and 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(e) 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.

26. Audits -
All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

A. 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) 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;

2) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;

3) 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;

4) 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;

5) 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.

B. 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.

C. 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.

D. 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.

27. Performance.

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

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

BOROUGH OF CLAYTON

(Signature)

By: ____________________________
( Typed Name/Title)

Date: ____________________________

ATTEST:

(Signature)

BY: ____________________________
( Typed Name/Title)

Date: ____________________________

COUNTY OF GLOUCESTER

(Signature)

By: FRANK J. DIMARCO, Director
( Typed Name/Title)

Date: ____________________________

ATTEST:

(Signature)

BY: LAURIE J. BURNS, Clerk of the Board
( Typed Name/Title)

Date: ____________________________

Approved by Resolution dated: ____________________________
EXHIBIT 1

CERTIFICATIONS
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 seed 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;
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 (a) 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;

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 such affected grant;

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The site(s) for the performance of work done in connection with the specific grant:

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

Borough of Clayton
Bellview Avenue from Roberts Ave to Madison Ave within eligible CT 5015.00 BG 4 Clayton, NJ 08312

GLOUCESTER COUNTY, NEW JERSEY

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

________________________
Signature

________________________
Typed Name

________________________
Date

ATTEST:

________________________
Signature of Person Attesting Signature

________________________
Typed Name – Person Attesting Signature

________________________
Title – Person Attesting Signature

________________________
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 9

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 applies to this certification. Municipal attention is called in particular, to the following definitions from these rules:

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

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

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

   “Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient’s payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient’s payroll; or employees of Municipalities or subcontractors in covered workplaces).
EXHIBIT 2

SCOPE OF SERVICES
EXHIBIT 2

SCOPE OF SERVICES

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

Agency: Borough of Clayton
Activity Name: Bellview Avenue from Roberts Ave to Madison Ave within eligible CT 5015.00 BG 4
Activity Number: CD-21-PF1

ACTIVITY DESCRIPTION

- The total PY 2021 CDBG budget for this activity shall not exceed: $50,000.00. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on March 15, 2024. The Agreement is for Reconstruction of Bellview Avenue from Roberts Ave to Madison Ave within eligible CT 5015.00 BG 4 This activity is funded as a low mod area category benefiting low-moderate income persons.
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

<table>
<thead>
<tr>
<th>30 Days</th>
<th>60 Days</th>
<th>90 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subrecipient completes internal review, including collection of loan recipient information.</td>
<td>County completes formal monitoring evaluation of subrecipients</td>
<td>County completes annual CDBG CAPER; submits same to HUD.</td>
</tr>
</tbody>
</table>

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: ____________________________ Date: __________
Signature of Evaluator: ____________________________

II. EVALUATOR REVIEWED

☐ Funding Application ☐ Program Files
☐ Program ☐ Agreement/Budget Client
☐ Demands/Invoices ☐ Personnel/Volunteer Files
☐ Quarterly Reports/Backup ☐ Accounting Files & Procedures
☐ Correspondence ☐ Reports Marketing Materials
☐ Previous Monitoring ☐ Audit Files

☐ Audit Current Budget/Sources&Uses

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: ____________________________ )
☐ 51% Low / Mod
☐ Prevention or elimination of slums or blight
☐ Urgent Need

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:

<table>
<thead>
<tr>
<th>Objective</th>
<th>Performance (as of ________ )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

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
☐ Name, address, phone # of applicant to be assisted
☐ Urban County Resident?
☐ Documentation on the type & duration of services
☐ Number in household
☐ Ethnicity, age, gender of applicant
☐ Follow-up services

Other information collected: __________________________

Female Head of household identified
Date client applied for services
Household Income level provided
Source & amount of all household income
Updated ethnic categories used
Job placement information

VII. COMPUTER SYSTEMS/STORAGE

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?

2. Are passwords changed at regular intervals? Are they unique and confidential?
   YES NO

3. Are passwords promptly cancelled for terminated employees?
   YES NO

4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?

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?
☐ ☐

Does the organization have policies and procedures to address personnel complaints?
☐ ☐

Does the organization have policies and procedures to address client complaints?
☐ ☐

Are Equal Opportunity posters displayed?
☐ ☐

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

1. Are budgets compared to actual expenses/revenues during the year?
   YES   NO

2. Are significant variances from the budget researched and explained?
   YES   NO

3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)?
   YES   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?
   YES   NO

16. Are timesheets signed by the employee and supervisor?
   YES   NO

17. Are functional timesheets used (e.g. hours worked each day broken-out by program)?
   YES   NO

18. Is there an accounting procedure manual? Is it up to date?
   YES   NO

19. Are fees charged for services?
   YES   NO

20. Is program income generated? Is it properly reported?
   YES   NO

21. Are outstanding audit findings resolved?
   YES   NO

22. Are employee taxes paid?
   YES   NO
IV. TESTING OF EXPENSES REIMBURSED

a. On a sample basis, trace checks referenced on the demand operating expense summaries to the paid checks in order to verify proof of payment.

b. On a sample basis, trace employee hours/expenses claimed for reimbursement, as shown on the demand personnel expense summaries, to the supporting source documentation (e.g. employee timesheets/payroll registers).

c. Verify the accuracy of employee hourly/billable rates on the demand personnel expense summaries by recalculating the hourly rates using the payroll registers.

d. For those programs that are reimbursed for indirect costs, review the indirect cost allocation plan that is used to calculate the indirect cost rate to verify it is in compliance with OMB Circular A-122.

For those agencies that receive a HUD approved indirect cost rate, verify that indirect costs reimbursed were calculated in accordance with the HUD approved indirect cost rate agreement. This is in lieu of the procedure referred to above.

V. COMMENTS
EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]
EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]
## Purchase Order Details

**Vendor:** GLOUC. CO ECONOMIC DEVELOPMENT  
1480 TANYARD ROAD  
SEWELL, NJ 08080  
856-384-6930 (C. VELAZQUEZ)

**Vendor ID:** CLAYT020

**Borough of Clayton:**  
125 N. DELSEA DR.  
CLAYTON, NJ 08312

**Sales Tax ID:** # 21-6000660

### Details

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
</table>
| 1.00     | MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG) FROM 3/16/2022-3/15/2024  
Reconstruction of Roberts Ave from Delsea Drive to Bellview Ave within eligible CT 5015.00 BG 4  
ID#253253 | G-02-21-170-090-21201 Clayton | 50,000.0000            | 50,000.00  |

**Total:** 50,000.00

### Claimant's Certificate & Declaration

I, the claimant, certify under penalties of law that the materials and supplies have been furnished or services rendered as stated herein; that no bonus has been given or received by anyone within the knowledge of this claimant; in connection with the above claim, that the amount herein stated is justly due and owing and that the amount charged is a reasonable one.

**Vendor Signature:**

**Date:**

### Treasurer/CFO Approval

**Treasurer/CFO:**

**Date:**

**Qualified Purchasing Agent:**

**Date:**

---

**Voucher Copy:** Sign at X and return for payment.
AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF CLAYTON

THIS AGREEMENT, made and entered into on the 16th day of March 2022 by and between County of Gloucester, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the “County”, and the Borough of Clayton, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient”, located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a FY 2021 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 FY2021 CDBG funding has been appropriated by the Gloucester County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 it CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully obligated not later than two years from the date of signing this Agreement: March 15, 2024.

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. **National Objective** -
   All activities funded with CDGB funds must meet one of the CDBG program’s National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

3. **Prohibited Activities** -
   The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

4. **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.

5. **Uniform Administrative Requirements** –
   A. The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and as may be amended, 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).

6. **Financial Management** –
   C. Accounting Standards: The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502 - Applicability of uniform administrative requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
   D. Cost Principles: The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

6. **Procurement and Reversion of Assets** -
   A. General Standards – The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow, 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property. The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). 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.
   B. Equipment – Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the County upon termination of this contract.
   C. DEBARRED Contractors – Per Executive Order 12549, “Debarment and Suspension” (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment,
suspension or placement of ineligibility status. The Subrecipient shall check all contractors against
the Federal publication that lists debarred, suspended, and ineligible contractors.

7. **“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.

8. **Documentation and Record Keeping**
   A. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal
      regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under
      this Agreement. Such records shall include but not be limited to:
      i. Records providing a full description of each activity undertaken;
      ii. Records demonstrating that each individual activity undertaken meets one of the
          National Objectives of the CDBG program;
      iii. Records required for determining the eligibility of activities;
      iv. Records required to document the acquisition, improvement, use or disposition of
          real property acquired or improved with CDBG assistance;
      v. Records documenting compliance with the fair housing and equal opportunity
         components of the CDBG program;
      vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D and
          vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.

   B. Retention: The subrecipient shall retain all financial records, supporting documents, statistical
      records, and all other records pertinent to the Agreement for a period of five (5) years. The
      retention period begins on the date of the submission of the GRANTEE’S annual performance
      and evaluation report to HCD in which the activities assisted under the Agreement are
      reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits,
      negotiations or other actions that involve any of the records cited and that have started before
      the expiration of the five-year period, then such records must be retained until completion of
      the actions and resolution of all issues or the expiration of the five-year period, whichever
      occurs later. 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.

   C. Client Data: The Subrecipient shall obtain and maintain client data demonstrating client
      eligibility for services provided. Such data shall include, but not be limited to, client name,
      address, household income level and all other basis for determining eligibility, and a detailed
      description of service provided. Such information shall be made available to the County and
      HUD monitors or their designees for review upon request. All Subrecipient’s records
      pertaining to this Agreement will be available for inspection by the County and HUD.

   D. Disclosure: The Subrecipient understands that client information collected under this
      agreement is private and the use or disclosure of such information, when not directly
      connected with the administration of the County’s or Subrecipient’s responsibilities with
      respect to services provided under this agreement, is prohibited unless written consent is
      obtained from such person receiving service and, in the case of a minor, that of a responsible
      parent/guardian.

   E. Closeouts: The subrecipient’s obligation to the grantee shall not end until all close-out
      requirements are completed. Activities during this close-out period shall include, but are not
      limited to: making final payments, disposing of program assets (including the return of all
      unused materials, equipment, unspent cash advances, program income balances and accounts
      receivable to the grantee) and determining the custodianship of records. Notwithstanding the
foregoing, the terms of this Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

9. **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.

10. **“Independent Contractor”** - Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

11. **“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.

12. **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.

13. **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. Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee’s environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. **Grantee Recognition** - The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

15. **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.

16. 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 ensure that the Subrecipient has complied with all applicable regulations and requirements.

17. 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 ensure 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.

18. Labor Standards: Wage Rates (where applicable) –

A. Davis-Bacon

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C. 3141 and 29 CFR 5.5. 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.

i. Determination of Wages to be Paid the Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the New Jersey Prevailing Wage Rate or Davis-Bacon wage rate.

19. "Section 3" Clause -

A. Compliance –

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area of the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in
violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20. 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.

21. 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.

22. 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.

23. 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.

24. Termination Date – The termination date of this Agreement is March 15, 2024.

25. Reporting and 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.

26. Audits -
All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F -- Audit Requirements.

A. 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) 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;

2) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;

3) 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;

4) 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;

5) 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.

B. 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.

C. 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.

D. 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.

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

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

BOROUGH OF CLAYTON

(Signature)

By: ________________________________
(Typed Name/Title)

Date: _____________________________

ATTEST:

(Signature)

By: ________________________________
(Typed Name/Title)

Date: _____________________________

Approved by Resolution dated:

__________________________________

COUNTY OF GLOUCESTER

(Signature)

By: FRANK J. DIMARCO, Director
(Typed Name/Title)

Date: _____________________________

ATTEST:

(Signature)

By: ________________________________
(Typed Name/Title)

Date: _____________________________

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 it to 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 fees 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;
(ii) 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 (a) 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;

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about:
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee’s policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance program’s; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The site(s) for the performance of work done in connection with the specific grant:

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

Borough of Clayton
Roberts Ave from Delsea Drive to Bellview Ave within eligible CT 5015.00 BG 4
Clayton, NJ 08312

GLOUCESTER COUNTY, NEW JERSEY

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

________________________________________________________________________

Signature

________________________________________________________________________

Typed Name

________________________________________________________________________

Date

ATTEST:

________________________________________________________________________

Signature of Person Attesting Signature

________________________________________________________________________

Typed Name – Person Attesting Signature

________________________________________________________________________

Title – Person Attesting Signature

________________________________________________________________________

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 Workplace 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 applies 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 charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

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

   “Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient’s payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient’s payroll; or employees of Municipalities or subcontractors in covered workplaces).
EXHIBIT 2

SCOPE OF SERVICES
EXHIBIT 2

SCOPE OF SERVICES

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

Agency: Borough of Clayton
Activity Name: Roberts Ave from Delsea Drive to Bellview Ave within eligible CT 5015.00 BG 4
Activity Number: CD-21-PF2

ACTIVITY DESCRIPTION

- The total PY 2021 CDBG budget for this activity shall not exceed: $50,000.00. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on March 15, 2024. The Agreement is for Reconstruction of Roberts Ave from Delsea Drive to Bellview Ave within eligible CT 5015.00 BG 4. This activity is funded as a low mod area category benefiting low-moderate income persons.
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

<table>
<thead>
<tr>
<th>30 Days</th>
<th>60 Days</th>
<th>90 Days</th>
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<tbody>
<tr>
<td>Subrecipient completes internal review, including collection of loan recipient information.</td>
<td>County completes formal monitoring evaluation of subrecipients</td>
<td>County completes annual CDBG CAPER; submits same to HUD.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Date of Visit:</th>
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<tbody>
<tr>
<td>Contract Period:</td>
<td>Contract Amount:</td>
</tr>
<tr>
<td>Program Name/#:</td>
<td></td>
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<tr>
<td>Subrecipient Name:</td>
<td></td>
</tr>
<tr>
<td>Subrecipient Staff Interviewed: Name/Title</td>
<td>Responsibilities</td>
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<tr>
<td>Evaluator Name:</td>
<td></td>
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<tr>
<td>Signature of Evaluator: Date:</td>
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</tbody>
</table>

## II. EVALUATOR REVIEWED

- [ ] Funding Application
- [ ] Program
- [ ] Demands/Invoices
- [ ] Quarterly Reports/Backup
- [ ] Correspondence
- [ ] Previous Monitoring
- [ ] Program Files
- [ ] Agreement/Budget Client
- [ ] Personnel/Volunteer Files
- [ ] Accounting Files & Procedures
- [ ] Reports
- [ ] Marketing Materials
- [ ] Audit Files
- [ ] Current Budget/Sources & Uses

## III. PROGRAM ELIGIBILITY

- [ ] Benefit to low-income and moderate-income persons (N/A)
- [ ] Area Benefit (Census Tract #: )
- [ ] Presumed Beneficiary (Specify: )
- [ ] 51% Low / Mod
- [ ] Prevention or elimination of slums or blight
- [ ] Urgent Need

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

______________________________
IV. PROGRAM PERFORMANCE

Describe the program’s intake and service delivery process: __________________________________________

List program contracted goals:

<table>
<thead>
<tr>
<th>Objective</th>
<th>Performance (as of ________ )</th>
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<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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</tbody>
</table>

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
☐ Name, address, phone # of applicant to be assisted
☐ Urban County Resident?
☐ Documentation on the type & duration of services
☐ Number in household
☐ Ethnicity, age, gender of applicant
☐ Follow-up services

☐ Female Head of household identified
☐ Date client applied for services
☐ Household Income level provided
☐ Source & amount of all household income
☐ Updated ethnic categories used
☐ Job placement information

Other information collected: ________________________________

VII. COMPUTER SYSTEMS/STORAGE

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?

2. Are passwords changed at regular intervals? Are they unique and confidential?
   YES NO

3. Are passwords promptly cancelled for terminated employees?
   YES NO

4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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</table>

Does the organization have personnel policies, drug policy and affirmative action policy?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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<tbody>
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</table>

Does the organization have policies and procedures to address personnel complaints?

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
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Does the organization have policies and procedures to address client complaints?

<table>
<thead>
<tr>
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<th>NO</th>
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Are Equal Opportunity posters displayed?

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<th>NO</th>
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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

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<th>Contract Period:</th>
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<th>Subrecipient Name:</th>
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</tbody>
</table>

## 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:

<table>
<thead>
<tr>
<th>Source/Budget</th>
<th>Awarded/Received</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
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<td>2.</td>
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<td>3.</td>
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<tr>
<td>4.</td>
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</tbody>
</table>

Verify funds awarded/received to income statement/award letters: ____________________________
### III. General Accounting Procedures and Internal Controls

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

a. On a sample basis, trace checks referenced on the demand operating expense summaries to the paid checks in order to verify proof of payment.

b. On a sample basis, trace employee hours/expenses claimed for reimbursement, as shown on the demand personnel expense summaries, to the supporting source documentation (e.g. employee timesheets/payroll registers).

c. Verify the accuracy of employee hourly/billable rates on the demand personnel expense summaries by recalculating the hourly rates using the payroll registers.

d. For those programs that are reimbursed for indirect costs, review the indirect cost allocation plan that is used to calculate the indirect cost rate to verify it is in compliance with OMB Circular A-122.

For those agencies that receive a HUD approved indirect cost rate, verify that indirect costs reimbursed were calculated in accordance with the HUD approved indirect cost rate agreement. This is in lieu of the procedure referred to above.

V. COMMENTS
EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]
EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]
**County of Gloucester Purchasing Department**  
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS**  
**NO.** 22-02038

**ORDER DATE:** 03/04/22  
**REQUISITION NO.:** R2-01905  
**DELIVERY DATE:**  
**STATE CONTRACT:** CDBG CONTRACT  
**ACCOUNT NUM:**

**SALES TAX ID # 21-60000660**

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
</table>
| 1.00    | PY 2021 CDBG PUBLIC FACILITIES  
MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG)  
FROM 3/16/22-3/15/24  
Reconstruction of Reconstruction of Prince Ave from Wentz to King Ave within eligible CT 5011.06 8G3  
IDIS#3254 | G-02-21-170-050-21202 Deptford | 50,000.0000 | 50,000.00 |

**TOTAL**  
50,000.00

---

**CLAIMANT'S CERTIFICATE & 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 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.

**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.

**APPROVAL TO PURCHASE**  
DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

---

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

---

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF DEPTFORD

THIS AGREEMENT, made and entered into on the 16th day of March 2022 by and between County of Gloucester, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the “County”, and the TOWNSHIP OF DEPTFORD, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient”, located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a FY 2021 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 PY2021 CDBG funding has been appropriated by the Gloucester County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 hereto 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 obligated not later than two years from the date of signing this Agreement: March 15, 2024.

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. **National Objective** - All activities funded with CDGB funds must meet one of the CDGB program’s National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

3. **Prohibited Activities** - The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDGB ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

4. **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.

5. **Uniform Administrative Requirements** –
   A. The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and as may be amended, shall apply to all activities undertaken by the Subrecipient with CDGB 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).

**Financial Management** –

C. **Accounting Standards** - The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502 - Applicability of uniform administrative requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

D. **Cost Principles** - The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-473). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

6. **Procurement and Reversion of Assets** -

A. **General Standards** - The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow, 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property. The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). 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.

B. **Equipment** - Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the County upon termination of this contract.
C. DEBARRED Contractors – Per Executive Order 12549, “Debarment and Suspension” (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

7. “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.

8. Documentation and Record Keeping.
   A. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
      i. Records providing a full description of each activity undertaken;
      ii. Records demonstrating that each individual activity undertaken meets one of the National Objectives of the CDBG program;
      iii. Records required for determining the eligibility of activities;
      iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
      v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
      vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D and
      vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.

B. Retention: The subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the GRANTEE’S annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later. 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.

C. Client Data: The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, household income level and all other basis for determining eligibility, and a detailed description of service provided. Such information shall be made available to the County and HUD monitors or their designees for review upon request. All Subrecipient’s records pertaining to this Agreement will be available for inspection by the County and HUD.

D. Disclosure: The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Subrecipient’s responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Closeouts: The subrecipient’s obligation to the grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all
unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the grantee) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

9. **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.

10. **"Independent Contractor"** - Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

11. **“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.

12. **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.

13. **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. Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee’s environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. **Grantee Recognition** - The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
15. **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.

16. **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(ies). 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(ies), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient has complied with all applicable regulations and requirements.

17. **Environmental Clearance** – The County shall be responsible for carrying out environmental reviews and clearances on all activity(ies), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure 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.

18. **Labor Standards: Wage Rates** (where applicable) –

A. Davis-Bacon

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C. 3141 and 29 CFR 5.5. 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.

i. Determination of Wages to be Paid the Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the New Jersey Prevailing Wage Rate or Davis-Bacon wage rate.

19. "Section 3" Clause

A. Compliance

- Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area of the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications

- Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker’s representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts
Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20. **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.

21. **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.

22. **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.

23. **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.

24. **Termination Date** – The termination date of this Agreement is **March 15, 2024**.

25. **Reporting and 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.

26. Audits - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

A. 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) 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;

2) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;

3) 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;

4) 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;

5) 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.

B. 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.

C. 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.

D. 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.

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

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

TOWNSHIP OF DEPTFORD

(Signature)

By: ___________________________
(Type Name/Title)

Date: ___________________________

ATTEST:

(Signature)

BY: ___________________________
(Type Name/Title)

Date: ___________________________

Approved by Resolution dated:


COUNTY OF GLOUCESTER

(Signature)

By: FRANK J. DIMARCO, Director
(Type Name/Title)

Date: ___________________________

ATTEST:

(Signature)

By: LAURIE J. BURNS, Clerk of the Board
(Type Name/Title)

Date: ___________________________

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 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 fees 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;
(a) 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 (a) 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;

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about-

   (a) The dangers of drug abuse in the workplace;

   (b) The grantee’s policy of maintaining a drug-free workplace;

   (c) Any available drug counseling, rehabilitation, and employee assistance program’s; and

   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;

   (a) Abide by the terms of the statement; and

   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The site(s) for the performance of work done in connection with the specific grant:

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

TOWNSHIP OF DEPTFORD
Prince Ave from Wentz to King Ave within eligible CT 5011.06 BG3
Deptford, NJ 08096
GLOUCESTER COUNTY, NEW JERSEY

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

______________________________________________________________
Signature

______________________________________________________________
Typed Name

______________________________________________________________
Date

ATTEST:

______________________________________________________________
Signature of Person Attesting Signature

______________________________________________________________
Typed Name – Person Attesting Signature

______________________________________________________________
Title – Person Attesting Signature

______________________________________________________________
Date of Attesting Person’s Signature
APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph a

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 Workplace 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 applies 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 charged 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 subcontracts in covered workplaces).
EXHIBIT 2

SCOPE OF SERVICES
EXHIBIT 2

SCOPE OF SERVICES

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

Agency: TOWNSHIP OF DEPTFORD
Activity Name: Prince Ave from Wentz to King Ave within eligible CT 5011.06 BG3
Activity Number: CD-21-PF3

ACTIVITY DESCRIPTION

* The total **PY 2021 CDBG** budget for this activity shall not exceed: **$50,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **March 15, 2024**. The Agreement is for Reconstruction of Prince Ave from Wentz to King Ave within eligible CT 5011.06 BG3. This activity is funded as a low mod area category benefiting low-moderate income persons.
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

<table>
<thead>
<tr>
<th>30 Days</th>
<th>60 Days</th>
<th>90 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subrecipient completes internal review, including collection of loan recipient information.</td>
<td>County completes formal monitoring evaluation of subrecipients</td>
<td>County completes annual CDBG CAPER; submits same to HUD.</td>
</tr>
</tbody>
</table>

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.
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

☐ Funding Application  ☐ Program Files  ☐ Audit
☐ Program  ☐ Agreement/Budget Client  ☐ Files
☐ Demands/Invoices  ☐ Personnel/Volunteer Files  ☐ Current Budget/Sources & Uses
☐ Quarterly Reports/Backup  ☐ Accounting Files & Procedures
☐ Correspondence  ☐ Reports  Marketing Materials
☐ Previous Monitoring

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: ____________________________)
☐ 51% Low / Mod
☐ Prevention or elimination of slums or blight
☐ Urgent Need

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) ____________________________
IV.  PROGRAM PERFORMANCE

Describe the program’s intake and service delivery process:

List program contracted goals:

<table>
<thead>
<tr>
<th>Objective</th>
<th>Performance (as of _____)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

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

Other information collected: __________________________

VII.  COMPUTER SYSTEMS/STORAGE

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?

2. Are passwords changed at regular intervals? Are they unique and confidential?
   YES NO

3. Are passwords promptly cancelled for terminated employees?
   YES NO

4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?

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

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:

<table>
<thead>
<tr>
<th>Source/Budget</th>
<th>Awarded/Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
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<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

Verify funds awarded/received to income statement/award letters: ____________________________
III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

1. Are budgets compared to actual expenses/revenues during the year?
2. Are significant variances from the budget researched and explained?
3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)?
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?
16. Are timesheets signed by the employee and supervisor?
17. Are functional timesheets used (e.g. hours worked each day broken-out by program)?
18. Is there an accounting procedure manual? Is it up to date?
19. Are fees charged for services?
20. Is program income generated? Is it properly reported?
21. Are outstanding audit findings resolved?
22. Are employee taxes paid?
IV. TESTING OF EXPENSES REIMBURSED

a. On a sample basis, trace checks referenced on the demand operating expense summaries to the paid checks in order to verify proof of payment.

b. On a sample basis, trace employee hours/expenses claimed for reimbursement, as shown on the demand personnel expense summaries, to the supporting source documentation (e.g. employee timesheets/payroll registers).

c. Verify the accuracy of employee hourly/billable rates on the demand personnel expense summaries by recalculating the hourly rates using the payroll registers.

d. For those programs that are reimbursed for indirect costs, review the indirect cost allocation plan that is used to calculate the indirect cost rate to verify it is in compliance with OMB Circular A-122.

For those agencies that receive a HUD approved indirect cost rate, verify that indirect costs reimbursed were calculated in accordance with the HUD approved indirect cost rate agreement. This is in lieu of the procedure referred to above.

V. COMMENTS

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________

____________________________________________________________________________________
EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]
EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]
**County of Gloucester Purchasing Department**  
PO Box 337, Woodbury, NJ 08096  
(866) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS**  
**NO.** 22-02036

**ORDER DATE:** 03/04/22  
**REQUISITION NO.:** R2-01908  
**DELIVERY DATE:**  
**STATE CONTRACT:** CDBG CONTRACT  
**ACCOUNT NUM:**

**SALES TAX ID # 21-6000860**

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>PY2021 CDBG PUBLIC FACILITIES MUNICIPAL AGREEMENT FOR PUBLIC</td>
<td>G-02-21-170-090-21206 Glassboro</td>
<td>18,215.0000</td>
<td>18,215.00</td>
</tr>
<tr>
<td></td>
<td>FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>FROM 3/16/22-3/15/24</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Reconstruction of Jarrell Avenue from Academy Ave to end of road within</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>eligible CT 5014.02 BCI</td>
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</tr>
<tr>
<td></td>
<td>IDIS#3255</td>
<td></td>
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</tbody>
</table>

**CLAIMANT'S CERTIFICATE & 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 persons within the knowledge of this claimant in connection with the above claim; the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

**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.

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

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

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF GLASSBORO

THIS AGREEMENT, made and entered into on the 16th day of March 2022 by and between County of Gloucester, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the “County”, and the BOROUGH OF GLASSBORO, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient”, located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a FY 2021 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 PY2021 CDBG funding has been appropriated by the Gloucester County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 it CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully obligated not later than two years from the date of signing this Agreement: March 15, 2024.

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. **National Objective** - All activities funded with CDGB funds must meet one of the CDGB program’s National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

3. **Prohibited Activities** - The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDGB ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

4. **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.

5. **Uniform Administrative Requirements** —
   A. The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and as may be amended, shall apply to all activities undertaken by the Subrecipient with CDGB 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).

**Financial Management**

C. **Accounting Standards** - The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502 - Applicability of uniform administrative requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

D. **Cost Principles** - The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

6. **Procurement and Reversion of Assets**

   A. **General Standards** - The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow, 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property. The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(ies). 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.

   B. **Equipment** - Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the County upon termination of this contract.
C. DEBARRED Contractors – Per Executive Order 12549, “Debarment and Suspension” (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

7. “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.

8. Documentation and Record Keeping -
A. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
   i. Records providing a full description of each activity undertaken;
   ii. Records demonstrating that each individual activity undertaken meets one of the National Objectives of the CDBG program;
   iii. Records required for determining the eligibility of activities;
   iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
   vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D and vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.

B. Retention: The subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the GRANTEE’S annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later. 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.

C. Client Data: The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, household income level and all other basis for determining eligibility, and a detailed description of service provided. Such information shall be made available to the County and HUD monitors or their designees for review upon request. All Subrecipient’s records pertaining to this Agreement will be available for inspection by the County and HUD.

D. Disclosure: The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Subrecipient’s responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Closeouts: The subrecipient’s obligation to the grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all
unused materials, equipment, unspent cash advances, program income balances and accounts 
receivable to the grantee) and determining the custodianship of records. Notwithstanding the 
foregoing, the terms of this Agreement shall remain in effect during any period that the 
subrecipient has control over CDBG funds, including program income.

9. **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.

10. **"Independent Contractor"** - Nothing contained in this Agreement is intended to, or shall be construed in any 
manner, as creating or establishing the relationship of employer/employee between the parties. The 
Subrecipient shall at all times remain an “independent contractor” with respect to the services to be 
performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment 
Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as 
the Subrecipient is an independent contractor.

11. **“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.

12. **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.

13. **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. Subrecipient acknowledges that this Agreement requires compliance with various provisions of 
Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for 
Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that 
Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of 
Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development 
regulations concerning Community Development Block Grants (CDBG)) including subpart K of those 
regulations, except that (1) Subrecipient does not assume the Grantee's environmental responsibilities 
described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee's responsibility for 
initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply 
with all other applicable Federal, state and local laws, regulations, and policies governing the funds 
provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement 
to supplement rather than supplant funds otherwise available.

14. **Grantee Recognition** - The Subrecipient shall insure recognition of the role of the Grantee in providing 
services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall 
be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the 
support provided herein in all publications made possible with funds made available under this Agreement.
15. **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.

16. **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 ensure that the Subrecipient has complied with all applicable regulations and requirements.

17. **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 ensure 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.

18. **Labor Standards: Wage Rates** (where applicable) -

   A. **Davis-Bacon**

      Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

      Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

      i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C. 3141 and 29 CFR 5.5. 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.

i. Determination of Wages to be Paid: the Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the New Jersey Prevailing Wage Rate or Davis-Bacon wage rate.

19. "Section 3" Clause -
A. Compliance-
   Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area of the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications
   Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts
Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20. 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.

21. 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.

22. 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, hereof, 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.

23. 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.

24. Termination Date – The termination date of this Agreement is March 15, 2024.

25. Reporting and 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.

26. Audits - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

A. 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) 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;

2) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;

3) 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;

4) 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;

5) 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.

B. 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.

C. 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.

D. 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.

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

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

BOROUGH OF GLASSBORO

(Signature)

By:
(Typed Name/Title)

Date:

ATTEST:

(Signature)

BY:
(Typed Name/Title)

Date:

Approved by Resolution dated:

COUNTY OF GLOUCESTER

(Signature)

By: FRANK J. DIMARCO, Director
(Typed Name/Title)

Date:

ATTEST:

(Signature)

By: LAURIE J. BURNS, Clerk of the Board
(Typed Name/Title)

Date:

Approved by Resolution dated:
EXHIBIT 1

CERTIFICATIONS
EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

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

(a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;

(b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;

(c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;

(d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient’s use of funds, as specified in this Agreement;

(e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;

(f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;

(g) The grant will be conducted and administered in compliance with;

1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
2. The Fair Housing Act (42 U.S.C. 3601-20);

(h) It will affirmatively further fair housing;

(i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;

(j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless;

1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or

2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;

(k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;

(l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.

(m) It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
(n) To the best of its knowledge and belief:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or 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 subrecipient shall certify and disclose accordingly;

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about-
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee’s policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance program’s; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The site(s) for the performance of work done in connection with the specific grant:

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

BOROUGH OF GLASSBORO
Jarrell Avenue from Academy Ave to end of road within eligible CT 5014.02 BG1 Glassboro, NJ
GLOUCESTER COUNTY, NEW JERSEY

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

______________________________
Signature

______________________________
Typed Name

______________________________
Date

ATTEST:

______________________________
Signature of Person Attesting Signature

______________________________
Typed Name – Person Attesting Signature

______________________________
Title – Person Attesting Signature

______________________________
Date of Attesting Person's Signature
APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. **Lobbying Certification – Paragraph a**

   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 (c).

   2. The certification set out in paragraph (c) 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 applies 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 charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

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

      “Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient’s payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient’s payroll; or employees of Municipalities or subcontractors in covered workplaces).
EXHIBIT 2

SCOPE OF SERVICES
EXHIBIT 2

SCOPE OF SERVICES

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

Agency: BOROUGH OF GLASSBORO
Activity Name: Jarrell Avenue from Academy Ave to end of road within eligible CT 5014.02 BG1
Activity Number: CD-21-PF4

ACTIVITY DESCRIPTION

- The total PY 2021 CDBG budget for this activity shall not exceed: $18,215.00. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on March 15, 2024. The Agreement is for Reconstruction of Jarrell Avenue from Academy Ave to end of road within eligible CT 5014.02 BG1. This activity is funded as a low mod area category benefiting low-moderate income persons.
EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]
EXHIBIT 4

GLOUCESTER COUNTY SUBRICOPIENT 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

<table>
<thead>
<tr>
<th>30 Days</th>
<th>60 Days</th>
<th>90 Days</th>
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<tbody>
<tr>
<td>Subrecipient completes internal review, including collection of loan recipient information.</td>
<td>County completes formal monitoring evaluation of subrecipients</td>
<td>County completes annual CDBG CAPER; submits same to HUD.</td>
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</tbody>
</table>

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.
I. PROGRAM INFORMATION

Date of Visit: ____________________________
Contract Period: ____________________________ Contract Amount: ________________
Program Name/#: _______________________________________________________
Subrecipient Name: ______________________________________________________

Subrecipient Staff Interviewed: Name/Title Responsibilities

________________________________________________________
________________________________________________________
________________________________________________________
________________________________________________________

Evaluator Name: ____________________________ Date: ________________________
Signature of Evaluator: ____________________________

II. EVALUATOR REVIEWED

☐ Funding Application ☐ Program Files ☐ Audit
☐ Program ☐ Agreement/Budget Client Files
☐ Demands/Invoices ☐ Personnel/Volunteer Files Current Budget/Sources & Uses
☐ Quarterly Reports/Backup ☐ Accounting Files & Procedures
☐ Correspondence ☐ Reports Marketing Materials
☐ Previous Monitoring

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: ____________________________)
☐ 61% Low / Mod
☐ Prevention or elimination of slums or blight
☐ Urgent Need

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:

<table>
<thead>
<tr>
<th>Objective</th>
<th>Performance (as of _________)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

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
☐ Name, address, phone # of applicant to be assisted
☐ Urban County Resident?
☐ Documentation on the type & duration of services
☐ Number in household
☐ Ethnicity, age, gender of applicant
☐ Follow-up services

☐ Female Head of household identified
☐ Date client applied for services
☐ Household Income level provided
☐ Source & amount of all household income
☐ Updated ethnic categories used
☐ Job placement information

Other information collected: ________________________________

VII. COMPUTER SYSTEMS/STORAGE

YES  NO

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?

2. Are passwords changed at regular intervals? Are they unique and confidential? YES NO

3. Are passwords promptly cancelled for terminated employees? YES NO

4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?

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

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

1. Are budgets compared to actual expenses/revenues during the year? YES □ NO □

2. Are significant variances from the budget researched and explained? YES □ NO □

3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? YES □ NO □

4. Are receipts logged at the time mail is opened? YES □ NO □

5. Who deposits receipts into the bank? YES □ NO □

6. Who compares the deposits to the log of receipts? YES □ NO □

7. Who posts the receipts into the accounting system? YES □ NO □

8. Who approves invoices for payment? YES □ NO □

9. Who codes the invoice/check request for program and funding source? YES □ NO □

10. Who prepares the checks? YES □ NO □

11. Who signs the checks? 12. Who mails the checks? YES □ NO □

13. Who posts the disbursements into the accounting system? YES □ NO □

14. Who is primarily responsible for program accounting? YES □ NO □

15. Are bank accounts reconciled timely and reviewed by an independent person? YES □ NO □

16. Are timesheets signed by the employee and supervisor? YES □ NO □

17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? YES □ NO □

18. Is there an accounting procedure manual? Is it up to date? YES □ NO □

19. Are fees charged for services? YES □ NO □

20. Is program income generated? Is it properly reported? YES □ NO □

21. Are outstanding audit findings resolved? YES □ NO □

22. Are employee taxes paid? YES □ NO □
IV. TESTING OF EXPENSES REIMBURSED

a. On a sample basis, trace checks referenced on the demand operating expense summaries to the paid checks in order to verify proof of payment.

b. On a sample basis, trace employee hours/expenses claimed for reimbursement, as shown on the demand personnel expense summaries, to the supporting source documentation (e.g. employee timesheets/payroll registers).

c. Verify the accuracy of employee hourly/billable rates on the demand personnel expense summaries by recalculating the hourly rates using the payroll registers.

d. For those programs that are reimbursed for indirect costs, review the indirect cost allocation plan that is used to calculate the indirect cost rate to verify it is in compliance with OMB Circular A-122.

For those agencies that receive a HUD approved indirect cost rate, verify that indirect costs reimbursed were calculated in accordance with the HUD approved indirect cost rate agreement. This is in lieu of the procedure referred to above.

V. COMMENTS

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
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__________________________________________________________________________
__________________________________________________________________________
EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]
EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]
<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>PY2021 CDBG PUBLIC FACILITIES MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG) FROM 3/16/22-3/15/24 ). Reconstruction of East Blvd from dead end (Cleveland paper street) across Stanger Ave to dead end within eligible CT 5014.02 BG 1</td>
<td>G-02-21-170-090-21206 Glassboro</td>
<td>19,050.0000</td>
<td>19,050.00</td>
</tr>
</tbody>
</table>

**TOTAL** | 19,050.00  

**CLAIMANT'S CERTIFICATE & 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 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

**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.

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

Signature: [Signature]

Treasurer/CFO

**MAIL VOUCHER WITH INVOICE TO THE 'SHIP TO' ADDRESS**

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF GLASSBORO

THIS AGREEMENT, made and entered into on the 16th day of March 2022 by and between County of Gloucester, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the “County”, and the BOROUGH OF GLASSBORO, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient”, located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a FY 2021 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 FY2021 CDBG funding has been appropriated by the Gloucester County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 obligated not later than two years from the date of signing this Agreement: March 15, 2024.

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. **National Objective** - All activities funded with CDGB funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

3. **Prohibited Activities** - The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

4. **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.

5. **Uniform Administrative Requirements** -
   A. The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and as may be amended, 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).

   **Financial Management** -
   C. **Accounting Standards** - The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502 - Applicability of uniform administrative requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
   D. **Cost Principles** - The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

6. **Procurement and Reversion of Assets**
   A. **General Standards** - The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow, 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property. The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). 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.

   B. **Equipment** - Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the County upon termination of this contract.

   C. **DEBARRED Contractors** - Per Executive Order 12549, “Debarment and Suspension” (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award
contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

7. “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.

8. Documentation and Record Keeping.
   
   A. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
      
      i. Records providing a full description of each activity undertaken;
      
      ii. Records demonstrating that each individual activity undertaken meets one of the National Objectives of the CDBG program;
      
      iii. Records required for determining the eligibility of activities;
      
      iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
      
      v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
      
      vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D and
      
      vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.

   B. Retention: The subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the GRANTEE’S annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later. 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.

   C. Client Data: The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, household income level and all other basis for determining eligibility, and a detailed description of service provided. Such information shall be made available to the County and HUD monitors or their designees for review upon request. All Subrecipient’s records pertaining to this Agreement will be available for inspection by the County and HUD.

   D. Disclosure: The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Subrecipient’s responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

   E. Closeouts: The subrecipient’s obligation to the grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the grantee) and determining the custodianship of records. Notwithstanding the
The foregoing terms of this Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

9. **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.

10. **“Independent Contractor”** - Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

11. **“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.

12. **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.

13. **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. Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. **Grantee Recognition** - The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

15. **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.

16. 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(ies). It is understood that the County shall be held accountible 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(ies), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient has complied with all applicable regulations and requirements.

17. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(ies), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to ensure 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.

18. Labor Standards: Wage Rates (where applicable) –

A. Davis-Bacon

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C. 3141 and 29 CFR 5.5. 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.

i. Determination of Wages to be Paid the Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the New Jersey Prevailing Wage Rate or Davis-Bacon wage rate.

19. "Section 3" Clause

A. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area of the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in
violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20. 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.

21. 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.

22. 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, hereby, 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.

23. 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.

24. Termination Date – The termination date of this Agreement is March 15, 2024.

25. Reporting and 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.

26. Audits - All Subrecipient records with respect to any matters covered by this Agreement shall be made
available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized
representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine,
and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully
cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply
with the above audit requirements will constitute a violation of this Agreement and may result in the
withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in
accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit
Requirements.

A. 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) 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;

2) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and
other supporting documentation shall be submitted with the reimbursement request;

3) 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;

4) 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;

5) 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.
B. 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.

C. 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.

D. 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.

27. 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 hereto have affixed their signatures on the dates specified below:

BOROUGH OF GLASSBORO

(Signature)

By: ______________________________
   (Typed Name/Title)

Date: ______________________________

ATTEST:

(Signature)

BY: ______________________________
   (Typed Name/Title)

Date: ______________________________

Approved by Resolution dated: ______________________________

COUNTY OF GLOUCESTER

(Signature)

By: FRANK J. DIMARCO, Director
   (Typed Name/Title)

Date: ______________________________

ATTEST:

(Signature)

By: LAURIE J. BURNS, Clerk of the Board
   (Typed Name/Title)

Date: ______________________________

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 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 fees 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 the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The site(s) for the performance of work done in connection with the specific grant:

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

BOROUGH OF GLASSBORO
East Blvd from dead end (Cleveland paper street) across Stanger Ave to dead end within eligible CT 5014.02 BG 1
Glassboro, NJ
GLOUCESTER COUNTY, NEW JERSEY

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

________________________________________
Signature

________________________________________
Typed Name

________________________________________
Date

ATTEST:

________________________________________
Signature of Person Attesting Signature

________________________________________
Typed Name – Person Attesting Signature

________________________________________
Title – Person Attesting Signature

________________________________________
Date of Attesting Person’s Signature
APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph (a)

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 (b)

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

2. The certification set out in paragraph (a) 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 applies 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 charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

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

   “Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) all “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient’s payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient’s payroll; or employees of Municipalities or subcontractors in covered workplaces).
EXHIBIT 2

SCOPE OF SERVICES
EXHIBIT 2

SCOPE OF SERVICES

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

Agency: BOROUGH OF GLASSBORO
Activity Name: East Blvd from dead end (Cleveland paper street) across Stanger Ave to dead end within eligible CT 5014.02 BG 1
Activity Number: CD-21-FF5

ACTIVITY DESCRIPTION

- The total PY 2021 CDBG budget for this activity shall not exceed: $19,050.00. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on March 15, 2024. The Agreement is for Reconstruction of East Blvd from dead end (Cleveland paper street) across Stanger Ave to dead end within eligible CT 5014.02 BG 1. This activity is funded as a low mod area category benefiting low-moderate income persons.
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

<table>
<thead>
<tr>
<th>30 Days</th>
<th>60 Days</th>
<th>90 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subrecipient completes internal review, including collection of loan recipient information.</td>
<td>County completes formal monitoring evaluation of subrecipients</td>
<td>County completes annual CDBG CAPER; submits same to HUD.</td>
</tr>
</tbody>
</table>

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

☐ Funding Application  ☐ Program Files
☐ Program  ☐ Agreement/Budget  Client
☐ Demands/Invoices  ☐ Personnel/Volunteer Files
☐ Quarterly Reports/Backup  ☐ Accounting Files & Procedures
☐ Correspondence  ☐ Reports  Marketing Materials
☐ Previous Monitoring

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: __________________________)
  ☐ 51% Low / Mod
☐ Prevention or elimination of slums or blight
☐ Urgent Need

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: 

<table>
<thead>
<tr>
<th>Objective</th>
<th>Performance (as of _________)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

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
☐ Name, address, phone # of applicant to be assisted
☐ Urban County Resident?
☐ Documentation on the type & duration of services
☐ Number in household
☐ Ethnicity, age, gender of applicant
☐ Follow-up services

☐ Female Head of household identified
☐ Date client applied for services
☐ Household income level provided
☐ Source & amount of all household income
☐ Updated ethnic categories used
☐ Job placement information

Other information collected: ____________________________

VII. COMPUTER SYSTEMS/STORAGE

YES ☐ NO ☐

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?

2. Are passwords changed at regular intervals? Are they unique and confidential?
YES NO

3. Are passwords promptly cancelled for terminated employees?
YES NO

4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?

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

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? _______________________

______________________________________________________________________________

______________________________________________________________________________

______________________________________________________________________________
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: ___________________
III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

1. Are budgets compared to actual expenses/revenues during the year? □ □
2. Are significant variances from the budget researched and explained? □ □
3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? □ YES □ NO □ YES □ 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? □ □
16. Are timesheets signed by the employee and supervisor? □ □
17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? □ □
18. Is there an accounting procedure manual? Is it up to date? □ □
19. Are fees charged for services? □ □
20. Is program income generated? Is it properly reported? □ □
21. Are outstanding audit findings resolved? □ □
22. Are employee taxes paid? □ □
IV. Testing of Expenses Reimbursed

a. On a sample basis, trace checks referenced on the demand operating expense summaries to the paid checks in order to verify proof of payment.

b. On a sample basis, trace employee hours/expenses claimed for reimbursement, as shown on the demand personnel expense summaries, to the supporting source documentation (e.g. employee timesheets/payroll registers).

c. Verify the accuracy of employee hourly/billable rates on the demand personnel expense summaries by recalculating the hourly rates using the payroll registers.

d. For those programs that are reimbursed for indirect costs, review the indirect cost allocation plan that is used to calculate the indirect cost rate to verify it is in compliance with OMB Circular A-122.

For those agencies that receive a HUD approved indirect cost rate, verify that indirect costs reimbursed were calculated in accordance with the HUD approved indirect cost rate agreement. This is in lieu of the procedure referred to above.

V. Comments

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________

__________________________________________________________________________________________
EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]
EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]
<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
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<tr>
<td>1.00</td>
<td>PY2021 CDBG PUBLIC FACILITIES MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG) FROM 3/16/22-3/15/24 Removal of architectural barriers through the installation of ADA curbs at intersections Crafton Avenue &amp; South Broadway, Cedar Avenue &amp; Grant Avenue, Cedar Avenue &amp; Laurel Avenue/Carew Avenue, East Holly Avenue (Cr 624) &amp; Linden Avenue, East Holly Avenue (Cr 624) &amp; Franklin Ave IDIS#3257</td>
<td>G-02-21-170-090-21215 Pitman</td>
<td>50,000.0000</td>
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<td>50,000.00</td>
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</tbody>
</table>

**CLAIMANT'S CERTIFICATE & 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 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.

**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.

**APPROVAL TO PURCHASE:**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

X VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF PITMAN

THIS AGREEMENT, made and entered into on the 16th day of March 2022 by and between County of Gloucester, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the “County”, and the BOROUGH OF PITMAN, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient”, located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a FY 2021 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 FY2021 CDBG funding has been appropriated by the Gloucester County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 it CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully obligated not later than two years from the date of signing this Agreement: March 15, 2024.

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. **National Objective** - All activities funded with CDGB funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

3. **Prohibited Activities** - The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

4. **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 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.

5. **Uniform Administrative Requirements**
   
   A. The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and as may be amended, 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).

6. **Financial Management**

   C. **Accounting Standards**: The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502 - Applicability of uniform administrative requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

   D. **Cost Principles**: The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate.

6. **Procurement and Reversion of Assets**

   A. **General Standards** - The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow. 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property. The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). 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.

   B. **Equipment** - Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the County upon termination of this contract.
C. DEBARRED Contractors – Per Executive Order 12549, “Debarment and Suspension” (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

7. “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.

8. Documentation and Record Keeping –

A. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
   i. Records providing a full description of each activity undertaken;
   ii. Records demonstrating that each individual activity undertaken meets one of the National Objectives of the CDBG program;
   iii. Records required for determining the eligibility of activities;
   iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
   vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D and
   vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.

B. Retention: The subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the GRANTEE’S annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later. 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.

C. Client Data: The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, household income level and all other basis for determining eligibility, and a detailed description of service provided. Such information shall be made available to the County and HUD monitors or their designees for review upon request. All Subrecipient’s records pertaining to this Agreement will be available for inspection by the County and HUD.

D. Disclosure: The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Subrecipient’s responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Closeouts: The subrecipient’s obligation to the grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not
limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the grantee) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

9. **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 ensuring 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.

10. “Independent Contractor” - Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

11. “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.

12. **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.

13. **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. Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee’s environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. **Grantee Recognition** - The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
15. **Insuranc**e - 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.

16. **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 ensure that the Subrecipient has complied with all applicable regulations and requirements.

17. **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 ensure 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.

18. **Labor Standards: Wage Rates** (where applicable)

   **A. Davis-Bacon**

   Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

   Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.
i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C. 3141 and 29 CFR 5.5. 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.

i. Determination of Wages to be Paid: the Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the New Jersey Prevailing Wage Rate or Davis-Bacon wage rate.

19. "Section 3" Clause -

A. Compliance -

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income persons residing within the service area of the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications -

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places.
available to employees and applicants for employment or training.

C. Subcontracts
Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20. 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.

21. 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.

22. 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.

23. 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.

24. Termination Date – The termination date of this Agreement is March 15, 2024.

25. Reporting and 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.

26. Audits - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

A. 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) 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;

2) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;

3) 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;

4) 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;

5) 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.

B. 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.

C. 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.

D. 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.

27. 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 hereto have affixed their signatures on the dates specified below:

BOROUGH OF PITMAN

(Signature)

By:

(Typed Name/Title)

Date:

ATTEST:

(Signature)

BY:

(Typed Name/Title)

Date:

Approved by Resolution dated:

______________________________

COUNTY OF GLOUCESTER

(Signature)

By: FRANK J. DIMARCO, Director

(Typed Name/Title)

Date:

ATTEST:

(Signature)

By: LAURIE J. BURNS, Clerk of the Board

(Typed Name/Title)

Date:

Approved by Resolution dated:

______________________________
EXHIBIT 1

CERTIFICATIONS
EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

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

(a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
(b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
(c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
(d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
(e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
(f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
(g) The grant will be conducted and administered in compliance with;

1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
2. The Fair Housing Act (42 U.S.C. 3601-20);

(h) It will affirmatively further fair housing;
(i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
(j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless;

1. Funds received under section 107 of the Act are used to pay the proportion of such fees 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 (I) above;

(k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
(l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
(m) It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
(n) To the best of its knowledge and belief:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about-
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The site(s) for the performance of work done in connection with the specific grant:

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

BOROUGH OF PITMAN
Intersections Crafton Avenue & South Broadway, Cedar Avenue & Grant Avenue, Cedar Avenue & Laurel Avenue/Carew Avenue, East Holly Avenue (CR 624) & Linden Avenue, East Holly Avenue (CR 624) & Franklin Ave
Pitman, NJ
GLOUCESTER COUNTY, NEW JERSEY

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

__________________________
Signature

__________________________
Typed Name

__________________________
Date

ATTEST:

__________________________
Signature of Person Attesting Signature

__________________________
Typed Name – Person Attesting Signature

__________________________
Title – Person Attesting Signature

__________________________
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 Workplace 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 applies 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 charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

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

"Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All "direct Charge" employees; (ii) all "Indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient’s payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient’s payroll, or employees of Municipalities or subcontractors in covered workplaces).
EXHIBIT 2

SCOPE OF SERVICES
EXHIBIT 2

SCOPE OF SERVICES

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

Agency: BOROUGH OF PITMAN
Activity Name: Removal of architectural barriers through the installation of ADA curbs at intersections Crafton Avenue & South Broadway, Cedar Avenue & Grant Avenue, Cedar Avenue & Laurel Avenue/Carew Avenue, East Holly Avenue (CR 624) & Linden Avenue, East Holly Avenue (CR 624) & Franklin Ave
Activity Number: CD-21-PF6

ACTIVITY DESCRIPTION

- The total PY 2021 CDBG budget for this activity shall not exceed: $50,000.00. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on March 15, 2024. The Agreement is for removal of architectural barriers through the installation of ADA curbs at intersections Crafton Avenue & South Broadway, Cedar Avenue & Grant Avenue, Cedar Avenue & Laurel Avenue/Carew Avenue, East Holly Avenue (CR 624) & Linden Avenue, East Holly Avenue (CR 624) & Franklin Ave. This activity is funded as a low mod clientele category benefiting presumed low-moderate income persons who are handicapped.
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

<table>
<thead>
<tr>
<th>30 Days</th>
<th>60 Days</th>
<th>90 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subrecipient completes internal review, including collection of loan recipient information.</td>
<td>County completes formal monitoring evaluation of subrecipients</td>
<td>County completes annual CDBG CAPER; submits same to HUD.</td>
</tr>
</tbody>
</table>

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.
I. PROGRAM INFORMATION

<table>
<thead>
<tr>
<th>Date of Visit:</th>
<th>Contract Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Period:</td>
<td></td>
</tr>
<tr>
<td>Program Name/#:</td>
<td>Subrecipient Name:</td>
</tr>
<tr>
<td>Subrecipient Staff Interviewed:</td>
<td>Name/Title</td>
</tr>
<tr>
<td>Responsibilities</td>
<td></td>
</tr>
<tr>
<td>Evaluator Name:</td>
<td>Signature of Evaluator:</td>
</tr>
<tr>
<td></td>
<td>Date:</td>
</tr>
</tbody>
</table>

II. EVALUATOR REVIEWED

- [ ] Funding Application
- [ ] Program
- [ ] Demands/Invoices
- [ ] Quarterly Reports/Backup
- [ ] Correspondence
- [ ] Previous Monitoring
- [ ] Program Files
- [ ] Agreement/Budget
- [ ] Client
- [ ] Audit
- [ ] Files
- [ ] Personnel/Volunteer Files
- [ ] Accounting Files & Procedures
- [ ] Current Budget/Sources & Uses
- [ ] 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: ____________ )
- [ ] 51% Low / Mod
- [ ] Prevention or elimination of slums or blight
- [ ] Urgent Need

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

__________________________________________________________________________
IV. PROGRAM PERFORMANCE

Describe the program's intake and service delivery process:

List program contracted goals:

<table>
<thead>
<tr>
<th>Objective</th>
<th>Performance (as of ________)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

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
- Name, address, phone # of applicant to be assisted □
- Urban County Resident? □
- Documentation on the type & duration of services □
- Number in household □
- Ethnicity, age, gender of applicant □
- Follow-up services □

Other information collected: ____________________________

Female Head of household identified □
Date client applied for services □
Household Income level provided □
Source & amount of all household income □
Updated ethnic categories used □
Job placement information □

VII. COMPUTER SYSTEMS/STORAGE

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? □ □
2. Are passwords changed at regular intervals? Are they unique and confidential? YES NO □ □
3. Are passwords promptly cancelled for terminated employees? YES NO □ □
4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files? □ □
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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Does the organization have personnel policies, drug policy and affirmative action policy? [ ]

Does the organization have policies and procedures to address personnel complaints? [ ]

Does the organization have policies and procedures to address client complaints? [ ]

Are Equal Opportunity posters displayed? [ ]

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? _______________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________

_____________________________________________________________________
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**

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

a. On a sample basis, trace checks referenced on the demand operating expense summaries to the paid checks in order to verify proof of payment.

b. On a sample basis, trace employee hours/expenses claimed for reimbursement, as shown on the demand personnel expense summaries, to the supporting source documentation (e.g. employee timesheets/payroll registers).

c. Verify the accuracy of employee hourly/billable rates on the demand personnel expense summaries by recalculating the hourly rates using the payroll registers.

d. For those programs that are reimbursed for indirect costs, review the indirect cost allocation plan that is used to calculate the indirect cost rate to verify it is in compliance with OMB Circular A-122.

For those agencies that receive a HUD approved indirect cost rate, verify that indirect costs reimbursed were calculated in accordance with the HUD approved indirect cost rate agreement. This is in lieu of the procedure referred to above.

V. Comments

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]
EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]
## COUNTY OF GLOUCESTER PURCHASING DEPARTMENT

**P.O. Box 337, Woodbury, NJ 08096**  
**(856) 853-3420 • Fax (856) 251-6777**

---

### PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS

**THIS NUMBER MUST APPEAR ON ALL INVOICES**

- **No.**: 22-02034
- **Order Date**: 03/04/22
- **Requisition No**: RZ-01910
- **Delivery Date**:  
- **State Contract**: CDBG Contract  
- **Account Num:**

---

**VENDOR #: SWDE0250**

- **BOROUGH OF SWEDESBORO**  
  **1500 Kings Highway**  
  **Swedesboro, NJ 08085**

---

**SALES TAX ID #: 21-6000680**

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### QTY/UNIT | DESCRIPTION | ACCOUNT NO. | UNIT PRICE | TOTAL COST
---|---|---|---|---
1.00 | PY2021 CDBG	PUBLIC FACILITIES MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG) FROM 3/16/22-3/15/24 | G-02-21-170-090-21217 Swedesboro | 50,000.0000 | 50,000.00

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**TOTAL**: 50,000.00

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### CLAIMANT'S CERTIFICATE & 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 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.

---

**VENDOR SIGN HERE**

| TAX ID NO. OR SOCIAL SECURITY NO. | DATE |
---|---|

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### 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.

---

### APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW**

---

**TREASURER / CFO**

---

**QUALIFIED PURCHASING AGENT**

---

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF SWedesboro

THIS AGREEMENT, made and entered into on the 16th day of March 2022 by and between County of Gloucester, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the “County”, and the BOROUGH OF SWedesboro, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient”, located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a FY 2021 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 FY2021 CDBG funding has been appropriated by the Gloucester County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 it CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully obligated not later than two years from the date of signing this Agreement: March 15, 2024.

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. **National Objective** - All activities funded with CDGB funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

3. **Prohibited Activities** - The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

4. **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.

5. **Uniform Administrative Requirements**
   - A. The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and as may be amended, 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).

**Financial Management**

C. Accounting Standards: The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502 - Applicability of uniform administrative requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

D. Cost Principles: The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

6. **Procurement and Reversion of Assets**

A. General Standards - The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow, 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property. The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). 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.

B. Equipment - Purchase of equipment is an allowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the County upon termination of this contract.

C. DEBARRED Contractors - Per Executive Order 12549, “Debarment and Suspension” (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award
contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

7. "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.

8. Documentation and Record Keeping -
   A. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
      i. Records providing a full description of each activity undertaken;
      ii. Records demonstrating that each individual activity undertaken meets one of the National Objectives of the CDBG program;
      iii. Records required for determining the eligibility of activities;
      iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
      v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
      vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D and
      vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.

   B. Retention: The subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the GRANTEE’S annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later. 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.

   C. Client Data: The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, household income level and all other basis for determining eligibility, and a detailed description of service provided. Such information shall be made available to the County and HUD monitors or their designees for review upon request. All Subrecipient’s records pertaining to this Agreement will be available for inspection by the County and HUD.

   D. Disclosure: The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Subrecipient’s responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

   E. Closeouts: The subrecipient’s obligation to the grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the grantee) and determining the custodianship of records. Notwithstanding the
foregoing, the terms of this Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

9. 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.

10. “Independent Contractor” - Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

11. “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.

12. 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.

13. 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. Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee’s environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. Grantee Recognition - The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

15. 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.

16. **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(ies). 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(ies), prior to having received proper invoice(s) and copies of
supporting documentation from the Subrecipient for the expenses incurred, to ensure that the Subrecipient
has complied with all applicable regulations and requirements.

17. **Environmental Clearance** -- The County shall be responsible for carrying out environmental reviews and
clearances on all activity(ies), where applicable, prior to having received proper invoice(s) and copies of
supporting documentation from the Subrecipient for the expenses incurred, to ensure 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.

18. **Labor Standards: Wage Rates** (where applicable) --

A. **Davis-Bacon**

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the
Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40
U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to
labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees
to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing
regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing
wage monitor to document compliance with hour and wage requirements of this part for applicable
activities. Such documentation shall be made available to Grantee for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property
containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for
construction, renovation or repair work financed in whole or in part with assistance provided under this
Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts
and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR
Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey
workers; provided that, if wage rates higher than those required under the regulations are imposed by
state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to
require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all
such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. The activity funded by this Agreement is subject to the labor standards requirements of the
Davis-Bacon Act as amended and codified at 40 U.S.C.3141 and 29 CFR 5.5. 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.

i. Determination of Wages to be Paid The Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the New Jersey Prevailing Wage Rate or Davis-Bacon wage rate.

19. "Section 3" Clause -
A. Compliance –
Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area of the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications
Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts
Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in
violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20. **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.

21. **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.

22. **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.

23. **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.

24. **Termination Date** – The termination date of this Agreement is **March 15, 2024.**

25. **Reporting and 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.

26. Audits - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Granite, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

A. 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) 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;

2) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;

3) 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;

4) 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;

5) 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.

B. 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.

C. 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.

D. 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.

27. 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 hereto have affixed their signatures on the dates specified below:

BOROUGH OF SWEDESBORO

(Signature)

By: ________________________________
Typed Name/Title

Date: ________________________________

ATTEST:

(Signature)

BY: ________________________________
Typed Name/Title

Date: ________________________________

Approved by Resolution dated:

____________________________________

COUNTY OF GLOUCESTER

(Signature)

By: FRANK J DIMARCO, Director
Typed Name/Title

Date: ________________________________

ATTEST:

(Signature)

BY: LAURIE J. BURNS, Clerk of the Board
Typed Name/Title

Date: ________________________________

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 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 fees or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under Section 106 of the Act to comply with the requirements of subparagraph (1) above;

(k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
(l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.

(m) It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
(n) To the best of its knowledge and belief:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about:

   (a) The dangers of drug abuse in the workplace;

   (b) The grantee's policy of maintaining a drug-free workplace;

   (c) Any available drug counseling, rehabilitation, and employee assistance program's; and

   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;

   (a) Abide by the terms of the statement; and

   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The site(s) for the performance of work done in connection with the specific grant;

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

BOROUGH OF SWEDESBORO
Intersections Helms Ave & Anderson Ave, Helms & Vanneman Ave, Helms & Broad St, Helms & Weatherby Ave, 3rd St & Railroad Ave
Swedesboro, NJ
GLOUCESTER COUNTY, NEW JERSEY

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

________________________________________
Signature

________________________________________
Typed Name

________________________________________
Date

ATTEST:

________________________________________
Signature of Person Attesting Signature

________________________________________
Typed Name – Person Attesting Signature

________________________________________
Title – Person Attesting Signature

________________________________________
Date of Attesting Person’s Signature
APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph o

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 9

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 Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace 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 applies to this certification. Municipal attention is called in particular, to the following definitions from these rules:

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

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

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

“Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient’s payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient’s payroll; or employees of Municipalities or subcontractors in covered workplaces).
EXHIBIT 2

SCOPE OF SERVICES
EXHIBIT 2

SCOPE OF SERVICES

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

Agency: BOROUGH OF SWEDESBORO
Activity Name: Removal of architectural barriers through the installation of ADA curbs at intersections Helms Ave & Anderson Ave, Helms & Vanneman Ave, Helms & Broad St, Helms & Weatherby Ave, 3rd St & Railroad Av
Activity Number: CD-21-PF7

ACTIVITY DESCRIPTION

- The total PY 2021 CDBG budget for this activity shall not exceed: $50,000.00. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on March 15, 2024. The Agreement is Removal of architectural barriers through the installation of ADA curbs at intersections Helms Ave & Anderson Ave, Helms & Vanneman Ave, Helms & Broad St, Helms & Weatherby Ave, 3rd St & Railroad Av. This activity is funded as a low mod clientele category benefiting presumed low-moderate income persons who are handicapped.
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

<table>
<thead>
<tr>
<th>30 Days</th>
<th>60 Days</th>
<th>90 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subrecipient completes internal review, including collection of loan recipient information.</td>
<td>County completes formal monitoring evaluation of subrecipients</td>
<td>County completes annual CDBG CAPER; submits same to HUD.</td>
</tr>
</tbody>
</table>

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

- [ ] Funding Application
- [ ] Program
- [ ] Demands/Invoices
- [ ] Quarterly Reports/Backup
- [ ] Correspondence
- [ ] Previous Monitoring
- [ ] Program Files
- [ ] Agreement/Budget
- [ ] Client
- [ ] Audit
- [ ] Files
- [ ] Current Budget/Sources & Uses
- [ ] Personnel/Volunteer Files
- [ ] Accounting Files & Procedures
- [ ] 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: ________________________)
- [ ] 61% Low / Mod
- [ ] Prevention or elimination of slums or blight
- [ ] Urgent Need

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) ____________________________________________________________
IV. PROGRAM PERFORMANCE

Describe the program’s intake and service delivery process: _____________________________________________________________

List program contracted goals:

<table>
<thead>
<tr>
<th>Objective</th>
<th>Performance (as of ________ )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
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</tr>
</tbody>
</table>

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

Other information collected: ________________________________

VII. COMPUTER SYSTEMS/STORAGE

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?

2. Are passwords changed at regular intervals? Are they unique and confidential?
   YES NO

3. Are passwords promptly cancelled for terminated employees?
   YES NO

4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?

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? ☐  ☐

Does the organization have policies and procedures to address personnel complaints? ☐  ☐

Does the organization have policies and procedures to address client complaints? ☐  ☐

Are Equal Opportunity posters displayed? ☐  ☐

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

<table>
<thead>
<tr>
<th>Date of Visit:</th>
<th>Contract Amount:</th>
</tr>
</thead>
<tbody>
<tr>
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<table>
<thead>
<tr>
<th>Contract Period:</th>
<th>Program Name/#:</th>
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<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>Subrecipient Name:</th>
</tr>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>Subrecipient Staff Interviewed: Name/Title</th>
<th>Responsibilities</th>
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</table>

<table>
<thead>
<tr>
<th>Evaluator Name:</th>
<th>Signature of Evaluator:</th>
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<td></td>
<td></td>
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<table>
<thead>
<tr>
<th>Date:</th>
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<tbody>
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</tbody>
</table>

### 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:

<table>
<thead>
<tr>
<th>Source/Budget</th>
<th>Awarded/Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

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

III. **General Accounting Procedures and Internal Controls**

1. Are budgets compared to actual expenses/revenues during the year? □ □
2. Are significant variances from the budget researched and explained? □ □

3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? □ □

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? □ □

16. Are timesheets signed by the employee and supervisor? □ □

17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? □ □

18. Is there an accounting procedure manual? Is it up to date? □ □
19. Are fees charged for services? □ □

20. Is program income generated? Is it properly reported? □ □
21. Are outstanding audit findings resolved? □ □
22. Are employee taxes paid? □ □
IV. **Testing of Expenses Reimbursed**

a. On a sample basis, trace checks referenced on the demand operating expense summaries to the paid checks in order to verify proof of payment.

b. On a sample basis, trace employee hours/expenses claimed for reimbursement, as shown on the demand personnel expense summaries, to the supporting source documentation (e.g. employee timesheets/payroll registers).

c. Verify the accuracy of employee hourly/billable rates on the demand personnel expense summaries by recalculating the hourly rates using the payroll registers.

d. For those programs that are reimbursed for indirect costs, review the indirect cost allocation plan that is used to calculate the indirect cost rate to verify it is in compliance with OMB Circular A-122.

For those agencies that receive a HUD approved indirect cost rate, verify that indirect costs reimbursed were calculated in accordance with the HUD approved indirect cost rate agreement. This is in lieu of the procedure referred to above.

V. **Comments**

__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
__________________________________________________________________________
EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]
EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]
**County of Gloucester Purchasing Department**  
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS**

**NO.** 22-02033

ORDER DATE: 03/04/22  
REQUISITION NO: R2-01911  
DELIVERY DATE:  
STATE CONTRACT: CDBG CONTRACT  
ACCOUNT NUM:

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>PY2021 CDBG PUBLIC FACILITIES MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG) FROM 3/16/22-3/15/24 Safety and road improvements to areas within eligible CT 5012.08 at Parke Place Blvd IDIS#3239 Washington Township</td>
<td>G-02-21-170-090-217B</td>
<td>116,844.0000</td>
<td>116,844.00</td>
</tr>
</tbody>
</table>

**CLAIMANT'S CERTIFICATE & 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 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  

**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.

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER/CFO  

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF WASHINGTON

THIS AGREEMENT, made and entered into on the 16th day of March 2022 by and between County of Gloucester, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the “County”, and the TOWNSHIP OF WASHINGTON, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient”, located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a FY 2021 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 PY2021 CDBG funding has been appropriated by the Gloucester County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 it CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully obligated not later than two years from the date of signing this Agreement: March 15, 2024.

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. **National Objective** - All activities funded with CDGB funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

3. **Prohibited Activities** - The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

4. **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 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.

5. **Uniform Administrative Requirements**
   - A. The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J at 570.502 and as may be amended, 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).

6. **Financial Management**
   - C. Accounting Standards: The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502. Applicability of uniform administrative requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
   - D. Cost Principles: The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

6. **Procurement and Reversion of Assets**
   - A. General Standards – The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property. The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). 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.

   - B. Equipment – Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the County upon termination of this contract.
C. DEBARRED Contractors – Per Executive Order 12549, "Debarment and Suspension" (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

7. "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.

8. Documentation and Record Keeping -
A. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
   i. Records providing a full description of each activity undertaken;
   ii. Records demonstrating that each individual activity undertaken meets one of the National Objectives of the CDBG program;
   iii. Records required for determining the eligibility of activities;
   iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
   vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D and
   vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.

B. Retention: The subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the GRANTEE'S annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later. 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.

C. Client Data: The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, household income level and all other basis for determining eligibility, and a detailed description of service provided. Such information shall be made available to the County and HUD monitors or their designees for review upon request. All Subrecipient’s records pertaining to this Agreement will be available for inspection by the County and HUD.

D. Disclosure: The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Subrecipient’s responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Closeouts: The subrecipient’s obligation to the grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all
unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the grantee) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

9. **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.

10. **"Independent Contractor"** - Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

11. **"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.

12. **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.

13. **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. Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. **Grantee Recognition** - The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
15. **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.

16. **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 ensure that the Subrecipient has complied with all applicable regulations and requirements.

17. **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 ensure 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.

18. **Labor Standards: Wage Rates (where applicable)** –

   A. **Davis-Bacon**

      Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kickback Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

      Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

      i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C. 3141 and 29 CFR 5.5. 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.

i. Determination of Wages to be Paid: The Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the New Jersey Prevailing Wage Rate or Davis-Bacon wage rate.

19. "Section 3" Clause -

A. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area of the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts
Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20. 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.

21. 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.

22. 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.

23. 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.

24. Termination Date — The termination date of this Agreement is March 15, 2024.

25. Reporting and 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.

26. Audits - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F - Audit Requirements.

A. 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) 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;

2) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;

3) 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;

4) 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;

5) 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.

B. 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.

C. 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.

D. 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.

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

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

TOWNSHIP OF WASHINGTON

(Signature)

By: ________________________________
    (Typed Name/Title)

Date: ________________________________

ATTEST:

(Signature)

BY: ________________________________
    (Typed Name/Title)

Date: ________________________________

Approved by Resolution dated: ________________________________

______________________________

COUNTRY OF GLOUCESTER

(Signature)

By: FRANK J. DIMARCO, Director
    (Typed Name/Title)

Date: ________________________________

ATTEST:

(Signature)

By: LAURIE J. BURNS, Clerk of the Board
    (Typed Name/Title)

Date: ________________________________

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 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 fees 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;

(e) 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 designate 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 sub-
paragraph 4(b), with respect to any employee who is so convicted-
(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The site(s) for the performance of work done in connection with the specific grant:

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

TOWNSHIP OF WASHINGTON
Areas within eligible CT 5012.08 BG3 at Parke Place Blvd
Washington Twp, NJ
GLOUCESTER COUNTY, NEW JERSEY

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

Signature

Typed Name

Date

ATTEST:

Signature of Person Attesting Signature

Typed Name – Person Attesting Signature

Title – Person Attesting Signature

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 applies to this certification. Municipal attention is called in particular, to the following definitions from these rules:

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

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

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

   “Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including; (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient’s payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient’s payroll; or employees of Municipalities or subcontractors in covered workplaces).
EXHIBIT 2

SCOPE OF SERVICES
EXHIBIT 2

SCOPE OF SERVICES

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

Agency: TOWNSHIP OF WASHINGTON
Activity Name: Safety and road improvements to areas within eligible CT 5012.08 BG3 at Parke Place Blvd
Activity Number: CD-21-PF8

ACTIVITY DESCRIPTION

- The total PY 2021 CDBG budget for this activity shall not exceed: $116,844.00. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on March 15, 2024. The Agreement is for safety and road improvements to areas within eligible CT 5012.08 BG3 at Parke Place Blvd. This activity is funded as a low mod area category benefiting low-moderate income persons.
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

<table>
<thead>
<tr>
<th>30 Days</th>
<th>60 Days</th>
<th>90 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subrecipient completes internal review, including collection of loan recipient information.</td>
<td>County completes formal monitoring evaluation of subrecipients</td>
<td>County completes annual CDBG CAPER; submits same to HUD.</td>
</tr>
</tbody>
</table>

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

☐ Funding Application ☐ Program Files
☐ Program ☐ Audit Files
☐ Demands/Invoices ☐ Agreement/Budget Client
☐ Quarterly Reports/Backup ☐ Personnel/Volunteer Files
☐ Correspondence ☐ Accounting Files & Procedures
☐ Previous Monitoring ☐ Reports Marketing Materials
☐ Current Budget/Sources&Uses

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:_________________________________________)
☐ 51% Low / Mod
☐ Prevention or elimination of slums or blight
☐ Urgent Need

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:

<table>
<thead>
<tr>
<th>Objective</th>
<th>Performance (as of ________ )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

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

Other information collected: ________________________________

VII. COMPUTER SYSTEMS/STORAGE

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?

2. Are passwords changed at regular intervals? Are they unique and confidential?
   YES NO

3. Are passwords promptly cancelled for terminated employees?
   YES NO

4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?

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

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

<table>
<thead>
<tr>
<th>Date of Visit:</th>
<th>Contract Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Period:</td>
<td>Contract Amount:</td>
</tr>
<tr>
<td>Program Name/#:</td>
<td></td>
</tr>
<tr>
<td>Subrecipient Name:</td>
<td></td>
</tr>
<tr>
<td>Subrecipient Staff Interviewed: Name/Title</td>
<td>Responsibilities</td>
</tr>
<tr>
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<td></td>
<td></td>
</tr>
<tr>
<td>Evaluator Name:</td>
<td></td>
</tr>
<tr>
<td>Signature of Evaluator:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

#### 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:

<table>
<thead>
<tr>
<th>Source/Budget</th>
<th>Awarded/Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

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

III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

1. Are budgets compared to actual expenses/revenues during the year?  
   □ YES □ NO

2. Are significant variances from the budget researched and explained?  
   □ YES □ NO

3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)?  
   □ YES □ 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?  
   □ YES □ NO

16. Are timesheets signed by the employee and supervisor?  
   □ YES □ NO

17. Are functional timesheets used (e.g. hours worked each day broken-out by program)?  
   □ YES □ NO

18. Is there an accounting procedure manual? Is it up to date?  
   □ YES □ NO

19. Are fees charged for services?  
   □ YES □ NO

20. Is program income generated? Is it properly reported?  
   □ YES □ NO

21. Are outstanding audit findings resolved?  
   □ YES □ NO

22. Are employee taxes paid?  
   □ YES □ NO
IV. TESTING OF EXPENSES REIMBURSED

a. On a sample basis, trace checks referenced on the demand operating expense summaries to the paid checks in order to verify proof of payment.

b. On a sample basis, trace employee hours/expenses claimed for reimbursement, as shown on the demand personnel expense summaries, to the supporting source documentation (e.g. employee timesheets/payroll registers).

c. Verify the accuracy of employee hourly/billable rates on the demand personnel expense summaries by recalculating the hourly rates using the payroll registers.

d. For those programs that are reimbursed for indirect costs, review the indirect cost allocation plan that is used to calculate the indirect cost rate to verify it is in compliance with OMB Circular A-122.

For those agencies that receive a HUD approved indirect cost rate, verify that indirect costs reimbursed were calculated in accordance with the HUD approved indirect cost rate agreement. This is in lieu of the procedure referred to above.

V. COMMENTS

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]
County of Gloucester Purchasing Department  
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS**

**NO.** 22-02032

ORDER DATE: 03/04/22
REQUISITION NO.: K2-01912
DELIVERY DATE: STATE CONTRACT: CDBG CONTRACT
ACCOUNT NUM:

SALES TAX ID # 21-6000680

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
</table>
| 1.00     | Py2021 CDBG Public Facilities  
Municipal Agreement for Public Facilities Project Using Community Development Block Grant Funds (CDBG)  
From 3/16/22-3/15/24  
Reconstruction of Brewer Ave from Storrie Ave Warren Ave within CT 5002.01  
BG 2,  
IDIS#9260 | G-02-21-170-090-21220 West Deptford | 50,000.0000 | 50,000.00 |

**CLAIMANT'S CERTIFICATE & DECLARATION**

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certificate being based on signed delivery slips or other reasonable procedures.

**RECEIVER'S CERTIFICATION**

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

TREASURER / CFO

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS  

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
TOWNSHIP OF WEST DEPTFORD

THIS AGREEMENT, made and entered into on the 16th day of March 2022 by and between County of Gloucester, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the “County”, and the TOWNSHIP OF WEST DEPTFORD, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient”, located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a FY 2021 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 PY2021 CDBG funding has been appropriated by the Gloucester County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 obligated not later than two years from the date of signing this Agreement: March 15, 2024.

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. **National Objective** - All activities funded with CDGB funds must meet one of the CDBG program’s National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

3. **Prohibited Activities** - The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

4. **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.

5. **Uniform Administrative Requirements** –
   A. The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and as may be amended, 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).

6. **Financial Management** –
   C. **Accounting Standards**: The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502 - Applicability of uniform administrative requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.
   D. **Cost Principles**: The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

7. **Procurement and Reversion of Assets** -
   A. **General Standards** - The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow, 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property. The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). 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 ensure compliance with the above described procurement requirements.
   B. **Equipment** - Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the County upon termination of this contract.
   C. **DEBARRED Contractors** - Per Executive Order 12549, “Debarment and Suspension” (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award
contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

7. “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.

8. Documentation and Record Keeping -
   A. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
      i. Records providing a full description of each activity undertaken;
      ii. Records demonstrating that each individual activity undertaken meets one of the National Objectives of the CDBG program;
      iii. Records required for determining the eligibility of activities;
      iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
      v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
      vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D and
      vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.

   B. Retention: The subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the GRANTEE’S annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later. 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.

   C. Client Data: The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, household income level and all other basis for determining eligibility, and a detailed description of service provided. Such information shall be made available to the County and HUD monitors or their designees for review upon request. All Subrecipient’s records pertaining to this Agreement will be available for inspection by the County and HUD.

   D. Disclosure: The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Subrecipient’s responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

   E. Closeouts: The subrecipient’s obligation to the grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the grantee) and determining the custodianship of records. Notwithstanding the
foregoing, the terms of this Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

9. **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(ies) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.

10. **“Independent Contractor”** - Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical Insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

11. **“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.

12. **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.

13. **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. Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee’s environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. **Grantee Recognition** - The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

15. **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.

16. **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 ensure that the Subrecipient has complied with all applicable regulations and requirements.

17. **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 ensure 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 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.

18. **Labor Standards: Wage Rates** (where applicable) --

A. **Davis-Bacon**

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C. 3141 and 29 CFR 5.5. 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.

i. Determination of Wages to be Paid The Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the New Jersey Prevailing Wage Rate or Davis-Bacon wage rate.

19. "Section 3" Clause -

A. Compliance—

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area of the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts

Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in
violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20. **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.

21. **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.

22. **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.

23. **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.

24. **Termination Date** – The termination date of this Agreement is **March 15, 2024**.

25. **Reporting and 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(e) 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.

26. Audits - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

A. 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) 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;

2) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;

3) 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;

4) 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;

5) 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.
B. 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.

C. 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.

D. 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.

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

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

TOWNSHIP OF WEST DEPTFORD

(Signature)

By: ________________________________
(Typed Name/Title)

Date: ________________________________

ATTEST:

(Signature)

BY: ________________________________
(Typed Name/Title)

Date: ________________________________

Approved by Resolution dated: ________________________________

______________________________

COUNTY OF GLOUCESTER

(Signature)

By: FRANK J. DIMARCO, Director
(Typed Name/Title)

Date: ________________________________

ATTEST:

(Signature)

By: LAURIE J. BURNS, Clerk of the Board
(Typed Name/Title)

Date: ________________________________

Approved by Resolution dated: ________________________________
EXHIBIT 1

CERTIFICATIONS
EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

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

(a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
(b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
(c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
(d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient’s use of funds, as specified in this Agreement;
(e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
(f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
(g) The grant will be conducted and administered in compliance with;

1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
2. The Fair Housing Act (42 U.S.C. 3601-20);

(h) It will affirmatively further fair housing;
(i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
(j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless;

1. Funds received under section 107 of the Act are used to pay the proportion of such fees 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;
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;

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about-
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The site(s) for the performance of work done in connection with the specific grant:

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

TOWNSHIP OF WEST DEPTFORD
Brewer Ave from Storrie Ave Warren Ave within CT 5002.01 BG 2
West Deptford, NJ
GLOUCESTER COUNTY, NEW JERSEY

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

________________________________________
Signature

c

________________________________________
Typed Name

c

________________________________________
Date

c

ATTEST:

________________________________________
Signature of Person Attesting Signature

c

________________________________________
Typed Name – Person Attesting Signature

c

________________________________________
Title – Person Attesting Signature

c

________________________________________
Date of Attesting Person’s Signature

c
APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. **Lobbying Certification – Paragraph (h)**

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 (j)**

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 applies to this certification. Municipal attention is called in particular, to the following definitions from these rules:

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

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

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

   “Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient’s payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient’s payroll; or employees of Municipalities or subcontractors in covered workplaces).
EXHIBIT 2

SCOPE OF SERVICES
EXHIBIT 2

SCOPE OF SERVICES

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

Agency: TOWNSHIP OF WEST DEPTFORD
Activity Name: Reconstruction of Brewer Ave from Storrie Ave Warren Ave within CT 5002.01 BG 2
Activity Number: CD-21-PF9

ACTIVITY DESCRIPTION

- The total PY 2021 CDBG budget for this activity shall not exceed: $50,000.00. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on March 15, 2024. The Agreement is for reconstruction of Brewer Ave from Storrie Ave Warren Ave within CT 5002.01 BG 2. This activity is funded as a low mod area category benefiting low-moderate income persons.
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**

<table>
<thead>
<tr>
<th>30 Days</th>
<th>60 Days</th>
<th>90 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subrecipient completes internal review, including collection of loan recipient information.</td>
<td>County completes formal monitoring evaluation of subrecipients</td>
<td>County completes annual CDBG CAPER; submits same to HUD.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Date of Visit:</th>
<th>Contract Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contract Period:</th>
<th>Program Name/#:</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Subrecipient Name:

Subrecipient Staff Interviewed: Name/Title

<table>
<thead>
<tr>
<th>Responsibilities</th>
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</thead>
<tbody>
<tr>
<td></td>
</tr>
<tr>
<td></td>
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<tr>
<td></td>
</tr>
</tbody>
</table>

Evaluator Name:

Signature of Evaluator: Date:

## II. Evaluator Reviewed

- [ ] Funding Application
- [ ] Program
- [ ] Demands/Invoices
- [ ] Quarterly Reports/Backup
- [ ] Correspondence
- [ ] Previous Monitoring
- [ ] Program Files
- [ ] Agreement/Budget Client Files
- [ ] Personnel/Volunteer Files
- [ ] Accounting Files & Procedures
- [ ] Reports Marketing Materials
- [ ] Audit
- [ ] Files
- [ ] Current Budget/Sources & Uses

## 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: ______________________)
- [ ] 51% Low / Mod
- [ ] Prevention or elimination of slums or blight
- [ ] Urgent Need

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) ____________________________
IV. PROGRAM PERFORMANCE

Describe the program's intake and service delivery process: __________________________________________

List program contracted goals:

<table>
<thead>
<tr>
<th>Objective</th>
<th>Performance (as of ________ )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

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

Other information collected: ____________________________

VII. COMPUTER SYSTEMS/STORAGE

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?

2. Are passwords changed at regular intervals? Are they unique and confidential? YES NO

3. Are passwords promptly cancelled for terminated employees? YES NO

4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?

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

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

<table>
<thead>
<tr>
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<th></th>
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<tbody>
<tr>
<td>Contract Period:</td>
<td>Contract Amount:</td>
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<tr>
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<thead>
<tr>
<th>Evaluator Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Evaluator:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

## 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:

<table>
<thead>
<tr>
<th>Source/Budget</th>
<th>Awarded/Received</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
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<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

Verify funds awarded/received to income statement/award letters: ____________________________
III. **GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS**

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

a. On a sample basis, trace checks referenced on the demand operating expense summaries to the paid checks in order to verify proof of payment.

b. On a sample basis, trace employee hours/expenses claimed for reimbursement, as shown on the demand personnel expense summaries, to the supporting source documentation (e.g. employee timesheets/payroll registers).

c. Verify the accuracy of employee hourly/billable rates on the demand personnel expense summaries by recalculating the hourly rates using the payroll registers.

d. For those programs that are reimbursed for indirect costs, review the indirect cost allocation plan that is used to calculate the indirect cost rate to verify it is in compliance with OMB Circular A-122.

For those agencies that receive a HUD approved indirect cost rate, verify that indirect costs reimbursed were calculated in accordance with the HUD approved indirect cost rate agreement. This is in lieu of the procedure referred to above.

V. Comments

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]
EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]

## SALES TAX ID # 21-6000660

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>G-02-21-170-090-21223 Woodbury Heights</td>
<td>26,125.0000</td>
<td>26,125.00</td>
<td></td>
</tr>
</tbody>
</table>

### CLAIMANT'S CERTIFICATE & 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 or any person 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.

**VENDOR SIGN HERE**

**DATE**

**TAX ID NO. OR SOCIAL SECURITY NO.**

**DATE**

### 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**

**QUALIFIED PURCHASING AGENT**

**DATE**

### APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW**

**TREASURER / CFO**

**Signature**

### VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF WOODBURY HEIGHTS

THIS AGREEMENT, made and entered into on the 16th day of March 2022 by and between County of Gloucester, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the “County”, and the BOROUGH OF WOODBURY HEIGHTS, 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 FY 2021 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 FY2021 CDBG funding has been appropriated by the Gloucester County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 obligated not later than two years from the date of signing this Agreement: March 15, 2024.

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. **National Objective** - All activities funded with CDGB funds must meet one of the CDBG program’s National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

3. **Prohibited Activities** - The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

4. **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.

5. **Uniform Administrative Requirements** –
   
   A. The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and as may be amended, 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).

6. **Procurement and Reversion of Assets**

   A. **General Standards** – The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow, 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property. The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). 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.

   B. **Equipment** – Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpendable program income, property, equipment, accounts receivable, etc.) shall revert to the County upon termination of this contract.

   C. **DEBARRED Contractors** – Per Executive Order 12.549, “Debarment and Suspension” (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award
contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

7. **"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.

8. **Documentation and Record Keeping.**
   A. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
      i. Records providing a full description of each activity undertaken;
      ii. Records demonstrating that each individual activity undertaken meets one of the National Objectives of the CDBG program;
      iii. Records required for determining the eligibility of activities;
      iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
      v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
      vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D and
      vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.
   B. Retention: The subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the GRANTEE’S annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later. 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.
   C. Client Data: The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, household income level and all other basis for determining eligibility, and a detailed description of service provided. Such information shall be made available to the County and HUD monitors or their designees for review upon request. All Subrecipient’s records pertaining to this Agreement will be available for inspection by the County and HUD.
   D. Disclosure: The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Subrecipient’s responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
   E. Closeouts: The subrecipient’s obligation to the grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the grantee) and determining the custodianship of records. Notwithstanding the
foregoing, the terms of this Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

9. **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.

10. **“Independent Contractor”** - Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

11. **“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.

12. **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.

13. **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. Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee’s environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. **Grantee Recognition** - The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

15. **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, casually, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.

16. **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 ensure that the Subrecipient has complied with all applicable regulations and requirements.

17. **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 ensure 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.

18. **Labor Standards: Wage Rates** (where applicable) --

   **A. Davis-Bacon**

   Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

   Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

   **i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C.3141and 29 CFR 5.5. 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.

i. Determination of Wages to be Paid the Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the New Jersey Prevailing Wage Rate or Davis-Bacon wage rate.

19. "Section 3" Clause -

A. Compliance -

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient’s subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient’s subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area of the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications -

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts -

Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in
violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20. **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.

21. **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.

22. **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.

23. **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.

24. **Termination Date** – The termination date of this Agreement is March 15, 2024.

25. **Reporting and 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.
26. **Audits** - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

A. 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) 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;

2) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;

3) 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;

4) 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;

5) 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.

B. 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.

C. 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.

D. 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.

27. 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 hereto have affixed their signatures on the dates specified below:

BOUROUG OF WOODBURY HEIGHTS

(Signature)

By: _____________________________________________
    (Typed Name/Title)

Date: _____________________________________________

ATTEST:

(Signature)

BY: _____________________________________________
    (Typed Name/Title)

Date: _____________________________________________

Approved by Resolution dated: ______________________

COUNTY OF GLOUCESTER

(Signature)

By: FRANK J. DIMARCO, Director
    (Typed Name/Title)

Date: _____________________________________________

ATTEST:

(Signature)

By: LAURIE J. BURNS, Clerk of the Board
    (Typed Name/Title)

Date: _____________________________________________

Approved by Resolution dated: ______________________
EXHIBIT 1

CERTIFICATIONS
EXHIBIT 1
COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

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

(a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
(b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
(c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;
(d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient’s use of funds, as specified in this Agreement;
(e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
(f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
(g) The grant will be conducted and administered in compliance with;

1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
2. The Fair Housing Act (42 U.S.C. 3601-20);

(h) It will affirmatively further fair housing;
(i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
(j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless;

1. Funds received under section 107 of the Act are used to pay the proportion of such feed or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title 1 of the Act; or
2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (i) 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;
To the best of its knowledge and belief:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-L.L.I. “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

3. It will require that the language of paragraph (n) of this certification 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;

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about-
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee’s policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance program’s; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The site(s) for the performance of work done in connection with the specific grant:

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

BOROUGH OF WOODBURY HEIGHTS
ADA curbs at Moore Street & Temple Ave intersections
Woodbury Heights, NJ
GLOUCESTER COUNTY, NEW JERSEY

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

____________________________
Signature

____________________________
Typed Name

____________________________
Date

ATTEST:

____________________________
Signature of Person Attesting Signature

____________________________
Typed Name – Person Attesting Signature

____________________________
Title – Person Attesting Signature

____________________________
Date of Attesting Person’s Signature
APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. Lobbying Certification – Paragraph (a)

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 (b)

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

2. The certification set out in paragraph (b) 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 charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

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

   “Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient’s payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient’s payroll; or employees of Municipalities or subcontractors in covered workplaces).
EXHIBIT 2

SCOPE OF SERVICES
EXHIBIT 2

SCOPE OF SERVICES

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

Agency: BOROUGH OF WOODBURY HEIGHTS
Activity Name: Removal of architectural barriers through the installation of ADA curbs at Moore Street & Temple Ave intersections
Activity Number: CD-21-PF10

ACTIVITY DESCRIPTION

- The total PY 2021 CDBG budget for this activity shall not exceed: $26,125.00. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on March 15, 2024. The Agreement is for removal of architectural barriers through the installation of ADA curbs at Moore Street & Temple Ave intersections. This activity is funded as a low mod clientele category benefiting presumed low-moderate income persons.
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

<table>
<thead>
<tr>
<th>30 Days</th>
<th>60 Days</th>
<th>90 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subrecipient completes internal review, including collection of loan recipient information.</td>
<td>County completes formal monitoring evaluation of subrecipients</td>
<td>County completes annual CDBG CAPER; submits same to HUD.</td>
</tr>
</tbody>
</table>

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: ____________________________ Date: ____________________________

Signature of Evaluator: ____________________________ Date: ____________________________

II. EVALUATOR REVIEWED

☐ Funding Application
☐ Program
☐ Demands/invoices
☐ Quarterly Reports/Backup
☐ Correspondence
☐ Previous Monitoring

☐ Program Files
☐ Agreement/Budget
☐ Client
☐ Personnel/Volunteer Files
☐ Accounting Files & Procedures
☐ Reports
☐ Marketing Materials

☐ Audit
☐ Files

☐ Current Budget/Sources & Uses

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: ____________________________)
☐ 51% Low / Mod
☐ Prevention or elimination of slums or blight
☐ Urgent Need

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:  

<table>
<thead>
<tr>
<th>Objective</th>
<th>Performance (as of _________)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

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

Other information collected: ________________________________

VII. COMPUTER SYSTEMS/STORAGE

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?

2. Are passwords changed at regular intervals? Are they unique and confidential?
   YES NO

3. Are passwords promptly cancelled for terminated employees?
   YES NO

4. Is off-premises storage maintained for master files and transaction files sufficient to recreate
   YES NO the current master files?

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

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:

<table>
<thead>
<tr>
<th>Source/Budget</th>
<th>Awarded/Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td></td>
</tr>
</tbody>
</table>

Verify funds awarded/received to income statement/award letters: ____________________________
III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

1. Are budgets compared to actual expenses/revenues during the year?

2. Are significant variances from the budget researched and explained?

3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)?

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?

16. Are timesheets signed by the employee and supervisor?

17. Are functional timesheets used (e.g. hours worked each day broken-out by program)?

18. Is there an accounting procedure manual? Is it up to date?

19. Are fees charged for services?

20. Is program income generated? Is it properly reported?

21. Are outstanding audit findings resolved?

22. Are employee taxes paid?
IV. TESTING OF EXPENSES REIMBURSED

a. On a sample basis, trace checks referenced on the demand operating expense summaries to the paid checks in order to verify proof of payment.

b. On a sample basis, trace employee hours/expenses claimed for reimbursement, as shown on the demand personnel expense summaries, to the supporting source documentation (e.g. employee timesheets/payroll registers).

c. Verify the accuracy of employee hourly/billable rates on the demand personnel expense summaries by recalculating the hourly rates using the payroll registers.

d. For those programs that are reimbursed for indirect costs, review the indirect cost allocation plan that is used to calculate the indirect cost rate to verify it is in compliance with OMB Circular A-122.

For those agencies that receive a HUD approved indirect cost rate, verify that indirect costs reimbursed were calculated in accordance with the HUD approved indirect cost rate agreement. This is in lieu of the procedure referred to above.

V. COMMENTS

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]
EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]
**County of Gloucester Purchasing Department**  
PO Box 337, Woodbury, NJ 08096  
(856) 853-3420 • Fax (856) 251-6777

**GLOUC. CO ECONOMIC DEVELOPMENT**  
1480 TANYARD ROAD  
SEWELL, NJ 08080  
856-384-6930 (C. VELAZQUEZ)

**BOROUGH OF WOODBURY HEIGHTS**  
500 ELM AVENUE  
WOODBURY HEIGHTS, NJ 08097

**SALES TAX ID # 21-6000660**

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>PY2021 CDBG PUBLIC FACILITIES MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG) FROM 3/16/22-3/15/24 Removal of architectural barriers through the installation of ADA curbs at Vanderbilt &amp; Moore intersections IDIS#3262</td>
<td>G-02-21-170-090-21223 Woodbury Heights</td>
<td>34,925.0000</td>
<td>34,925.00</td>
</tr>
</tbody>
</table>

**CLAMANT'S CERTIFICATE & 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 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.

**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.

**APPROVAL TO PURCHASE**

**DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW**

**SIGNED**

**DATE**

**QUALIFIED PURCHASING AGENT**

**DEPARTMENT HEAD**

**DATE**

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
BOROUGH OF WOODBURY HEIGHTS

THIS AGREEMENT, made and entered into on the 16th day of March 2022 by and between County of Gloucester, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "County", and the BOROUGH OF WOODBURY HEIGHTS, 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 FY 2021 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 FY2021 CDBG funding has been appropriated by the Gloucester County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

WHEREAS, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the 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 it CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully obligated not later than two years from the date of signing this Agreement: **March 15, 2024**.

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. **National Objective** - All activities funded with CDGB funds must meet one of the CDBG program’s National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

3. **Prohibited Activities** - The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

4. **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.

5. **Uniform Administrative Requirements** –
   A. The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and as may be amended, 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).

**Financial Management** –

C. **Accounting Standards** - The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502 - Applicability of uniform administrative requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

D. **Cost Principles** - The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

6. **Procurement and Reversion of Assets**

   A. **General Standards** - The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property. The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). 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.

   B. **Equipment** - Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the County upon termination of this contract.
C. **DEBARRED Contractors — Per Executive Order 12549, “Debarment and Suspension”** (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligible status. The Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

7. **“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.

8. **Documentation and Record Keeping —**
   
   **A. Records to be Maintained:** The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
   
   i. Records providing a full description of each activity undertaken;
   
   ii. Records demonstrating that each individual activity undertaken meets one of the National Objectives of the CDBG program;
   
   iii. Records required for determining the eligibility of activities;
   
   iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
   
   v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
   
   vi. Financial records as required by 24 CFR 570.502, and 2 CFR 220 Subpart D and
   
   vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.

   **B. Retention:** The subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the GRANTEE’S annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later. 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.

   **C. Client Data:** The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, household income level and all other basis for determining eligibility, and a detailed description of service provided. Such information shall be made available to the County and HUD monitors or their designee for review upon request. All Subrecipient’s records pertaining to this Agreement will be available for inspection by the County and HUD.

   **D. Disclosure:** The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Subrecipient’s responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

   **E. Closeouts:** The subrecipient’s obligation to the grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all
unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the grantee) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

9. **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.

10. **"Independent Contractor"** - Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

11. **"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.

12. **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.

13. **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. Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. **Grantee Recognition** - The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
15. **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.

16. **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 ensure that the Subrecipient has complied with all applicable regulations and requirements.

17. **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 ensure 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.

18. **Labor Standards: Wage Rates** (where applicable) –

A. **Davis-Bacon**

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C.3141 and 29 CFR 5.5. 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.

i. Determination of Wages to be Paid: The Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the New Jersey Prevailing Wage Rate or Davis-Bacon wage rate.

19. "Section 3" Clause -

A. Compliance -

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area of the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts
Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20. 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.

21. 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.

22. 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.

23. 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.

24. Termination Date – The termination date of this Agreement is March 15, 2024.

25. Reporting and 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(e) 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 as a result of changes in CDBG Program statutes, regulations, and/or instructions.

26. Audits. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F — Audit Requirements.

A. 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) 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;

2) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;

3) Gloucester County shall periodically perform reviews of Subrecipient’s financial records and systems not less often than once 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;

4) 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;

5) 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.

B. 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.

C. 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.

D. 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.

27. 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 hereto have affixed their signatures on the dates specified below:

BOUROUG OF WOODBURY HEIGHTS

(Signature)

By: ________________________________

(Typed Name/Title)

Date: ________________________________

ATTEST:

(Signature)

By: ________________________________

(Typed Name/Title)

Date: ________________________________

COUNTY OF GLOUCESTER

(Signature)

By: FRANK J. DIMARCO, Director

(Typed Name/Title)

Date: ________________________________

ATTEST:

(Signature)

By: LAURIE J. BURNS, Clerk of the Board

(Typed Name/Title)

Date: ________________________________

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 it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;

(c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;

(d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient’s use of funds, as specified in this Agreement;

(e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;

(f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;

(g) The grant will be conducted and administered in compliance with:

1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
2. The Fair Housing Act (42 U.S.C. 3601-20);

(h) It will affirmatively further fair housing;

(i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;

(j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless:

1. Funds received under section 107 of the Act are used to pay the proportion of such feed or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or

2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;

(k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;

(l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.

(m) It has adopted and is enforcing:

1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and

2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;
To the best of its knowledge and belief:

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

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form L-11, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph (n) of this certification 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;

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

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

2. Establishing an ongoing drug-free awareness program to inform employees about-
   (a) The dangers of drug abuse in the workplace;
   (b) The grantee's policy of maintaining a drug-free workplace;
   (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
   (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;

4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
   (a) Abide by the terms of the statement; and
   (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The site(s) for the performance of work done in connection with the specific grant:

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

BOROUGH OF WOODBURY HEIGHTS
ADA curbs at Vanderbilt & Moore intersections
Woodbury Heights, NJ
GLOUCESTER COUNTY, NEW JERSEY

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

________________________________________
Signature

________________________________________
Typed Name

________________________________________
Date

ATTEST:

________________________________________
Signature of Person Attesting Signature

________________________________________
Typed Name – Person Attesting Signature

________________________________________
Title – Person Attesting Signature

________________________________________
Date of Attesting Person’s Signature
APPENDIX TO CDBG CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS

A. **Lobbying Certification – Paragraph 9**

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 9**

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

2. The certification set out in paragraph (a) 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 C.F.R 1308.11 through 1308.15);

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

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

   “Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient’s payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient’s payroll; or employees of Municipalities or subcontractors in covered workplaces).
EXHIBIT 2

SCOPE OF SERVICES
EXHIBIT 2

SCOPE OF SERVICES

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

Agency: BOROUGH OF WOODBURY HEIGHTS
Activity Name: Removal of architectural barriers through the installation of ADA curbs at Vanderbilt & Moore intersections
Activity Number: CD-21-PF11

ACTIVITY DESCRIPTION

- The total PY 2021 CDBG budget for this activity shall not exceed: $34,925.00. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on March 15, 2024. The Agreement is for removal of architectural barriers through the installation of ADA curbs at Vanderbilt & Moore intersections. This activity is funded as a low mod clientele category benefiting presumed low-moderate income persons.
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

<table>
<thead>
<tr>
<th>30 Days</th>
<th>60 Days</th>
<th>90 Days</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subrecipient completes internal review, including collection of loan recipient information.</td>
<td>County completes formal monitoring evaluation of subrecipients</td>
<td>County completes annual CDBG CAPER; submits same to HUD.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Date of Visit:</th>
<th>Contract Amount:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contract Period:</td>
<td></td>
</tr>
<tr>
<td>Program Name/#:</td>
<td></td>
</tr>
<tr>
<td>Subrecipient Name:</td>
<td></td>
</tr>
<tr>
<td>Subrecipient Staff Interviewed: Name/Title</td>
<td>Responsibilities</td>
</tr>
<tr>
<td></td>
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<td></td>
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</tr>
<tr>
<td>Evaluator Name:</td>
<td></td>
</tr>
<tr>
<td>Signature of Evaluator:</td>
<td>Date:</td>
</tr>
</tbody>
</table>

## II. EVALUATOR REVIEWED

- [ ] Funding Application
- [ ] Program
- [ ] Demands/Invoices
- [ ] Quarterly Reports/Backup
- [ ] Correspondence
- [ ] Previous Monitoring
- [ ] Program Files
- [ ] Agreement/Budget
- [ ] Client
- [ ] Audit
- [ ] Files
- [ ] Current Budget/Sources & Uses
- [ ] Personnel/Volunteer Files
- [ ] Accounting Files & Procedures
- [ ] 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: )
- [ ] 51% Low / Mod
- [ ] Prevention or elimination of slums or blight
- [ ] Urgent Need

*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: _____________________________

great stuff

List program contracted goals:

<table>
<thead>
<tr>
<th>Objective</th>
<th>Performance (as of ________ )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<tr>
<td>2.</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
</tr>
</tbody>
</table>

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

Other information collected: ___________________________

VII.  COMPUTER SYSTEMS/STORAGE

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?

2. Are passwords changed at regular intervals? Are they unique and confidential? YES NO

3. Are passwords promptly cancelled for terminated employees? YES NO

4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?

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

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

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

a. On a sample basis, trace checks referenced on the demand operating expense summaries to the paid checks in order to verify proof of payment.

b. On a sample basis, trace employee hours/expenses claimed for reimbursement, as shown on the demand personnel expense summaries, to the supporting source documentation (e.g. employee timesheets/payroll registers).

c. Verify the accuracy of employee hourly/billable rates on the demand personnel expense summaries by recalculating the hourly rates using the payroll registers.

d. For those programs that are reimbursed for indirect costs, review the indirect cost allocation plan that is used to calculate the indirect cost rate to verify it is in compliance with OMB Circular A-122.

For those agencies that receive a HUD approved indirect cost rate, verify that indirect costs reimbursed were calculated in accordance with the HUD approved indirect cost rate agreement. This is in lieu of the procedure referred to above.

V. COMMENTS
EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]
EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]
<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.00</td>
<td>FY2021 CDBG PUBLIC FACILITIES MUNICIPAL AGREEMENT FOR PUBLIC FACILITIES PROJECT USING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS (CDBG) FROM 3/16/22-3/15/24 Storm sewer improvements through the installation of additional storm water inlets and piping at the intersection of south Barber Avenue, Carpenter Street and Railroad Avenue, within CT 5010.02 BG 1 IDIS#3261</td>
<td>G-02-21-170-090-21222 woodbury</td>
<td>50,000.0000</td>
<td>50,000.00</td>
</tr>
</tbody>
</table>

**TOTAL** 50,000.00

**CLAIMANT’S CERTIFICATE & 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 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

**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.

**APPROVAL TO PURCHASE**
DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

[Signature]
TREASURER / CFO

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

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
AGREEMENT
FOR USE OF
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
CITY OF WOODBURY

THIS AGREEMENT, made and entered into on the 16th day of March 2022 by and between County of Gloucester, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the “County”, and the CITY OF WOODBURY, a Gloucester County Public Service Subrecipient, hereinafter referred to as the “Subrecipient”, located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

WITNESSETH:

WHEREAS, Gloucester County has received a FY 2021 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 FY2021 CDBG funding has been appropriated by the Gloucester County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

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

1. Use of Funds – The Subrecipient shall expend all or any part of it CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully obligated not later than two years from the date of signing this Agreement: March 15, 2024.

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. **National Objective** - All activities funded with CDGB funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

3. **Prohibited Activities** - The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

4. **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.

5. **Uniform Administrative Requirements** –
   A. The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and as may be amended, 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).

**Financial Management** –

C. **Accounting Standards:** The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502 - Applicability of uniform administrative requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

D. **Cost Principles:** The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

6. **Procurement and Reversion of Assets**

   A. **General Standards** – The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow, 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property. The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). 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.

   B. **Equipment** – Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the County upon termination of this contract.
C. DEBARRED Contractors – Per Executive Order 12549, “Debarment and Suspension” (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.

7. “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.

8. Documentation and Record Keeping.
   A. Records to be Maintained: The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
      i. Records providing a full description of each activity undertaken;
      ii. Records demonstrating that each individual activity undertaken meets one of the National Objectives of the CDBG program;
      iii. Records required for determining the eligibility of activities;
      iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
      v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
      vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D and
      vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.

B. Retention: The subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the GRANTEE’S annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later. 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.

C. Client Data: The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, household income level and all other basis for determining eligibility, and a detailed description of service provided. Such information shall be made available to the County and HUD monitors or their designees for review upon request. All Subrecipient’s records pertaining to this Agreement will be available for inspection by the County and HUD.

D. Disclosure: The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Subrecipient’s responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.

E. Closeouts: The subrecipient’s obligation to the grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all
unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the grantee) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

9. **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(ies) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.

10. **“Independent Contractor”** - Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an “independent contractor” with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, as the Subrecipient is an independent contractor.

11. **“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.

12. **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.

13. **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. Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee’s environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee’s responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

14. **Grantee Recognition** - The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.
15. 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.

16. 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 ensure that the Subrecipient has complied with all applicable regulations and requirements.

17. 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 ensure 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.

18. Labor Standards: Wage Rates (where applicable) -

A. Davis-Bacon
Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.
Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C.3141 and 29 CFR 5.5. 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.

i. Determination of Wages to be Paid the Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the New Jersey Prevailing Wage Rate or Davis-Bacon wage rate.

19. "Section 3" Clause -

A. Compliance -

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs. Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area of the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

C. Subcontracts
Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20. **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.

21. **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.

22. **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.

23. **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.

24. **Termination Date** – The termination date of this Agreement is **March 15, 2024**.

25. **Reporting and 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.

26. Audits - All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F - Audit Requirements.

A. 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) 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;

2) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;

3) 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;

4) 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;

5) 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.

B. 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.

C. 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.

D. 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 part of their review of the Subrecipient’s audit.

27. 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:

CITY OF WOODURY

(Signature)

By: ____________________________
(Typed Name/Title)

Date: ____________________________

ATTEST:

(Signature)

BY: ____________________________
(Typed Name/Title)

Date: ____________________________

Approved by Resolution dated: ____________________________

COUNTY OF GLOUCESTER

(Signature)

By: FRANK J. DIMARCO, Director
(Typed Name/Title)

Date: ____________________________

ATTEST:

(Signature)

By: LAURIE J. BURNS, Clerk of the Board
(Typed Name/Title)

Date: ____________________________

Approved by Resolution dated: ____________________________
EXHIBIT 1

CERTIFICATIONS
EXHIBIT 1

COMMUNITY DEVELOPMENT BLOCK GRANT
GRANTEE CERTIFICATIONS

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

(a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;

(b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;

(c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low- and moderate-income neighborhoods, as defined by the County;

(d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;

(e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;

(f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;

(g) The grant will be conducted and administered in compliance with;

1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
2. The Fair Housing Act (42 U.S.C. 3601-20);

(h) It will affirmatively further fair housing;

(i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;

(j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless;

1. Funds received under section 107 of the Act are used to pay the proportion of such fees 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-LDL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

3. It will require that the language of paragraph (a) 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 designated on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-
(a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended;

or

(b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

8. The site(s) for the performance of work done in connection with the specific grant:

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

CITY OF WOODBURY
Intersection of South Barber Avenue, Carpenter Street and Railroad Avenue
Woodbury, NJ
GLOUCESTER COUNTY, NEW JERSEY

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

__________________________
Signature

__________________________
Typed Name

__________________________
Date

ATTEST:

__________________________
Signature of Person Attesting Signature

__________________________
Typed Name – Person Attesting Signature

__________________________
Title – Person Attesting Signature

__________________________
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 Workplace 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 applies to this certification. Municipal attention is called in particular, to the following definitions from these rules:

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

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

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

      “Employee” means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All “direct Charge” employees; (ii) all “Indirect charge” employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient’s payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient’s payroll, or employees of Municipalities or subcontractors in covered workplaces).
EXHIBIT 2

SCOPE OF SERVICES
EXHIBIT 2

SCOPE OF SERVICES

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

Agency: CITY OF WOODBURY
Activity Name: Storm sewer improvements through the installation of additional storm water inlets and piping at the intersection of South Barber Avenue, Carpenter Street and Railroad Avenue
Activity Number: CD-21-PF12

ACTIVITY DESCRIPTION

- The total PY 2021 CDBG budget for this activity shall not exceed: $50,000.00. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on March 15, 2024. The Agreement is for storm sewer improvements through the installation of additional storm water inlets and piping at the intersection of South Barber Avenue, Carpenter Street and Railroad Avenue. This activity is funded as a low mod area category benefiting low-moderate income persons.
EXHIBIT 3

AGREEMENT AMENDMENTS

[Add Amendments if applicable]
GLOUCESTER COUNTY

COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

SUBRECIPIENT MONITORING POLICY
INTRODUCTION

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

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

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

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

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

SUBRECIPIENT MONITORING
Monitoring will be conducted as follows:
1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
   ▶ time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient
   ▶ contractor payroll for Davis-Bacon verification, as applicable
   ▶ program income, if any
4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.

5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".

6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
   - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
   - The County will complete its formal monitoring evaluation of its 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

<table>
<thead>
<tr>
<th>30 Days</th>
<th>60 Days</th>
<th>90 Days</th>
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<tbody>
<tr>
<td>Subrecipient completes internal review, including collection of loan recipient information.</td>
<td>County completes formal monitoring evaluation of subrecipients</td>
<td>County completes annual CDBG CAPER; submits same to HUD.</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Date of Visit:</th>
<th>Contract Amount:</th>
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</thead>
<tbody>
<tr>
<td>Contract Period:</td>
<td></td>
</tr>
<tr>
<td>Program Name/#:</td>
<td></td>
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<tr>
<td>Subrecipient Name:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subrecipient Staff Interviewed: Name/Title</th>
<th>Responsibilities</th>
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<tbody>
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</tr>
</tbody>
</table>

Evaluator Name: ___________________________  Date: ____________

Signature of Evaluator: ____________________________

### II. EVALUATOR REVIEWED

- [ ] Funding Application
- [ ] Program
- [ ] Program Files
- [ ] Program Files Audit
- [ ] Demands/Invoices
- [ ] Agreement/Budget Client Files
- [ ] Quarterly Reports/Backup
- [ ] Personnel/Volunteer Files Current Budget/Sources&Uses
- [ ] Correspondence
- [ ] 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: ____________________________)
- [ ] 51% Low / Mod
- [ ] Prevention or elimination of slums or blight
- [ ] Urgent Need

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

__________________________________________________________________________

__________________________________________________________________________
IV. PROGRAM PERFORMANCE

Describe the program’s intake and service delivery process:

List program contracted goals:

<table>
<thead>
<tr>
<th>Objective</th>
<th>Performance (as of ____ )</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
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<tr>
<td>2.</td>
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<tr>
<td>3.</td>
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</tbody>
</table>

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
☐ Name, address, phone # of applicant to be assisted
☐ Urban County Resident?
☐ Documentation on the type & duration of services
☐ Number in household
☐ Ethnicity, age, gender of applicant
☐ Follow-up services

Female Head of household identified
☐ Date client applied for services
☐ Household Income level provided
☐ Source & amount of all household income
☐ Updated ethnic categories used
☐ Job placement information

Other information collected: ____________________________

VII. COMPUTER SYSTEMS/STORAGE

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?
2. Are passwords changed at regular intervals? Are they unique and confidential? YES NO
3. Are passwords promptly cancelled for terminated employees? YES NO
4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?
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? ☐ ☐
Does the organization have policies and procedures to address personnel complaints?   ☐ ☐
Does the organization have policies and procedures to address client complaints? ☐ ☐
Are Equal Opportunity posters displayed? ☐ ☐

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? _____________________________

________________________________________________________

________________________________________________________

________________________________________________________
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:

<table>
<thead>
<tr>
<th>Source/Budget</th>
<th>Awarded/Received</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
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<td>3.</td>
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<tr>
<td>4.</td>
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</tr>
</tbody>
</table>

Verify funds awarded/received to income statement/award letters: __________________________
III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

1. Are budgets compared to actual expenses/revenues during the year? □  □
2. Are significant variances from the budget researched and explained? □  □
3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? □  YES □ NO
4. Are receipts logged at the time mail is opened? □  YES □ 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? □
16. Are timesheets signed by the employee and supervisor? □
17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? □
18. Is there an accounting procedure manual? Is it up to date? □
19. Are fees charged for services? □
20. Is program income generated? Is it properly reported? □
21. Are outstanding audit findings resolved? □
22. Are employee taxes paid? □

IV. TESTING OF EXPENSES REIMBURSED

a. On a sample basis, trace checks referenced on the demand operating expense summaries to the paid checks in order to verify proof of payment.

b. On a sample basis, trace employee hours/expenses claimed for reimbursement, as shown on the demand personnel expense summaries, to the supporting source documentation (e.g. employee timesheets/payroll registers).

c. Verify the accuracy of employee hourly/billable rates on the demand personnel expense summaries by recalculating the hourly rates using the payroll registers.

d. For those programs that are reimbursed for indirect costs, review the indirect cost allocation plan that is used to calculate the indirect cost rate to verify it is in compliance with OMB Circular A-122.

For those agencies that receive a HUD approved indirect cost rate, verify that indirect costs reimbursed were calculated in accordance with the HUD approved indirect cost rate agreement. This is in lieu of the procedure referred to above.

V. COMMENTS

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EXHIBIT 5

LEASE AGREEMENT

[Add if applicable]
EXHIBIT 6

PROPERTY USE REQUIREMENTS

[Add if Applicable]
RESOLUTION AUTHORIZING AMENDMENTS TO THE AGREEMENTS WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION REGARDING FY 2020-2019 AND FY 2021 LOCAL BRIDGES FUTURE NEEDS ("LBFN") FUNDING

WHEREAS, by Resolutions adopted by the County of Gloucester ("County") on October 16, 2019 and on November 24, 2020, applications and agreements with the New Jersey Department of Transportation were authorized in regard to Local Bridges Future Needs (LBFN) funding to be used for the 2020-2019 Gloucester County Bridge Rehabilitation 00026 project, and FY 2021 funding to be used for the 2021 Gloucester County Bridge Rehabilitation Project; and

WHEREAS, amendments are required as to the respective agreements in order to include the use of funds for repairs to County Bridges 0803D01, 0804L05, 0805J10, 0803F18, 0810L03, 0804J06, 0806H05, and 0806H08.

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

1. That amendments to the respective agreements with the New Jersey Department of Transportation are hereby authorized for FY 2020-2019 and FY 2021 Local Bridges Future Needs (LBFN) funding to include repairs to County Bridges 0803D01, 0804L05, 0805J10, 0803F18, 0810L03, 0804J06, 0806H05, and 0806H08.

2. That the Director is hereby authorized to execute and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said amendments.

3. That all terms and provisions of the original, respective Agreements that are not amended herein shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
Clerk of the Board
RESOLUTION AUTHORIZING CHANGE ORDER 01 TO INCREASE 
THE CONTRACT WITH A.P. CONSTRUCTION, INC.

WHEREAS, by Resolution adopted on September 1, 2021 the County of Gloucester 
(“County”) authorized the award of a contract to A.P. Construction, Inc. for $1,398,975.00 for 
labor and materials required regarding the 2021 Gloucester County Stormwater Replacement 
Project, as set forth in Engineering Specifications 21-08SA; and

WHEREAS, the County Engineer has recommended Change Order 01 to increase the 
contract by $139,130.00 for the addition of police traffic directors, 15” high density polyethylene 
pipe, and slip lining of the 60” CMP on Ewan Road over Clem’s Run, resulting in a new total 
contract amount of $1,538,105.00; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of 
the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the 
Board is directed to attest to Change Order 01 to increase the contract with A.P. Construction, 
Inc. by $139,130.00, resulting in a new total contract amount of $1,538,105.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of 
Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS, 
CLERK OF THE BOARD
COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: A.P. Construction, Inc.
   915 S. Blackhorse Pike
   Blackwood, NJ 08012

2. Description of Project or Contract: 2021 Gloucester County Stormwater Maintenance Project Various Locations Throughout the County

3. Date of Original Contract: 1-Sep-21

4. P.O. Number: 21-09607

5. Amount of Original Contract: $1,398,975.00

6. Amount of Previously Authorized Change Order $0.00

7. Amount of this Change Order No. 1: $139,130.00

8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) $1,538,105.00

9. Need or Purpose of this Change Order: Addition of Police Traffic Directors and 15" HDPE to the contract. Slip lining of the 60" CMP on Ewan Road over Clems Run. Quantity adjustments.

This change order requested by [Signature] on 3-1-22 (Department Head) (Date)

Accepted by [Signature] on 2-17-22 (Vendor) (Date)

Approved by the Board of County Commissioners, County of Gloucester

Attest:

Laurie J. Burns
Clerk of the Board

By: Frank J. DiMarco, 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 County Commissioners, County of Gloucester with appropriate Resolution.
NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 1
STATE AID PROJECT

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>21-08 2021 Gloucester County Stormwater Maintenance Project</th>
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<tbody>
<tr>
<td>MUNICIPALITY</td>
<td>Various Locations Throughout the County</td>
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<tr>
<td>COUNTY</td>
<td>County of Gloucester</td>
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<tr>
<td>CONTRACTOR</td>
<td>A.P. Construction, Inc.</td>
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</tbody>
</table>

In accordance with the project Supplementary Specification the following are changes to the contract:
- Addition of Police Traffic Directors to the contract.
- Addition of 10' HDPE to the contract to replace an existing pipe run of the same size.
- Slip lining of the 60' CMP on Evans Road over Clawson Run. Various quantity adjustments to meet the actual constructed field quantities.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>REDUCTIONS</th>
<th>Quantity (+/-)</th>
<th>Unit Prices</th>
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<td>3</td>
<td>60&quot; HIGH DENSITY POLYETHYLENE PIPE</td>
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<td>(120.00)</td>
<td>$480.00</td>
<td>($57,600.00)</td>
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<td>Total Reductions</td>
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<td>($57,600.00)</td>
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<td>SI-2</td>
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Amount of Original Contract: $1,398,075.00
Amount of Original Contract + Change Order No. 1: $1,538,105.00

% Change in Contract: 9.9451% Increase

Approved: [signature]
Gloucester County Engineer

Frank J. DiMarco
(Contractor)

Date: 3/1/22
Date: 2/17/22
RESOLUTION AUTHORIZING CHANGE ORDER 01-FINAL TO DECREASE THE CONTRACT WITH J. FLETCHER CREAMER & SON, INC.

WHEREAS, by Resolution adopted on April 4, 2018 the County of Gloucester ("County") authorized the award of a contract to J. Fletcher Creamer & Son, Inc. for $245,888.00 for services in regard to the 2018-2019 Gloucester County Guiderail Maintenance Project, as set forth in Engineering Specifications 18-06; and

WHEREAS, the County Engineer has recommended Change Order 01-Final to decrease the contract by $217,035.52, due to the final adjustment of contract quantities, resulting in a new total contract amount of $28,852.48; and

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to Change Order 01-Final to decrease the contract with J. Fletcher Creamer & Son, Inc. by $217,035.52, resulting in a new total contract amount of $28,852.48.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor:  J. Fletcher Creamer & Son, Inc.
   101 E. Broadway
   Hackensack, NJ 07601

2. Description of Project or Contract:  Gloucester County Guiderail Maintenance Project

3. Date of Original Contract:  4/4/2018

4. P.O. Number:  Various

5. Amount of Original Contract:  $245,888.00

6. Amount of Previously Authorized Change Order:  $0.00

7. Amount of this Change Order No. 1 FINAL:  -$217,035.52

8. New Total Amount of Contact
   (Total of Numbers 5, 6 & 7 Above)  $28,852.48

9. Need or Purpose of this Change Order:  Final adjustment of contract quantities.

This change order requested by

(Department Head)

on 3-3-22

(Date)

Accepted by

J. Fletcher Creamer & Son, Inc.
Bryan Schmalz/Business Manager

on 1-25-2022

(Date)

Approved by the Board of County Commissioners, County of Gloucester

Attest:

Laurie J. Burns
Clerk of the Board

By:

Frank J. DiMarco, 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 County Commissioners, County of Gloucester with appropriate Resolution.
RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH SOUTH STATE, INC. FROM APRIL 4, 2022 TO APRIL 3, 2024 IN AN AMOUNT NOT TO EXCEED $2,500,000.00 PER YEAR

WHEREAS, the County of Gloucester awarded a bid and entered into a contract on March 17, 2021 with South State, Inc. for the supply, delivery and overlay of hot mix asphalt materials (HMA) as per PD-21-002, which contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County’s Qualified Purchasing Agent has recommended exercising the option to extend the contract for one (1) two-year term from April 4, 2022 to April 3, 2024, in an amount not to exceed $2,500,000.00 per year; and

WHEREAS, the contractor will continue to be engaged on an as-needed basis which does not obligate the County to make any purchase, and therefore, no Certificate of Availability of Funds is required at this time; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County does hereby exercise the option to extend the contract with South State, Inc. for the supply, delivery and overlay of hot mix asphalt materials (HMA) as per PD-21-002, for a two-year period, from April 2, 2022 to April 3, 2024 in an amount not to exceed $2,500,000.00 per year; and, that the County’s Qualified Purchasing Agent is hereby directed to inform said contractor of the extension; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to this contract extension, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at regular a meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING A CONTRACT WITH STRYKER SALES CORPORATION FROM MARCH 16, 2022 TO MARCH 15, 2024 FOR $21,200.00 PER YEAR

WHEREAS, the County has a need to contract for annual preventative maintenance and inspections with battery coverage on ProCare LifePak 1000 AEDs; and

WHEREAS, the Gloucester County Department of Emergency Response has recommended that said services be provided by Stryker Sales Corporation, 3800 E. Centre Avenue, Portage, Michigan 49002-5826; and

WHEREAS, the contract is for $21,200 per year, totaling $42,400.00, from March 16, 2022 to March 15, 2024; and

WHEREAS, the Treasurer has certified the availability of funds in the amount of $21,200.00, pursuant to C.A.F. No. 22-01824, which amount shall be charged against budget line item 2-01-25-250-002-20370. Balance will be encumbered upon adoption of the 2023 Gloucester County Budget; 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)(d); 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 County Commissioners of the County of Gloucester, that the Director of the Board, is authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of contract with Stryker Sales Corporation for annual preventative maintenance and inspections with battery coverage on ProCare LifePak 1000 AEDs, for $21,200.00 per year, totaling $42,400.00, from March 16, 2022 to March 15, 2024.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
STRYKER SALES CORPORATION

THIS CONTRACT is made effective the 16TH day of March, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and STRYKER SALES CORPORATION, with a mailing address of 3800 E. Centre Avenue, Portage, Michigan 49002-5826, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County has a need to contract for annual preventative maintenance and inspections with battery coverage on ProCare LifePak 1000 AEDs; and

WHEREAS, the supplies and services related to this contract is an expansion and ultimately the support and maintenance of proprietary hardware and software which is integrally related to existing computer systems in the County and is an exception to the Local Public Contracts Law 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 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 for the period of two years, from March 16, 2022 to March 15, 2024.

2. COMPENSATION. Vendor shall be compensated in a total contract amount of $42,400.00, as per Vendor’s Quotation, dated February 22, 2022. The total contract amount is payable over the two (2) year period. The County Treasurer has certified the availability of funds in the amount of $21,200.00, pursuant to C.A.F. No. 22-01824, which amount shall be charged
against budget line item 2-01-25-250-002-20370. The balance of $21,200.00 will be encumbered upon adoption of the 2022 Gloucester County Budget.

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 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 Vendor’s Quotation, dated February 22, 2022, attached hereto as 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, sex, veteran status or military service. The Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

   The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.
The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor’s commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

   A. 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.

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

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

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

9. **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.

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

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

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

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

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

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

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

19. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.

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

21. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

22. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of the County and Vendor's Quotation, dated February 22, 2022. If there is a conflict between this Contract and the specification or the Vendor's Quotation, then this Contract and the Specifications shall control.

**THIS CONTRACT** shall be effective the _____ day of __________, 2022.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:  

LAURIE J. BURNS,  
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:  

STRYKER SALES CORPORATION

By:
Title:
ATTACHMENT A
Gloucester County EMS LP1000 Procare

Quote Number: 10494672

Version: 1
Prepared For: GLOUCESTER COUNTY EMS

Remit to: Stryker Medical
          P.O. Box 93308
          Chicago, IL 60673-3308

Rep: Dennis Ellard
Email: dennis.ellard@stryker.com
Phone Number:

Quote Date: 02/22/2022
Expiration Date: 05/23/2022

Delivery Address
Name: GLOUCESTER COUNTY EMS
Account #: 1185303
Address: 1200 N DELSEA DR
          CLAYTON
          New Jersey 08312-1000

End User - Shipping - Billing
Name: GLOUCESTER COUNTY EMS
Account #: 1185303
Address: 1200 N DELSEA DR
          CLAYTON
          New Jersey 08312-1000

Bill To Account
Name: GLOUCESTER COUNTY EMS
Account #: 1185303
Address: 1200 N DELSEA DR
          CLAYTON
          New Jersey 08312-1000

ProCare Products:

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ProCare Total: $42,400.00

Price Totals:

Estimated Sales Tax (0.000%): $0.00
Freight/Shipping: $0.00
Grand Total: $42,400.00

Comments:
Serial numbers listed below
2 year plan with annual payments of $21,200.00

Prices: In effect for 90 days
Terms: Net 30 Days
Gloucester County EMS LP1000 Procare

Quote Number: 10494672

Version: 1
Prepared For: GLOUCESTER COUNTY EMS
Attn:

Remit to: Stryker Medical
P.O. Box 93308
Chicago, IL 60673-3308

Rep: Dennis Ellard
Email: dennis.ellard@stryker.com
Phone Number:

Quote Date: 02/22/2022
Expiration Date: 05/23/2022

Contact your local Sales Representative for more information about our flexible payment options.

______________________________
AUTHORIZED CUSTOMER SIGNATURE
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POLITICAL CONTRIBUTION DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

New Jersey Law, provides that Gloucester County may not enter into a contract for more than $17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election 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.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate “None”):

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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: Stryker Sales LLC, through its Medical Division
Signed: [Signature] 
Print Name: Jennifer N. Collins
Title: Mgr, Strategic Pricing & Contracts
Date: March 3, 2022

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.
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.
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: Stryker Sales LLC, through its Medical Division
Signed: ____________________________ Title: Mgr. Strategic Pricing & Contracts
Print Name: Jennifer N. Collins Date: March 3, 2022

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

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

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

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

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

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

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.
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.
RESOLUTION AUTHORIZING PURCHASES FROM CORE BTS, INC. VIA STATE CONTRACT FROM JANUARY 1, 2022 TO DECEMBER 31, 2022 FOR A TOTAL AMOUNT OF $31,576.54

WHEREAS, the County of Gloucester ("County") has a need to purchase Smartnet total care support services with upgrades and related software and licenses as needed by the County’s Information Technology Department; and

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

WHEREAS, it has been determined that the County can purchase said goods and services from Core BTS, Inc. of 750 Route 202 South, Suite 210, Bridgewater, NJ 08807 via State Contract 21-TELE-01506 from January 1, 2022 to December 31, 2022, for a total amount of $31,576.54, as per Vendor’s Quote Number Q-33960; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-01939, which amount shall be charged against budget line item 2-01-20-140-001-20370.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County’s Qualified Purchasing Agent is authorized to purchase Smartnet total care support services with upgrades and related software and licenses from Core BTS, Inc. via State Contract 21-TELE-01506, from January 1, 2022 to December 31, 2022 for a total amount of $31,576.54, as per Vendor’s Quote Number Q-33960.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
# Smartnet Renewal Co-term 12/31/2022

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<tr>
<th>QTY</th>
<th>Item Number</th>
<th>Description</th>
<th>Term (Months)</th>
<th>Billing Frequency</th>
<th>Price</th>
<th>Ext Price</th>
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<td>CON-ECMU-1</td>
<td>Software Support Service (SWSS) w/upgrades</td>
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<td>CON-SMT-1</td>
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<tr>
<td>1</td>
<td>C9300-DNA-A-24=</td>
<td>C9300 DNA Advantage, 24-Port Term Licenses Spare</td>
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<td>1</td>
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Notes: NASPD ValuePoint State of New Jersey Cisco PAR21-TEL-01506, Master Agreement#ABR3227 (2021-2024)

Please refer to associated coverage details document for contract numbers, coverage dates, serial numbers, and site addresses. Please verify that all coverage dates, site locations, and service levels are correct before ordering. If changes are required, please request a new quote. Pricing may change based on equipment installation site. Standard Cisco maintenance terms and conditions apply.

Accepted by: ____________________________  Printed name: ____________________________  Date: ____________________________

By accepting this quote you agree to Core's standard Terms and Conditions which can be found at https://corebts.com/ingal/T&C.

To ensure fastest processing, please send purchase order/signed quote to purchase.orders@corebts.com and CC the two individuals listed above or fax to (317) 573-1065. If changes are required, please request a revised quote. Thank you for your business!

This proposal is confidential, and shall not be used or disclosed, in whole or in part, for any purpose other than evaluation within the client organization. This quote shall expire on the "Expiration Date" above. Notwithstanding the foregoing, all product and pricing information is based on the latest information available and is subject to change without notice, including at any time prior to the expiration of the quote. All prices are in U.S. dollars. Prices and tax rates are valid in the U.S. only and are subject to change. Sales tax is based on the "ship to" address on your purchase order. Please indicate your taxability status on your purchase order. Product availability is subject to change and cannot be guaranteed. All shipments are FOB origin. Appropriate freight charges will be added at the time of invoice. Please note that this quote may include items which may be subject to vendor restocking fees if returned, or may not be returnable if not defective (all returns are subject to vendor RMA approval). Core passes through all vendor restocking terms and fees without modification, markup, or additional fees. Some vendors do not allow cancellation of orders once placed; if Core is unable to cancel a vendor order, the customer shall have no right to cancel the order.
Cancellation of any licensing or services with a fixed term or indicated as non-cancellable shall incur a termination fee equal to 100% of the cost of the remainder of the term, payable to Core in full upon the effective termination date. If First Invoice Amount is less than the Quote Total this is due to the fact that some or all items have a billing frequency of more than one instance, please consult the billing frequency listed for each item. First Invoice Amount is estimated and may not include shipping/freight, estimated sales tax, and incidental charges.
## County of Gloucester Purchasing Department

**PO Box 337, Woodbury, NJ 08096**  
(856) 853-3420 • Fax (856) 251-6777

**VENDOR #: COREB010**

**CORE BTS, INC.**  
750 ROUTE 202 SOUTH  
SUITE 210  
BRIDGEWATER, NJ 08807

### SALES TAX ID # 21-6000680

<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
</tr>
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ITEM# CON-ECMU-1  
SOFTWARE SUPPORT SERVICES (SWSS)/UPGRADES | 2-01-20-140-001-20370 | 1,212.2800 | 1,212.28 |
| 1.00     | SMARTNET TOTAL CARE 8X3XNBD  
ITEM# C9300-DNA-A-24=  
C9300 DNA ADVANTAGE, 24-PORT TERM LICENSES SPARE | 2-01-20-140-001-20370 | 29,473.8600 | 29,473.86 |
| 1.00     | C9300-DNA-A-48=  
C9300 DNA ADVANTAGE, 48-PORT TERM LICENSES SPARE | 2-01-20-140-001-20370 | 701.4000 | 701.40 |
| 1.00     | NO FREIGHT CHARGE TO CLIENT  
SMARTNET CONTRACT# 203981461  
AS PER QUOTE# Q-33960  
STATE CONTRACT# 21-TELE-01506  
RESOLUTION PASSED: 3/16/2022 | 2-01-20-140-001-20370 | 0.0000 | 0.00 |

**TOTAL:** 31,576.54

---

**CLAIMANT'S CERTIFICATE & 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 within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justified due and owing; and that the amount charged is a reasonable one.

**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.

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

X VENDOR SIGN HERE  
DATE

TAX ID NO. OR SOCIAL SECURITY NO.  
DATE

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

DEPARTMENT HEAD  
DATE

QUALIFIED PURCHASING AGENT

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH WAYMAN FIRE PROTECTION, INC. FROM MARCH 21, 2022 TO MARCH 20, 2023 IN AN AMOUNT NOT TO EXCEED $50,000.00

WHEREAS, the County of Gloucester awarded a bid and entered into a contract on March 21, 2020 with Wayman Fire Protection, Inc. for burglar and fire alarm maintenance and repair for various County-owned buildings as per PD-20-015, which contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County’s Qualified Purchasing Agent has recommended exercising the option to extend the contract for a one (1) year term from March 21, 2022 to March 20, 2023, in an amount not to exceed $50,000.00; and

WHEREAS, the contractor will continue to be engaged on an as-needed basis which does not obligate the County to make any purchase, and therefore, no Certificate of Availability of Funds is required at this time; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County does hereby exercise the option to extend the contract with Wayman Fire Protection, Inc. for burglar and fire alarm maintenance and repair for various County-owned buildings as per PD-20-015, for a one (1) year term from March 21, 2022 to March 20, 2023 in an amount not to exceed $50,000.00; and, that the County’s Qualified Purchasing Agent is hereby directed to inform said contractor of the extension; and

BE IT FURTHER RESOLVED that prior to any purchase made or service rendered pursuant to this contract extension, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH CONTINUANT, INC. FROM APRIL 7, 2022 TO APRIL 6, 2023 FOR $43,253.40

WHEREAS, the County of Gloucester awarded a bid and entered into a contract on April 7, 2021 with Continuant, Inc. for annual maintenance of existing Avaya equipment, as per PD-21-008, which contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County’s Qualified Purchasing Agent has recommended exercising the option to extend the contract for a one (1) year term from April 7, 2022 to April 6, 2023, for $43,253.40; and

WHEREAS, the County Treasurer has certified the availability of funds pursuant to C.A.F. Number 22-01982, which amount shall be charged against budget line item 2-01-20-140-001-20370; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the County does hereby exercise the option to extend the contract with Continuant, Inc. for annual maintenance of existing Avaya equipment, as per PD-21-008, for a one-year period, from April 7, 2022 to April 6, 2023 for $43,253.40; and, that the County’s Qualified Purchasing Agent is hereby directed to inform said contractor of the extension; and

BE IT FURTHER RESOLVED that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to contractor’s proposal number 8098503191 relative to continuation of said maintenance services; and

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
Clerk of the Board
**SALES TAX ID # 21-6000660**

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<td>EQUIPMENT MAINTENANCE OF CURRENT AVAYA PHONE SYSTEM ACCORDING TO PD 21-008 ONE (1) YEAR EXTENSION FROM 4/7/22 - 4/6/23 PASSING BY RESOLUTION 3/16/22 ORIGINALLY PASSED BY RESOLUTION 4/7/21 CONTRACT TERM 4/7/21 - 4/6/22 WITH THE OPTION TO EXTEND FOR TWO TERMS.</td>
<td>2-01-20-140-001-20370</td>
<td>43,253.4000</td>
<td>43,253.40</td>
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**TOTAL** 43,253.40

---

**CLAIMANT'S CERTIFICATE & 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 persons within the knowledge of this claimant in connection with the above claim; the amount therein stated is justly due and owing; and that the charge is a reasonable one.

**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.

---

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

**TREASURER / CFO**

**DATE**

**QUALIFIED PURCHASING AGENT**

**DATE**

---

**VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT**
Maintenance Advantage Plan Renewal

PROPOSAL

Prepared for:
Mike Moncrief
Gloucester County Courthouse
1 North Broad Street
Woodbury, NJ
08096
USA

Prepared by:
Dennis Tyler
dennist@continuant.com

Microsoft Partner
Gold Communications
Gold Collaboration and Content
Gold Cloud Productivity
Gold Windows and Devices
Surface Hub Authorized Reseller

Continuant
5050 20th Street
Fife, WA 98424

www.continuant.com
info@continuant.com
(800) 394-0308
Dear Mike,

Thank you for choosing us to maintain and support your phone system over the last 4 years. We value your business and take pride in providing your organization with top-level support.

This proposal outlines how our Maintenance Advantage Plan (MAP) will continue to extend the life of your phone system and save on your maintenance contract.

Please, read through this proposal. If everything looks good, sign and return it to us. You can then continue enjoying worry-free maintenance and support for your phone system.

Confidently,

Dennis Tyler
Continue to Receive the Benefits from Our Maintenance Advantage Plan

- Low maintenance cost
- Independence from OEM for access to parts and Tier III engineers
- Experts available to assist with your next voice and meeting solution

<table>
<thead>
<tr>
<th>Package</th>
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<tbody>
<tr>
<td>Avaya Base Plan</td>
</tr>
<tr>
<td>• CM S8710</td>
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<td>• CM S8730</td>
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<tr>
<th>Optional Add-On Services</th>
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<tr>
<td>24/7 Onsite Incident Management</td>
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<p>| | |</p>
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<td>Total Monthly Charges</td>
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☐ I have reviewed Locations and Covered Equipment list. (may be listed as an attachment)
## Location & Covered Equipment

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<thead>
<tr>
<th>Location Name</th>
<th>Equipment &amp; Services</th>
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<td>911 Clayton</td>
<td>Avaya CM S8710 - 645 user(s)</td>
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<td>• DOC: 03/01/2022</td>
<td>MAP - Avaya PBX Base Plan</td>
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<td></td>
<td>MAP - 24/7 Onsite Incident Management</td>
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<td>Admin Offices</td>
<td>ESS - DL360G7/G650 - 1 unit(s)</td>
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<td>ESS - S8500/G650 - 1 unit(s)</td>
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<td>Clarksboro 2</td>
<td>LSP - S8300/G450 - 1 unit(s)</td>
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<td>Health Dept</td>
<td>ESS - S85000/G650 - 1 unit(s)</td>
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<td>Additional Equipment - Base Plan</td>
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<td>Historic Courthouse</td>
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<td>MAP - Large Server Support</td>
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<td>MAP - 24/7 Onsite Incident Management</td>
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<td>CMS - Small Server Support</td>
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<td>MAP - 24/7 Onsite Incident Management</td>
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<td>Avaya CM S8730 - 1,271 user(s)</td>
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<td>MAP - Avaya PBX Base Plan</td>
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<td>MAP - 24/7 Onsite Incident Management</td>
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</table>
Ready to Renew?

1. Review the information provided in this proposal
2. Sign the proposal and return it to us
3. Continue enjoying worry-free maintenance and support for your phone system
Maintenance Advantage Plan Scope of Work

SCOPE OF WORK PURPOSE
The purpose of this Scope of Work is to document the tasks Continuant shall undertake and the responsibilities Continuant shall assume as part of its obligation to provide maintenance and support to the customer and to document the allocation of responsibilities between the parties regarding certain operational processes.

DEFINITIONS
- Authorized User - An Authorized User is an individual whom the customer's organization has authorized to request work, perform changes, and approve maintenance windows.
- Covered Equipment - Equipment, hardware, components, and software to be maintained by Continuant is defined as Covered Equipment. All Covered Equipment items must be listed in the contract between Continuant and the customer to be covered under the Maintenance Advantage Plan.
- Customer Requirements Document (CRD) - This is a document used by the Continuant Project Management Office (PMO) to document information about Covered Equipment, customer contacts, and other important information required by Continuant to deliver services effectively.
- Service Operation - The phase of the contract term where all the Service Transition activities are complete. Service Operation commences upon agreement between Continuant and the customer, once the Service Transition phase is complete.
- Service Transition - The phase of the contract term, just after contract signatures, where setup activities begin. Setup activities may include identifying customer stakeholders, establishing remote access, documenting credentials, and activating event management.
- Standard Business Days and Hours - Business days are Monday through Friday, excluding Continuant-observed holidays. Business hours are 8:00am - 5:00pm local time.

PACKAGE SERVICES

Service Desk
The Continuant Service Desk will be the primary communication point for services. The customer will have several ways of interacting with the Service Desk, which will be identified during Service Transition.
Service Desk activities include the following:
- Perform initial analysis, troubleshooting, and diagnostics
- Provide proactive communication of service delivery
- Manage escalations to ensure timely and high-quality resolution
- Management of the online service portal, available to customers at: https://continuant.service-now.com/sp.
Technical Assistance Center (TAC)
Continuant makes technical support available to customers via our team of engineers with Original Equipment Manufacturer (OEM) certifications. The TAC is designed to provide guidance to the customer regarding general questions about their Covered Equipment.

- Does not require Continuant to perform changes or programming
- Does not require onsite technical resources
- Does not require a scheduled maintenance window
- Does not require discovery
- Can be completed in 15 minutes or less

Continuant TAC will stop at 15 minutes. Any work which exceeds 15 minutes will be billed at Time & Material rates. Continuant will advise the customer of the rates and obtain customer approval before providing any further support.

Incident Management
Incident Management ensures normal Service Operation is restored as quickly as possible, and the business impact is minimized. Continuant is responsible for prioritization and management of all incidents throughout the incident’s lifecycle.

Remote Incident Management
Remote Incident Management is provided 24/7 and ensures normal Service Operation is managed through remote connectivity. This service requires the customer to provide Continuant with remote access and login credentials to the Covered Equipment. Activities may include:

- Resolution of service disruptions and performance degradations on Covered Equipment
- Remote diagnostics, troubleshooting, and remote support for onsite personnel
- Management of Incident escalations to ensure timely and high-quality resolution of all cases
- Remote labor to repair or replace Covered Equipment, including the subsequent testing to confirm the correct operation of the device and its operational interface with associated equipment, communication facilities, and services
- Closure of Incidents after receiving confirmation from the affected Authorized User that the Incident has been resolved
- Retention of overall responsibility and ownership of all Incidents until the Incident is closed, subject to customer approval

Continuant may implement a firmware update or security patch to resolve an Incident. If firmware or security patches are not made publicly available by an Original Equipment Manufacturer (OEM), the customer is responsible for providing Continuant with a support contract, or other means, for Continuant to gain access to the firmware or patch.
8/5 Onsite Incident Management
Onsite Incident Management ensures normal Service Operation is restored as quickly as possible through the dispatch of local technicians. The dispatched technicians provide diagnostics, troubleshooting, and/or parts replacement (parts are not included unless they are covered under Hardware Replacement Services). Onsite Incident Management is provided Monday through Friday during Standard Business Hours (local time at the affected location) for all sites with Covered Equipment. The customer is responsible for providing access to the site.

Incident Prioritization:
Continuant classifies and prioritizes Incidents according to Impact and Urgency. Continuant will evaluate Incident Impact and Urgency to classify all Incidents into Priority 1 (P1), Priority 2 (P2), Priority 3 (P3), and Priority 4 (P4) Incident categories.

Impact Definitions:
An Incident is classified according to its impact on the business (the size, scope, and complexity of the Incident). Impact is a measure of the business criticality of an Incident, often equal to the extent to which an Incident leads to the degradation of a service. The four Impact levels are:

1. **Widespread** – The entire inventory of Covered Equipment is affected (more than three quarters of individuals, sites, or devices)
2. **Large** – Multiple sites are affected (between one-half and three-quarters of individuals, sites, or devices)
3. **Localized** – A small number of sites and/or users are affected (between one-quarter and one-half of individuals, sites, or devices)
4. **Individualized** – A single user is affected (less than one-quarter of individuals, sites, or devices)

Urgency Definitions:
Urgency defines the criticality of the Incident to the customer's business. Continuant will work with the customer to understand and set the proper Urgency level. The four Urgency levels are:

1. **Critical** – Primary business function is stopped with no redundancy or backup. There may be an immediate financial impact to the customer's business or organization.
2. **High** – Primary business function is severely degraded or supported by backup or redundant system. There is potential for a significant financial impact to the customer's business.
3. **Medium** – Non-critical business function is stopped or severely degraded. There is a possible financial impact to the customer's business.
4. **Low** – Non-critical business function is degraded. There is little or no financial impact.
Continuant Incident Management Priorities Matrix

<table>
<thead>
<tr>
<th></th>
<th>Widespread</th>
<th>Large</th>
<th>Localized</th>
<th>Individualized</th>
</tr>
</thead>
<tbody>
<tr>
<td>Critical</td>
<td>P1</td>
<td>P1</td>
<td>P2</td>
<td>P2</td>
</tr>
<tr>
<td>High</td>
<td>P1</td>
<td>P2</td>
<td>P2</td>
<td>P3</td>
</tr>
<tr>
<td>Medium</td>
<td>P2</td>
<td>P3</td>
<td>P3</td>
<td>P3</td>
</tr>
<tr>
<td>Low</td>
<td>P4</td>
<td>P4</td>
<td>P4</td>
<td>P4</td>
</tr>
</tbody>
</table>

Continuant will downgrade the Incident Priority in accordance with the reduced severity of Impact or Incident resolution. The case may be left open for a prescribed period while operational stability is being assessed.

The Incident Case will be resolved by Continuant or the customer upon validation of the issue remediation and the system’s returning to operational stability.

**Event Management**

Continuant will provide 24/7 Event Management that includes system monitoring and management of events for Covered Equipment, where applicable and possible. Continuant’s Network Operations Center (NOC) will manage the Event Management services provided to the customer. The Continuant NOC will identify critical components in the customers’ environment and define key event thresholds for the specific system components. Event Management requires the customer to provide remote access and alerting capabilities to Continuant. This may include the customer allowing the installation of Continuant software and/or servers. Continuant will provide structured levels of notifications to the customer for significant events detected in the customers’ environment. Continuant Event Management will trigger Incident Management, where applicable.

**Hardware Replacement**

Continuant will provide Hardware Replacement on specified Covered Equipment. In the event of defective equipment, Continuant will make repairs or provide replacements of the defective equipment with either new equipment or a refurbished equivalent model at Continuant’s discretion. Hardware Replacement includes parts within the telephone system (PBX) such as circuit packs, power supplies, processing elements and cabinetry, voicemail system (as applicable), and the primary server where the covered application resides. Telephone sets, Uninterruptible Power Systems (UPS), personal computers (PC), servers, modems, routers, switches, wireless access points, security appliances, or other devices supporting carrier or PSTN services are not included in this agreement unless specifically noted.
Change Control
Continuant will manage the control of change activities of the Covered Equipment. The primary goal of this process is to ensure all potential risks of performing changes are documented and communicated. Continuant's Change Control responsibilities may consist of the following activities:

- Raise and record change
- Assess the impact, benefit, and risk of proposed changes
- Confirm business justification and obtain approval

The three types of changes are:

**Standard** - Standard Changes are defined as well-known, repeatable, and thoroughly documented procedures. These procedures present a low risk to operations and business services as determined by a standard risk assessment. Standard Changes are preauthorized by the customer to be implemented per terms agreed upon with the customer. If the service owner is concerned about the risk and/or potential impact of a change on other services, then a Normal or Emergency Change should be considered. A list of Standard Change templates may be provided upon request.

**Normal** - Normal Changes are defined as medium/high risk to business services and therefore must follow the normal change management process. The urgency of Normal Changes may be upgraded to accelerate the timeline for implementation given customer business justification of an impending business impact.

**Emergency** - Emergency Changes are defined as high risk to the business and require implementation without proceeding through the normal Change Management process. They may be required to resolve a break/fix situation that has resulted in a service degradation or interruption in service. They may also be needed to address an imminent interruption in service. Emergency Changes should leverage existing Standard Change procedures, when applicable, to reduce the associated risk. These changes should also be related to a corresponding Incident where a service disruption or potential disruption has been recorded.

Service Level Management
Continuant’s Service Level Management (SLM) tracks the performance of managing Incidents and Service Requests with Service Level Objectives (SLO). SLOs apply to work performed on Covered Equipment that is managed exclusively by Continuant. Continuant will adhere to the SLOs during Service Operation. SLOs do not apply during Service Transition.

The following metrics are tracked as SLOs:

- Time to Notify (TTN)
- Time to Restore (TTR)
- Time to Fulfill (TTF)
Time To Notify (TTN)
Continuant will respond to Incidents and Service Requests raised through the management platform by electronically notifying a specified customer contact(s) within the TTN timeframe.

<table>
<thead>
<tr>
<th>Case(s)</th>
<th>Time To Notify</th>
<th>SLO Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Incidents and Service Requests</td>
<td>15 minutes from case opened date/time.</td>
<td>99%</td>
</tr>
</tbody>
</table>

Time to Restore (TTR)
TTR is applicable only to Incident Cases. TTR refers to the time elapsed between the failure which caused the Incident and when Continuant restores the Covered Equipment to an acceptable operational state.

<table>
<thead>
<tr>
<th>Incident Level</th>
<th>Time to Restore</th>
<th>SLA Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>P1 Incidents</td>
<td>4 Hours</td>
<td>95%</td>
</tr>
<tr>
<td>P2 Incidents</td>
<td>12 Hours</td>
<td>95%</td>
</tr>
<tr>
<td>P3 Incidents</td>
<td>72 Hours</td>
<td>95%</td>
</tr>
<tr>
<td>P4 Incidents</td>
<td>120 Hours</td>
<td>95%</td>
</tr>
</tbody>
</table>

Time to Fulfill (TTF)
TTF is only applicable to Service Request cases. Continuant has organized Service Requests into categories, based on the level of complexity and the amount of time required to complete the request. The chart below provides a breakdown of the Continuant SLOs for completing Service Requests within each category:

<table>
<thead>
<tr>
<th>Service Request Category</th>
<th>Time to Fulfill*</th>
<th>SLO Target</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remote Simple</td>
<td>2 Business Days</td>
<td>95%</td>
</tr>
<tr>
<td>Remote Simple - Expedited</td>
<td>8 Hours</td>
<td>95%</td>
</tr>
<tr>
<td>Remote Complex</td>
<td>5 Business Days**</td>
<td>95%</td>
</tr>
<tr>
<td>On-Site Simple</td>
<td>3 Business Days</td>
<td>95%</td>
</tr>
<tr>
<td>On-Site Complex</td>
<td>5 Business Days**</td>
<td>95%</td>
</tr>
<tr>
<td>Project</td>
<td>No SLO, scheduled</td>
<td>N/A</td>
</tr>
</tbody>
</table>
*From receipt of fully qualified and scheduled Change Request.  
**SLO time commences upon Continuant receiving signed quote from customer.  
Business days are Monday through Friday, excluding Continuant-observed holidays.

SLO measurements exclude the following:

- Delays caused by the customer in resolving the qualifying issue (for example, waiting for response on change window or on-site resources)
- Any mutually agreed upon schedule of activities that causes Service Levels to fall outside of measured SLOs defined obligations
- Hardware Replacement delivery to the customer's location, either from a Manufacturer Maintenance Agreement or Hardware Replacement services from Continuant
- Delays or faults caused by third-party equipment, services, or vendors in resolving the qualifying issue
- Other factors outside of Continuant's reasonable control for which Continuant is not responsible
- Acquisition and installation time of new software to be installed on the Covered Equipment due to software defects or bugs

**OPTIONAL ADD-ON SERVICES**

24/7 Onsite Incident Management
Continuant will provide 24/7 Onsite Support that ensures normal Service Operation is restored as quickly as possible and the business impact is minimized through the dispatch of local technicians. Activities may include 24/7 dispatch of local technicians for diagnostics, troubleshooting, and/or parts replacement (parts not included, unless they are covered under Hardware Replacement Services). The Customer is responsible for providing access to the site.

**CUSTOMER RESPONSIBILITIES**
For Continuant to effectively deliver services, the customer must continue to provide information and/or access to Covered Equipment and sites for Continuant.

Continuant Remote Access and Event Management
The Continuant Access and Monitoring Platform may be implemented as part of your MAP service. This platform allows remote access and monitoring for all Covered Equipment supported by Continuant. The access and monitoring platform includes a suite of management applications, consisting of software and hardware required for the delivery of services. Continuant requires the customer to help facilitate the installation and management of the access and monitoring platform. The Access and Monitoring Platform is deployed on the customer's network, in a single configuration instance or multiple instance configurations depending on the number, type, and location of the Covered Equipment. Any delay in establishing remote access or the deployment of the management applications may inhibit the ability for Continuant to deliver services.
The Access and Monitoring Platform is installed during Service Transition for the duration of the contract term. During the contract term, the customer is granted a nonexclusive and nontransferable license to use the hardware and the software resident solely on the supplied access and monitoring platform. Installation of the remote Access and Monitoring Platform may require the following from the customer:

- Network connectivity established per Continuant-supplied guidelines
- Communications facilities and services, including internet and network configuration. These communication facilities and services must be maintained for the duration of the contract term.
- A resource person to support the installation activities of the hardware and software, which may include:
  - Racking
  - Connection to the network
  - Power connection to continuous uninterrupted power, suitable commercial power, and an Uninterruptible Power System (UPS) or other acceptable power back-up facilities.

The customer will use reasonable efforts to provide and maintain the Access and Monitoring Platform in good working order. The customer shall not, nor permit others to, rearrange, disconnect, remove, attempt to repair, or otherwise tamper with any hardware or software in the platform. Should this occur as a result of the customer’s actions without first receiving written consent from Continuant, the customer will be responsible for reimbursing Continuant for the cost to repair any damage caused to the platform. Under no circumstance will Continuant be held liable to the customer or any other parties for the interruption of services, missed SLOs, or for any other loss, cost, or damage that results from the improper use or maintenance of the platform.

Unless otherwise agreed upon, title to all Monitoring Platforms shall remain in the possession of Continuant. The customer must return all associated materials (hardware, software, and documentation) to Continuant immediately upon expiration or termination of the contract term. Continuant expects that, at the time of removal, the platform shall be in the same condition as when installed, except what normal wear and tear is expected. The customer shall reimburse Continuant for the depreciated costs of any platform equipment, whereby the condition of which is deemed beyond normal wear and tear.
Let's Get Started

Proposal Information

Contract Term (Months): 12

Renewal Date:

MSA Number: DL360PG8

Proposal Number: 8098503191

Billing Contact

Full Name:

Email:

Counter Signer

Full Name:

Title:

Entity:

Customer Signature: _______________________

Date: ___________________

This proposal will expire in 90 days.
RESOLUTION AUTHORIZING THE ACCEPTANCE OF STATE/COMMUNITY PARTNERSHIP, AND FAMILY COURT FUNDS FROM THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION FROM JANUARY 1, 2022 TO DECEMBER 31, 2022, IN THE TOTAL AMOUNT OF $557,805.00

WHEREAS, the Gloucester County Department of Health & Human Services, Division of Human and Special Services will accept State/Community Partnership, and Family Court Funds from the State of New Jersey Juvenile Justice Commission through Federal Award Numbers SCP-22-PS-08, SCP-22-PM-08, FC-22-08, and FCIU-22-08, from January 1, 2022 to December 31, 2022, in the total amount of $557,805.00 in accordance with the State and Federal Laws and Regulations applicable to the Department of Law & Public Safety, Juvenile Justice Commission; and

WHEREAS, the Board of Commissioners of the County of Gloucester deem this beneficial to the residents of the County and the funding will provide prevention, diversion, detention and disposition services for family court-involved and at-risk youth as well as the administration of these programs through the following funding allocation:

<table>
<thead>
<tr>
<th>Family Court Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Services</td>
<td>$141,848.00</td>
</tr>
<tr>
<td>Family Crisis Intervention Unit</td>
<td>$136,675.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>State/Community Partnership</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Program Services Funds</td>
<td>$223,732.00</td>
</tr>
<tr>
<td>Program Management Funds</td>
<td>$ 55,550.00;</td>
</tr>
</tbody>
</table>

WHEREAS, the Board of Commissioners of the County of Gloucester acknowledges the acceptance of State/Community Partnership, and Family Court Funds from the State of New Jersey Juvenile Justice Commission through Federal Award Numbers SCP-22-PS-08, SCP-22-PM-08, FC-22-08, and FCIU-22-08, from January 1, 2022 to December 31, 2022, in the total amount of $557,805.00 in accordance with the State and Federal Laws and Regulations applicable to the Department of Law & Public Safety, Juvenile Justice Commission.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that:

1. The Director of the Board is hereby authorized to accept any and all funds in connection with State/Community Partnership, and Family Court Funds from the State of New Jersey Juvenile Justice Commission through Federal Award Numbers SCP-22-PS-08, SCP-22-PM-08, FC-22-08, and FCIU-22-08, from January 1, 2022 to December 31, 2022, in the total amount of $557,805.00 in accordance with the State and Federal Laws and Regulations applicable to the Department of Law & Public Safety, Juvenile Justice Commission; and

2. The Board of County Commissioners hereby authorizes acceptance of the sub award, 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.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
January 13, 2022

Rudolph Aikens  
Gloucester County Youth Services Commission  
Department of Human Services  
115 Budd Blvd.  
Woodbury, NJ 08096

Dear Mr. Aikens:

We are pleased to advise you that the Juvenile Justice Commission has completed processing Gloucester County’s CY 2022 Comprehensive County Youth Services Plan Update and Application (CY 22).

Our intent to award Gloucester County for CY 22 is as follows:

**State/Community Partnership**
- Program Services Funds $223,732.00
- Program Management Funds $55,550.00
  **Award Total** $279,282.00

**Family Court Services**
- Program Services $141,848.00
- Family Crisis Intervention Unit $136,675.00
  **Award Total** $278,523.00

**Comprehensive Funding Grand Total** $557,805.00

Enclosed are your Award Notices, Award Conditions and Certified Assurances as follows:

**State/Community Partnership (SCP) and Family Court (FC) Funds:**
- One Award Notice
- Award Conditions
- Certified Assurances

REALIZING POTENTIAL & CHANGING FUTURES  
New Jersey Is An Equal Opportunity Employer  
Printed on Recycled Paper and Recyclable
All Award documents must be signed by the County Commissioner/County Executive and returned electronically to Safiya L. Baker. Please also submit a Resolution with award amounts and award numbers. A fully Executed Award will be forwarded to you after subsequent signature by the Attorney General.

As stated in the Award Conditions, any press or media contact in relation to Partnership and Family Court must be coordinated with the Juvenile Justice Commission in advance of press/media contact.

If you have any questions, please contact Safiya L. Baker at 609-341-3632.

Sincerely,

Jennifer LeBaron
DSD
Jennifer LeBaron, Ph.D.
Acting Executive Director

JL/slbr
Attachments

C: Robert Damminger, County Commissioner, Gloucester County
   Tracy M. Giordano, Chief Financial Officer, Gloucester County
   Doris S. Darling, Director, Office of Local Programs & Services, JJC
   Paul Sumners, Chief of Budget & Finance, JJC
   Safiya L. Baker, Manager, YSC Grants Management Unit, JJC
   Jessica Froba, Court Liaison, JJC
COMPREHENSIVE COUNTY FUNDING APPLICATION
CERTIFIED ASSURANCES
CY 2022

COUNTY OF Gloucester

In cases where requirements cannot be certified, justification must be presented.

1. **County Youth Services Commission**
   (a) As per N.J.A.C. 13:90-2.3, the county assures that it has established a County Youth Services Commission to identify, plan and oversee the implementation of community based sanctions and services for juveniles charged or adjudicated as delinquent, and delinquency prevention programs and is in compliance with this rule.

   YES ☒ NO ☐

   (b) The membership of the County Youth Services Commission is in compliance with N.J.A.C. 13:90-2.4.

   YES ☒ NO ☐

   (c) The County Youth Services Commission has established by-laws in compliance with N.J.A.C. 13:90-2.6. *A copy of these by-laws is attached.*

   YES ☒ NO ☐

   (d) The County Youth Services Commission has designated Chairpersons and established Committees in compliance with N.J.A.C. 13:90-2.7.

   YES ☒ NO ☐

   (e) The County Youth Services Commission conducts meetings in compliance with N.J.A.C. 13:90-2.8.

   YES ☒ NO ☐

   (f) The County Youth Services Commission has adopted a written conflict of interest policy in compliance with N.J.A.C. 13:90-2.9. *A copy of this policy is attached.*

   YES ☒ NO ☐
The County Youth Services Commission is in compliance with the duties and responsibilities listed in N.J.A.C. 13:90-2.10.

YES ☒ NO ☐

Please list responsibilities 1-20 and briefly describe whether the County Youth Services Commission is in compliance with the responsibilities.

1. **Coordinate and integrate existing sanctions and services for juveniles adjudicated or charged as delinquent and delinquency programs.**
The CYSC is in compliance with this responsibility by the following actions: ongoing planning, monitoring, and by maintaining a close link with the court system and its partners. As a large Youth Services Commission, we network for enhanced planning, collaboration, active administration, and expedition of services along the continuum.

2. **Assess and prioritize the needs of youth adjudicated or charged delinquent.**
The CYSC is in compliance with this responsibility by the following actions: the planning process itself. The JETS also assess needs on a client-specific basis monthly for detention residents, electronic monitoring clients, home detention youth, Probationers, Parole Re-entry clients, and those complicated multi-systems involved youth when requested by the Family Court judge. JETS network together to create case plans and make recommendations for services that might assist the youth such as detention alternatives. Trends are noted and attempts to intervene in those situations are made when appropriate and feasible.

3. **Assess existing delinquency prevention programs to determine and ensure that such programs satisfy the needs of youth in the County, are effective in meeting program goals and in ensuring financial accountability.**
The CYSC is in compliance with this responsibility by the following actions: extensive planning, continuing open communication and monitoring procedures. We prioritize prevention as a part of our service system matrix and work with other planning bodies such as Addictions Services, LACADA, Municipal Alliances, Tri-County CIACC, Prosecutor’s Office, the Public Defender, and the HSAC to assess their effectiveness and or need for new and different approaches. Existing prevention programs funded by the Youth Service Commission report out bi-monthly informally, on JAMS quarterly, and are formally monitored yearly. Technical assistance meetings are held for personnel changes or if issues are identified during monitoring.

4. **Determine, through collection and maintenance of data the breadth of juvenile offenses and problems in the County and identify the geographical regions within the County where such offenses and problems are most prevalent.**
The CYSC is in compliance with this responsibility by the following actions: JAMS as well as information at key points in the system as a part of this comprehensive plan updates to assess county areas of highest need / problems. The County Juvenile Detention Unit staff assists with maintaining a database based on the Department of Corrections/Sheriff's Master Log Book that is used to gather statistics for purposes such as examining the disproportionate minority contact rate and the percentage of youth transferred from detention to the substance abuse rehabs, residential placements, or shelters. The Family Court FACTS system is also utilized for planning purposes and goal
outcome evaluation for service providers. Family Court Intake runs reports when service providers submit a list of discharged clients and their birthdates to see if they are meeting specific goal and objective outcomes such as clients acquiring no additional charges. JETS activities are noted by Juvenile Probation in their computerized system. Our most needy communities are the targets of Partnership / Family Court funding like Stationhouse Adjustment / Restorative Justice, and afterschool life-skills enrichment programs in Clayton, Glassboro, Paulsboro, and Woodbury.

5. **Identify gaps in the system of sanctions and services for youth adjudicated, or charged as delinquent, and develop and implement an appropriate plan for closing the gap.**

The CYSC is in compliance with this responsibility by the following actions: extensive comprehensive planning and the update process, which identifies gaps in the service system, and tracks emerging trends through a variety of sources including the United Way Needs Assessment, Kids Count Casey Foundation publications, OJJDP reports, JDAI data, and Master Log Book analysis along with provider reports at meetings, media review, and an open forum held at all meetings.

6. **Develop and implement delinquency prevention programs to meet the needs of youth in geographical regions within the County where existing programs do not satisfy the needs of youth.**

The CYSC is in compliance with this responsibility by the following actions: analyzing all sources of statistical data and developing, as part of the plan and updates, delinquency prevention strategies and programming to meet the needs of the identified target communities, through the Partnership, Family Court, and Innovations funds. Geographic locations are considered in placing programs as well as transportation issues. Our most needy communities, Clayton, Glassboro, Paulsboro, and Woodbury, are current targets for positive afterschool life skills programming for diversion and prevention.

7. **Seek to expand existing delinquency prevention programs to better meet the needs of the youth of the county and to ensure the maximum availability of services to the youth of the county.**

The CYSC is in compliance with this responsibility by the following actions: expanding existing delinquency prevention programs is a high priority but limited resources continue to be a problem. We prioritize evidence-based prevention and encourage communities to use resources (e.g. Municipal Alliance funds) to grow their existing prevention programs. The YSC continues to be concerned that the Southern Region is under-represented in state funding allocations as evidenced by the cap on our vicinage Case Management Organization clients, the closure of southern facilities, and our tiny vicinage FCIU grant.

8. **Review, evaluate and monitor through at least one site visit annually, existing sanctions and services under the jurisdiction, control or proposed by the commission for juveniles adjudicated or charge delinquent and existing delinquency prevention programs to determine effectiveness in meeting program goals and in ensuring financial accountability.**

The CYSC is in compliance with this responsibility by the following actions: having all funded programs monitored by the JJC liaison, YSC Administrator and Monitoring
Subcommittee. Emails and letters will be sent to all of the service providers regarding their progress along with suggestions to improve. The Monitoring Chair is Kathy Seibert of the Juvenile Detention Unit. Ms. Seibert helped oversee the formal monitoring during the fall / winter. Due to the continued pandemic, monitoring was difficult in 2021. The report will be approved by the YSC probably at the February 2022 reorganizational meeting. When situations warrant it, corrective action plans are requested from service providers. The Steering Committee and YSC approved allocations for 2022 as determined by the Planning Committee. Service provider reports and updates are given at all YSC meetings. Fiscal accounting has been adhered to in terms of additional supporting documentation from our contracted service providers. Quarterly fiscal reviews evaluate the anticipated realistic expenditure of allocated service funds by our providers.

9. **Cooperate with other State, County and Municipal agencies in the planning of ongoing efforts relating to delinquency programs.**

The CYSC is in compliance with this responsibility by the following actions: examining data on an ongoing basis at Steering / Planning. The Gloucester County YSC realizes that there is a gap in solid and specific numerical data rather than antidotal generalized editorials regarding juvenile justice issues, particularly in the minority community. The Administrator also works with the Director of the Addictions Services division, Emergency Planning, HSAC/CIAACC food and Holiday toy drives, and Municipal Alliance Coordinator's drug prevention education events.

10. **Inform the public of the breadth of juvenile offenses, the needs of youth in the county and the availability of sanctions and services, and advocate for the needs of youth.**

The CYSC is in compliance with this responsibility by the following actions: examining data on an ongoing basis at Steering / Planning. The Gloucester County YSC realizes that there is a gap in solid and specific numerical data rather than antidotal generalized editorials regarding juvenile justice issues, particularly in the minority community. The Administrator also works with the annual SURE Summit with the Prosecutor's Office, Director of the Addictions Services division, Emergency Planning, and Municipal Alliance Coordinator's drug prevention education events (when the pandemic allows such events to be held).

11. **Serve as the advisory body of the County on issues relating to sanctions and services for juveniles adjudicated or charged as delinquent and delinquency prevention programs.**

The CYSC is in compliance with this responsibility by the following actions: providing the Board of County Commissioners and other planning bodies with this information on an ongoing basis. After final approval and execution, a summary of the recommendations of the Youth Services Plan Update will be available via the County web page. Utilizing County procedures and the membership requirements, the commission is appointed annually in January at the pleasure of the Gloucester County Board of County Commissioners. Likewise, the Board must approve all actions taken by the YSC concerning funding and programming.

12. **Coordinate the efforts of municipal and regional youth services commissions and ensure their participation in the County planning process.**

The CYSC is in compliance with this responsibility by the following actions: working with the Gloucester County Municipal Alliance Coordinator, who is located within our
building. We have several Municipal Alliances/YSCs that continue to implement Alliance prevention initiatives.

13. Appoint liaisons from the commission to participate in planning and related activities with appropriate County bodies, and cooperate with other State, County and Municipal agencies in the planning of ongoing efforts relating to delinquency prevention programs; and to maximize efficient and effective use of Partnership funds.

The CYSC is in compliance with this responsibility by the following actions: cross membership in the HSAC, LACADA, CIACC, Vicinage XV Committee on Diversity, Inclusion & Community Engagement, and the Mental Health Board. They report on relevant activities at the bimonthly YSC meetings. The Municipal Alliance and LACADA Coordinators are available for technical assistance. Due to fluctuating available funding, the cooperative nature of these relationships is vital.

14. Determine whether a need exists, and if so, sponsor the establishment of multi-disciplinary teams to plan specific sanctions and services to individual youth; as an alternative to detention for a juvenile charged as delinquent; as a recommendation for a disposition option for a judge of the Family Court upon an adjudication of delinquency; and, as a component of aftercare following the commitment of a juvenile to the Juvenile Justice Commission by a judge of the Family Court.

The CYSC is in compliance with this responsibility by the following actions: our MDT was created in 1996 and is called the Juvenile Expediting Team (JETS). JETS serve Juvenile Detention Unit referred youth mainly as a planning and recommendation body for Family Court. JETS also review Probation incentive requests for ACE and our JDAI Council. Due to various factors like the 2005 closing of our Juvenile Detention Center, Eddie's Law privacy issues, and the state of the economy and staff availability, the JETS have evolved into a subcommittee that meets prior to Steering/Planning monthly to assist in case planning when it is allowable. Service providers are no longer required to attend but several (like United Advocacy Group, Acenda & the Center for Family Services) do participate as it assists in giving them client insight and helps keep them aware of Family Court patterns and needs. In addition, the Family Court may hold ad hoc "SuperJETs" meetings for multi-system involved complicated, difficult youth who need additional planning at the highest level of system when requested by the Family Court Judge. Blockages to moving forward are noted and the Administrator attempts to remediate between system partners when it is appropriate.

15. Coordinate the planning of aftercare sanctions and services for juveniles returning to the community following commitment to the Juvenile Justice Commission by a Judge of the Family Court.

The CYSC is in compliance with this responsibility by the following actions: utilizing Parole / Re-Entry involvement in the JETS. Parole may bring cases to the JETS when appropriate. Youth can be referred to YSC funded programs directly if they have needs that may be meet by our current provider programs. Parole / Re-Entry representative Tiffany Williams is on the JETS agenda and frequently forwards release anticipation reports when appropriate. Few Gloucester County youth have been committed; mostly, residents transferred from other counties are involved with the JJC. Attempts have been made to involve JISP in the JETS but turnover and staffing continued to preclude this in 2021. The Board of County Commissioner liaison, Jim Jefferson, is an Associate Board Member of the Juvenile Panel for the New Jersey State Parole Board where he helps.
establish State Parole Board policies within the Community Program Unit. Commissioner Jefferson has interest in County Youth Services Commission activities and attends public events.

16. **Comply with all applicable rules of the Commission.**
The CYSC is in compliance with this responsibility by the following actions: following County policies and procedures, the JETS have an operational manual and the YSC has a yearly updated and distributed membership book that outlines procedures, bylaws, conflict of interest policy, youth-oriented acronyms, schedules, etc. The DHSS has a legal liaison to advice on legal and liability issues. With the YSC staff assistance, the Qualified County Purchasing Agent certifies and assures that all competitive bidding procedures are followed.

17. **Recommend to the County governing body, the approval or disapproval of contracts with providers seeking to participate in the Partnership.**
The CYSC is in compliance with this responsibility by the following actions: assisting as an appointed advisory body that serves at the pleasure of the Gloucester County Board of County Commissioners and makes recommendations for their consideration regarding all contracts under our grants and other at-risk youth issues.

18. **Monitor the operations of programs of sanctions, services and delinquency prevention receiving Partnership and/or other JJC funds with reference to compliance with rules established by the Commission.**
The CYSC is in compliance with this responsibility by the following actions: utilizing the mandated Monitoring Tool for all funded programs. The YSC reviewed monitoring information for YSC funded 2021 grants and will forward a copy of the completed official Monitoring Tools for all programs to the JJC as required.

19. **Monitor and evaluate the impact of programs of sanctions, services and delinquency prevention receiving Partnership and/or other JJC funds and prepare annually, a written report with relevant documentation to the Commission as part of the biennial comprehensive plan and annual update.**
The CYSC is in compliance with this responsibility by the following actions: including monitoring results in the annual plan update (application) as mandated by the JJC. Program process is also discussed at monthly Steering / Planning meetings to gather advise and recommendations from various active subcommittee members. JAMS and fiscal reports are compiled and reviewed quarterly in Steering.

20. **Encourage the involvement of youth and families in the planning of services and sanctions and program development.**
The CYSC is in compliance with this responsibility by the following actions: All of our grant service providers are encouraged to attempt outreach to parents and families of their clients. Since loving and supportive positive parental and family involvement may be absent in many of the clients' lives, most experience resistance to family and parental participation. YSC meetings are open public forums with active community representation. A number of agencies, although unable to participate in YSC actively, do receive meeting minutes and notices. These contacts are included in each YSC distribution of such items as grant announcements, notices of trainings and conferences,
calendars from our Family Success Centers, Family Support Organization (CMO related), etc.

(h) The county assures that the Comprehensive County Youth Services Plan and Comprehensive Funding Application for CY 2021 have been voted on and endorsed by the County Youth Services Commission. A copy of the minutes reflecting YSC approval is attached.

YES ☒ NO ☐

2. Fiscal Control and Fund Accountability

(a) The county assures that it will be responsible for maintaining a bookkeeping system, records and files to account for all State/Community Partnership and Family Court Services funds and those agencies receiving State/Community Partnership and Family Court Services funds also will have in place an acceptable accounting system. Controls will be established which are adequate to ensure the expenditures charged to State/Community Partnership and Family Court Services funds are for allowable purposes.

YES ☒ NO ☐

(b) The county assures that duly authorized representatives of the Juvenile Justice Commission shall have access for purposes of audit and examinations to any books, documents, papers and records and to relevant books and records of those agencies receiving State/Community Partnership and Family Court Services funds.

YES ☒ NO ☐

(c) The county assures that all pertinent records will be made available to the Juvenile Justice Commission when the Commission conducts its audits (fiscal and programmatic) of State/Community Partnership and Family Court Services funds provided to the county. In addition, when routine audits are conducted of the county, any part(s) of the audit report which contains information on State/Community Partnership and Family Court Services funds shall be forwarded to the Juvenile Justice Commission.

YES ☒ NO ☐

(d) The county assures that the provider agency will submit quarterly fiscal and narrative reports to the County Youth Services Commission.

YES ☒ NO ☐

3. Request for Proposal Requirements
(a) The county assures that for State/Community Partnership funds, the County Youth Services Commission has established a written appeal procedure in compliance with N.J.A.C. 13:90-3.12. A copy of the appeal procedure is attached.

YES ☒ NO ☐

(b) N.J.A.C. 13:90-3.12 Please describe the efforts to involve community based organizations and agencies including minority service providers in the implementation of the State/Community Partnership Program through RFP’s.

Describe: The size of Gloucester County’s YSC allows us to have cross-representation to and from a wide variety of planning and analytical sources, including private and public planning efforts for youth. The YSC assists providers with youth-oriented grant and training opportunity notification by email distribution. Gloucester County has a detailed Purchasing Manual that described procedures for competitive bidding available off the County sebsite at https://www.glocestercounty.nj.gov/DocumentCenter/View/728/Purchasing-ProceduresManual-PDF The Purchasing Agents posts available grants on the County website and publishes them in the approved media outlet (the Courier Post or South Jersey Times).

(c) N.J.A.C. 13:90-2.4 Please describe in detail the County Youth Services Commission efforts to ensure that sanctions and services are culturally appropriate.

Describe: Gloucester County’s YSC utilizes a mandated competitive bid (formally known as RFP) process that includes grant announcements via approved County newspapers, the County webpage, and outreach to other Councils and Commissions. Statistically, minority service providers are well represented within the State/Community Partnership Programs and they are exemplary in their mutual cooperation planning for our youth. In competitive situations, outreach is made available if any non successful competitive candidate who requests it. Agencies of color are well represented in our service providers.

(d) The county assures that each RFP for services, regardless of the funding source, shall require:
(1) that providers procure and maintain in good standing all permits, grants and licenses, including any renewals required during the term of the contract;
(2) that a provider’s employees, subcontractors and employees of subcontractors obtain and maintain in good standing during the term of their work on the contract all professional licenses required for the services to be provided; and
(3) that providers submit to the county copies of all permits, grants and licenses, including but not limited to all required professional licenses, prior to contract execution, and copies of any and all renewals of the permits, grants and licenses when obtained.

YES ☒ NO ☐

4. Monitoring, Evaluation, and Data Collection
(a) The county agrees to use the Juvenile Automated Management System (JAMS) to record contracting, monitoring and client information as developed by the Juvenile Justice Commission. This also includes, but is not limited to, providing requested statistical and/or programmatic information, modifying project goals and/or objectives as necessary and attending training and/or technical assistance meetings as requested.

YES ☑ NO ☐

(b) The county assures that it will be cooperatively involved with the monitoring of the contracted programs conducted by the Juvenile Justice Commission.

YES ☑ NO ☐

(c) The county assures that provider agencies will be cooperatively involved with the monitoring of the contracted programs conducted by the County Youth Services Commission and Juvenile Justice Commission.

YES ☑ NO ☐

(d) The county assures that it will comply with all requirements pertaining to the timely collection and submission of data and reports as outlined by the Juvenile Justice Commission.

YES ☑ NO ☐

(e) The county assures that it will establish a procedure that will avoid conflict of interest when funding a county based program and/or service.

YES ☑ NO ☐

5. Non Supplanting

The county assures that State/Community Partnership and Family Court Services funds will be used to create new juvenile justice programs and will not be used to supplant county, local, federal or other public or private funds currently dedicated to these juvenile justice functions or to personnel responsible for implementing these functions.

YES ☑ NO ☐

6. Compliance with Laws

The county will comply and will require any subgrantees or contractors to comply with any applicable federal and state nondiscrimination requirements. Failure to comply with laws, rules, and regulations prohibiting discrimination shall be grounds to terminate the county’s participation in the State/Community Partnership and Family Court Services grant programs.
7. **Compliance with Rules and Regulations**
The county certifies compliance with all rules pertaining to County Youth Services Commissions and the State/Community Partnership and Family Court Services Grant Program.

YES ☒

NO ☐
CERTIFICATION
I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to sanctions.

State/Community Partnership Grant Program YES ☒ NO ☐
Family Court Services Program YES ☒ NO ☐

______________________________
Signature of

______________________________
Date

Frank J. DiMarco, Commissioner Director
Type Name and Title

Gloucester County

Required Attachments:
County Resolution with seal
Copy of County Youth Services Commission Conflict of Interest Policy
Copy of County Youth Services Commission Appeals Policy
Copy of County Youth Services Commission By-Laws
Copy of County Youth Services Commission Meeting Minutes approving the Plan and Application
STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
JUVENILE JUSTICE COMMISSION
Comprehensive County Funding
Award Conditions

STATE CONDITIONS

1. The Subgrantee assures that it will maintain fund accounting, auditing monitoring, and such evaluation procedures as may be necessary; that it will keep such records as the Juvenile Justice Commission shall prescribe; that it will assure fiscal control, proper management, and efficient disbursement of funds received under this grant.

2. If this project is not operational within sixty (60) days of the original start date of the award period, the Subgrantee must report by letter to JJC of the steps taken to initiate the project, the reasons for the delay and the expected start date. If a project is not operational within ninety (90) days of the original start date of the award period, the Subgrantee must submit a second statement to JJC explaining the implementation delay. Upon receipt of the 90-day letter, JJC may cancel the project and obtain appropriate approval to redistribute the funds to other project areas. JJC may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period. When this occurs, the appropriate files and records must so note the extension.

3. The Subgrantee is subject to the requirements set forth in State Circular letter 15-08-OMB. The Subgrantee shall notify the Juvenile Justice Commission of any exceptions and/or findings regarding this grant as a result of the single audit.

4. The Subgrantee agrees that it shall be solely responsible for and shall defend, indemnify, keep, save, and hold the State of New Jersey harmless from all claims, loss, liability, expense, or damage resulting from all mental or physical injuries or disabilities, including death, to its employees or recipients of the Subgrantee’s services or to any other persons, or from any damage to any property sustained in connection with the delivery of the Subgrantee’s services that 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 Subgrantee’s failure to provide for the safe and protection of its employees, whether or not due to negligence, fault, or default of the Subgrantee. The Subgrantee’s responsibility shall also include all legal fees and costs that may arise from these actions. The Subgrantee’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.
5. The Subgrantee assures that it will comply with all the requirements of the State of New Jersey for State and Local financial accounting.

6. The Subgrantee agrees that no funding under this program will be used to supplant or replace existing funds or other resources from Federal, State or county government for existing juvenile justice related programs or for capital construction of renovation.

7. The Subgrantee assures that it will comply, and all of its contractors will comply with the requirements of the state’s anti-discrimination and affirmative action laws and regulations, including N.J.A.C. 17:27, applicable provisions of N.J.S.A. 10:5-1, et al., as amended, and all implementing regulations and state circulars as amended or superseded. Failure to comply with these laws, rules, regulations, and state circulars will be grounds for termination of this subaward.

8. The Subgrantee agrees that procurement of supplies, equipment, and other services with funds provided by this grant shall be accomplished in a manner consistent with N.J.A.C. 13:90-3.12 and applicable state and local requirements. Adherence to the standards contained in N.J.A.C. 13:90-3.12, and the applicable state and local laws and regulations does not relieve the Subgrantee of the contractual responsibilities arising under its procurement. The Subgrantee is the responsible authority, without recourse to L&PS or JJC, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurement entered in support of a grant.

9. The Subgrantee understands and agrees that, in compliance with the Corruption of Public Resources Act, N.J.S.A. 2C:27-12, it cannot knowingly misuse state grant funds for an unauthorized purpose, and violations under this act could result in a prison term of up to 20 years, and, under N.J.S.A. 2C:30-8, subject to a fine of up to $500,000.

10. The Subgrantee agrees that all equipment purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.

11. The Subgrantee agrees that all consumable supplies purchased or leased with grant funds will be acquired by following standard county and local bidding/procurement procedures, including P.L. 2004, c. 19 (N.J.S.A. 19:44A-20.4 and N.J.S.A. 19:44A-20.5) or state bidding/procurement procedures, including P.L. 2005, c. 51 (N.J.S.A. 19:44A-20.13), when applicable. The Subgrantee agrees to maintain an inventory list on all consumable supplies purchased with grant funds in the official grant file.

12. The Subgrantee agrees to comply with the current State Circular Letter on Entertainment, Meals, and Refreshments, 11-09-OMB, when using subgrant funds to purchase food, beverages and refreshments for project activities.

14. The Subgrantee assures that it possesses legal authority to apply for the grant; that, if applicable, a resolution or similar action has been duly adopted or passed as an official act of the applicant’s governing body, authorizing the filing of the application and the acceptance of the funding, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required. The Subgrantee assures that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of the project described in this application.

15. The Subgrantee shall recognize and agree that both the initial provision of funding and the continuation of such funding under the Agreement is expressly dependent upon the availability to the Department of Law and Public Safety (Department) and JIC of funds appropriated by the State Legislature from State or such other funding sources as may be applicable. A failure of the Department to make any payment under this Agreement or to observe and perform any condition on its part to be performed under the Agreement as a result of the failure of the Legislature to appropriate shall not in any manner constitute a breach of the Agreement by the Department or an event of default under the Agreement and the Department shall not be held liable for any breach of the Agreement because of the absence of available funding appropriations. In addition, future funding shall not be anticipated from the Department beyond the duration of the award period set forth in the Grant Agreement and in no event shall the Agreement be construed as a commitment by the Department to expend funds beyond the termination date set in the Grant Agreement.

16. The Subgrantee understands and agrees to comply with State Executive Order No. 34 ( Byrne, March 17, 1976), and State Circular Letter regarding Debarments, Suspensions & Disqualifications, OMB 93-13-GSA. Subgrantee and its subcontractors will not conduct business with ineligible firms or individuals who are considered debarred, suspended or disqualified.


18. It is the responsibility of the Subgrantee to ensure that these conditions are included in any subaward or contract under this award.
19. The Subgrantee agrees to submit a completed Comprehensive Plan or Plan Update and Application to the JJC.

20. The Subgrantee agrees that funding identified on the award notice will be spent according to time frames provided. Unspent funds will result in their forfeiture and shall be returned to JJC.

21. The Subgrantee assures that it shall maintain such data and information and submit such reports, in such form, at such times, and containing such information, as JJC may require. Specifically, the Subgrantee must submit to the JJC quarterly fiscal reports due one month after the close of the quarter to the Juvenile Justice Commission. Quarterly progress reports are also due one month after the close of the quarter. Funds will be distributed on a reimbursement basis as costs are incurred. Payments will be generated when both narrative and fiscal reports have been received and approved by the JJC. Failure to submit reports as required may result in the forfeiture of funds for the reporting period in question.

22. The Subgrantee agrees to submit all final expenditure and programmatic reports, with supporting documentation, no later than April 30th. Final expenditure reports cannot reflect any unpaid obligations, i.e. there will be no additional liquidation period beyond April 30th.

23. The Subgrantee agrees that no amendments to the approved budget and program design as outlined in the funding Application may be made without written approval by the JJC. Any deviation from the approved budget or extension beyond the contract dates requires the prior approval of the JJC. The amendment request must be made in writing on official letter head from the County Youth Services Commission Administrator, include a written justification and include the following documents:

   a. SCP/FC: Attachment B-1 - Allocation per Category & Source
   b. SCP/FC: Attachment B-2 - Line Item Budget: Program Management/Administrative Cost
   c. SCP/FC: Attachment C - Program Profile
   d. County 1/3 Set Aside
   e. YSC Commission meeting minutes reflecting request

24. The Subgrantee requests for an extension or budget modification must be submitted 45 days prior to the grant end date. Requests for an extension must include the anticipated amount of funds and a plan outlining how funds will be used. Request for modification must adhere to Condition #23 above.

25. The Subgrantee agrees that grant funds will be used for allowable costs and will not be used for the purchase or acquisition of land, construction or renovation, vehicle
acquisition, bonuses, commissions, honorariums, lobbying, fund raising, or grant writing.

26. The award may be terminated or fund payment discontinued by the Juvenile Justice Commission when a Subgrantee has substantially failed to comply with the provisions of State or Federal laws or regulations promulgated there under, including these subgrant conditions has occurred.

27. Any approved equipment purchased with State funds by a Subgrantee that is no longer needed for the original service or program shall be surrendered to the County to be used in other activities currently or previously supported by Youth Services Commission funding.

28. The Juvenile Justice Commission reserves the right to conduct an audit regarding funds granted to the Subgrantee. As a requirement for further involvement in the programs the Subgrantee shall cooperate with any such audit and make available permanent records.

29. Any press or media contact in relation to this grant must be coordinated with the Juvenile Justice Commission at least three weeks advance.

30. The Subgrantee agrees to monitor all subawards for performance and fiscal integrity, including any required cash match. In addition, the Subgrantee will monitor all subgrantees to assure that required audits are performed.

31. The Subgrantee must ensure confidentiality by securing all client files in a locked cabinet, locked office, or secure database.

32. The Subgrantee agrees to comply with its Local Public Contracts Laws in contracting with providers and for purchase of sanctions and services funded through grants administered by Juvenile Justice Commission and comply with requirements and procedures set forth in N.J.A.C.13:90-3.12.

33. The Subgrantee agrees to include the Juvenile Justice Commission’s Court Liaison Unit staff in the review of all solicitations or requests for proposals and applications.

34. As soon as this award has been executed and providers have been identified, the Subgrantee must enter all contract information into the Juvenile Automated Management System (JAMS) Contract Module. This is a web-based system and therefore can be accessed through the Internet.

35. All client information (Intake and Discharge forms) must be entered into the Juvenile Automated Management System (JAMS) quarterly.

36. The Subgrantee agrees to use the monitoring instrument supplied by the JJC when monitoring programs funded through these awards.
37. The Subgrantee agrees to monitor programs and/or services at least once during the award period as defined by the JJC’s monitoring procedures.

38. The Subgrantee agrees to notify the Juvenile Justice Commission’s Court Liaison and the County Youth Services Commission membership sufficiently in advance of a monitoring event to facilitate their participation.

39. The Subgrantee certifies that the programs contained in its application meet all requirements, that all the information is correct, and that there has been appropriate coordination with affected agencies.

40. The Subgrantee agrees to hold the required number of County Youth Services Commission meetings annually and post meeting dates and minutes on its county webpage for public access.

______________________________  ________________
Signature of  Date

Frank J. DiMarco,
Director

County of Gloucester
NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
JUVENILE JUSTICE COMMISSION
AWARD NOTICE

1. FUNDING SOURCE:
   ☑ STATE/COMMUNITY PARTNERSHIP (SCP) ☑ FAMILY COURT SERVICES (FC)
   ☐ JUVENILE DETENTION ALTERNATIVES INITIATIVE (JDAI)

2. SUBGRANTEE: Gloucester

3. AWARD NUMBER:
   SCP-22-PS-08
   SCP-22-PM-08
   FC-22-08
   FCIU-22-08

4. STATE ACCOUNT NUMBER:
   100-066-1500-007
   100-066-1500-021
   100-066-1500-267

5. GRANTEE IRS/ VENDOR NO: 21-6000881

6. SUBGRANTEE ADDRESS:
   Gloucester County Youth Services Commission
   Department of Human Services
   115 Budd Blvd.
   Woodbury, NJ 08096

7. SUBGRANTEE REPRESENTATIVE NAME & ADDRESS:
   Rudolph Aiken
   Gloucester County Youth Services Commission
   Department of Human Services
   115 Budd Blvd.
   Woodbury, NJ 08096
   PHONE NUMBER: 732-866-3585

8. AWARD PERIOD:
   From: January 1, 2022
   To: December 31, 2022

9. AWARD AMOUNT:
   SCP Program Services Funds: $223,732.00
   SCP Program Management Funds: $55,550.00
   Family Court Funds: $141,848.00
   Family Crisis Intervention Unit Funds: $136,675.00
   TOTAL $557,805.00

10. FISCAL YEAR: SFY 2022 – SFY 2023

11. GRANTEE AWARD CONDITIONS:
The above award is approved subject to conditions or limitations set forth in the attached subgrant award conditions on the attached 6 Page(s).

12. STATUTORY AUTHORITY FOR GRANT:
   ☑ In accordance with provision of P.L. 1995 Chap. 283 State/Community Partnership Grant Program.
   ☐ In accordance with provision of P.L. 2016 Chap. 10

JUVENILE JUSTICE COMMISSION

13. Juvenile Justice Commission Fiscal Officer Approval

Signature ___________________________ Date ___________________________
   Paul Summers, Chief of Budget & Finance

SUBGRANTEE ACCEPTANCE

14. Name and Title of Authorized Subgrantee Official:

Signature ___________________________ Date ___________________________
   Authorizing Official

   TYPE NAME OF OFFICIAL and TITLE

   STATE OF NEW JERSEY - DEPARTMENT LAW AND PUBLIC SAFETY

15. SIGNATURE OF APPROVAL:

Signature ___________________________ Date ___________________________
   Attorney General or Designee

Revised September 22, 2021
RESOLUTION AUTHORIZING THE ACCEPTANCE OF THE
2022 JUVENILE DETENTION ALTERNATIVE INITIATIVE INNOVATIONS GRANT
FROM THE STATE OF NEW JERSEY JUVENILE JUSTICE COMMISSION
FROM JANUARY 1, 2022 TO DECEMBER 31, 2022, FOR $120,000.00

WHEREAS, the Gloucester County Department of Health & Human Services, Division of Human and Special Services will accept the 2022 Juvenile Detention Alternative Initiative Innovations Grant from the State of New Jersey Juvenile Justice Commission through Federal Award Number JDAl-22-IF-08, from January 1, 2022 to December 31, 2022, in the total amount of $120,000.00 in accordance with the State and Federal Laws and Regulations applicable to the Department of Law & Public Safety, Juvenile Justice Commission; and

WHEREAS, the Board of Commissioners of the County of Gloucester deem this beneficial to the residents of the County and the funding will provide detention alternative services for family court-involved youth as well as the administration of the programs and services through the following funding allocation:

<table>
<thead>
<tr>
<th>Innovation Proposal #1</th>
<th>$98,405.00</th>
</tr>
</thead>
<tbody>
<tr>
<td>Innovation Proposal #2</td>
<td>$15,595.00</td>
</tr>
<tr>
<td>Administration</td>
<td>$ 6,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$120,000.00</strong></td>
</tr>
</tbody>
</table>

WHEREAS, the Board of Commissioners of the County of Gloucester acknowledges the acceptance of 2022 Juvenile Detention Alternative Initiative Innovations Grant from the State of New Jersey Juvenile Justice Commission through Federal Award Number JDAl-22-IF-08, from January 1, 2022 to December 31, 2022, in the total amount of $120,000.00 in accordance with the State and Federal Laws and Regulations applicable to the Department of Law & Public Safety, Juvenile Justice Commission.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that:

1. The Director of the Board is hereby authorized to accept any and all funds in connection with the 2022 Juvenile Detention Alternative Initiative Innovations Grant from the State of New Jersey Juvenile Justice Commission through Federal Award Number JDAl-22-IF-08, from January 1, 2022 to December 31, 2022, in the total amount of $120,000.00; and

2. The Board of County Commissioners hereby authorizes acceptance of the sub award, 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.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on Wednesday, March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
October 13, 2021

Curtis Hurff, Co-Chair
Vicinage Chief Probation Officer
Gloucester County Justice Complex
70 Hunter Street
Woodbury, NJ 08096

Chad Bruner, Co-Chair
County Administrator
2 South Broad Street
PO Box 337
Woodbury, NJ 08096

Re: 2022 Innovations Funding Award

Dear Co-Chairs:

The Juvenile Justice Commission (JJC) is pleased to advise you that Gloucester’s Innovations application, which totals $120,000 and includes proposals for a probation enrichment coach, incentive, orientation, and transportation program, and a home supervision program has been approved. A copy of the award letter sent to your Youth Services Commission Administrator is attached.

Note that the review process involved evaluating not only each Innovations Proposal, but also the Annual Implementation & Outcome Reports submitted by Gloucester County for 2020. We understand that due to provider issues and the implementation of the ECDR, the court notification program will not be renewed this funding cycle. A review of the reports for the probation enrichment and home supervision programs indicate Gloucester has made clear progress toward achieving the intended positive outcomes, congratulations on your successes. We look forward to your continued progress with these programs.

You will receive new templates for the Annual Implementation & Outcome Reports in the early months of 2022. Each JDAI site’s ability to demonstrate clear progress toward fully implementing programs as designed, and achieving identified goals, will continue to be a factor in Innovations Funding decisions.

Consistent with JDAI core strategies, the County Council continues to be responsible for producing data that reflect the implementation and outcome measures identified in approved Innovations Proposals, in any feedback correspondence sent to you by the Innovations Subcommittee, and in the reporting templates completed by Gloucester in previous years. The County Council should review data regarding Innovations projects on a regular basis to help
ensure progress toward system-improvement goals is being made. As always, your JJC Research & Reform Specialist is available to strategize with you regarding ways to accomplish your system-improvement objectives.

Congratulations on the approval of your Innovations application, and best of luck as you proceed with ongoing program implementation. If you have any questions, please contact Safiya L. Baker at 609-341-3632.

Sincerely,

[Signature]

Jennifer LeBaron Ph.D.
Acting Executive Director

JLB/gb

cc: Rudolph Aikens, Youth Services Commission Administrator, Gloucester County
    Doris S. Darling, Director, Office of Local Programs & Services, JJC
    Safiya L. Baker, Manager, YSC Grants Management Unit, JJC
    Joelle Kenney, Manager, JDAI & System Reform Unit, JJC
    Gina Blevins, Research & Reform Specialist, JJC
    Jessica Froba, Court Liaison, JJC
    Joanne Dietrich, Assistant Director, AOC, NJ CJJSI Member
    Stacey Gerard, Assistant Chief, Juvenile Supervision, AOC, NJ CJJSI Member
    Harry T. Cassidy, NJ CJJSI Member
    Cindy Samuels, NJ CJJSI Member
NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
JUVENILE JUSTICE COMMISSION
AWARD NOTICE

1. FUNDING SOURCE: [] STATE/COMMUNITY PARTNERSHIP (SCP) [x] FAMILY COURT SERVICES (FC) [x] JUVENILE DETENTION ALTERNATIVES INITIATIVE (JDAI)

2. SUBGRANTEE: Gloucester

3. AWARD NUMBER: JDAI-22-IF-08

4. STATE ACCOUNT NUMBER:
   100-066-1560-237

5. GRANTEE IRS/ VENDOR NO: 21-60006600

6. SUBGRANTEE ADDRESS:
   Gloucester Youth Services Commission
   Gloucester County Department of Human Services
   115 Budd Blvd.
   West Deptford, NJ 08096

7. SUBGRANTEE REPRESENTATIVE NAME & ADDRESS:
   Rudolph Aikens
   Gloucester County Youth Services Commission
   Gloucester County Department of Human Services
   115 Budd Blvd.
   West Deptford, NJ 08096

   PHONE NUMBER: 856-384-6879

8. AWARD PERIOD:
   From: January 1, 2022
   To: December 31, 2022

9. AWARD AMOUNT:
   Innovation Proposal #1 $98,405.00
   Innovation Proposal #2 $15,550.00
   Administration $6,000.00
   TOTAL $120,000.00

10. FISCAL YEAR: SFY 2022 - SFY 2023

11. GRANTEE AWARD CONDITIONS:
The above award is approved subject to conditions or limitations set forth in the attached subgrant award conditions on the attached 6 Page(s).

12. STATUTORY AUTHORITY FOR GRANT:
   [x] In accordance with provision of P.L. 1995 Chap. 283 State/Community Partnership Grant Program.
   [x] In accordance with provision of P.L. 2016 Chap. 10

   JUVENILE JUSTICE COMMISSION

13. Juvenile Justice Commission Fiscal Officer Approval

   Signature ______________________
   Paul Summers, Chief of Budget & Finance

   Date 10/14/21

   SUBGRANTEE ACCEPTANCE

14. Name and Title of Authorized Subgrantee Official:

   Signature ______________________
   Authorizing Official

   Robert M Dammingher, Commissioner Director
   TYPED NAME OF OFFICIAL and TITLE

   STATE OF NEW JERSEY - DEPARTMENT LAW AND PUBLIC SAFETY

15. SIGNATURE OF APPROVAL:

   Signature ______________________
   Attorney General or Designee

   Date ______________________

Revised September 22, 2021

Page 1 of 1
RESOLUTION AUTHORIZING AN AMENDMENT THE CONTRACT WITH
MARYVILLE, INC. TO INCREASE THE CONTRACT AMOUNT BY $20,543.40
RESULTING IN AN AMOUNT NOT TO EXCEED $329,742.40 THROUGH
DECEMBER 31, 2021

WHEREAS, the County awarded a contract on February 17, 2021, per RFP# 21-014, to
Maryville, Inc., as there exists a need for the County to contract for the provision of residential
treatment, detoxification services, outpatient treatment, and Sober Living/Oxford House; and

WHEREAS, the contract was awarded for a term from January 1, 2021 to December 31,
2023, with the option to extend for two (2) one (1) year terms, in an amount not to exceed
$268,649.00 per year, of which an amount not to exceed $32,440.00 per year is the allocation for
residential treatment, an amount not to exceed $27,390.00 per year is the allocation for
detoxification services, an amount not to exceed $28,270.00 per year is the allocation for
outpatient treatment, and an amount not to exceed $180,549.00 per year is the allocation for
Sober Living/Oxford House; and

WHEREAS, on December 15, 2021, the contract was amended to increase the contract
amount allocated to Sober Living/Oxford House by $40,550.00, resulting in a new total contract
amount not to exceed $309,199.00 through December 31, 2021; and

WHEREAS, it is necessary to increase the contract amount by $20,543.40, resulting in
an amount not to exceed $329,742.40, through December 31, 2021 due to unanticipated services
and to resolve the balance for services provided in 2021; and

WHEREAS, a Certificate of Availability of Funds has not been issued at this time, and
prior to any purchase being made and/or services rendered pursuant to the within agreement, a
Certificate of Availability must be obtained from the Treasurer of the County of Gloucester
certifying that sufficient funds are available at that time for that particular purchase and
identifying the line item from the County budget from which said funds will be paid.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Commissioners of the
County of Gloucester, that the Director of the Board, is hereby authorized to execute and the
Clerk of the Board is authorized to attest to the execution of the Amendment to the contract
between the County of Gloucester and Maryville, Inc. to increase the contract amount by
$20,543.40, resulting in a new total contract amount not to exceed $329,742.40, through
December 31, 2021; and

BE IT FURTHER RESOLVED that all other terms and provisions of the original
contract shall remain in full force and effect; and

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

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on Wednesday, March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
Clerk of the Board
AMENDMENT TO CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
MARYVILLE, INC.

THIS is an Amendment to a contract entered into on the 17th of February, 2021 (Per RFP #21-014), by and between the County of Gloucester and Maryville, Inc. (Contractor).

In further consideration for the mutual promises made by and between Contractor and County in the above-described contract, Contractor and County hereby agree to amend the contract as follows:

The contract is amended to increase the contract amount by $20,543.40, resulting in an amount not to exceed $329,742.40, through December 31, 2021 due to unanticipated services and to resolve the balance for services provided in 2021.

Whereas, a Certificate of Availability of Funds has not been issued at this time, and prior to any purchase being made and/or services rendered pursuant to the within agreement, a Certificate of Availability shall be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item from the County budget from which said funds will be paid.

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

THIS AMENDMENT is effective as of the 16th day of March, 2022.

ATTEST:  COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD  FRANK J. DIMARCO, DIRECTOR

ATTEST:  MARYVILLE, INC.

By:
Title:
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF HEALTH, DIVISION OF FAMILY HEALTH SERVICES AND ACCEPTANCE OF FUNDS RELATIVE TO THE WIC SENIOR FARMER MARKET NUTRITION PROGRAM FROM JUNE 1, 2022 TO SEPTEMBER 30, 2022 FOR $2,000.00

WHEREAS, the County of Gloucester, through its Division of Senior Services seeks to submit a grant application with the New Jersey Department of Health, Division of Family Health Services for the WIC Senior Farmer Market Nutrition Program, for funding to be used for maintaining services and defraying costs associated with providing the Senior Farm Market Voucher Program to senior residents of the County; and

WHEREAS, the Division of Senior Services has reviewed all the data supplied in the application and in its attachments, and certifies to the Board of County Commissioners that all data contained therein is true and correct, and that it has submitted the grant application to the County Treasurer’s Office for review, and the Treasurer’s Office has approved the application.

WHEREAS, the Board of County Commissioners accepts the grant funds to be received for the term June 1, 2022 to September 30, 2022 in the amount of $2,000.00, and understands the grant award will be subject to the conditions and regulations issued by the granting authority for the administration of the grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute and the Clerk of the Board is directed to attest to, the grant application and any resulting agreement with the New Jersey Department of Health, Division of Family Health Services regarding the WIC Senior Farmer Market Nutrition Program for the term June 1, 2022 to September 30, 2022, for funding in the amount of $2,000.00; and

BE IT FURTHER RESOLVED that the Board of County Commissioners hereby accepts the funds awarded and confirms that they will be used pursuant to the terms and provisions of the grant terms, and that the County Division of Senior Services shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
Mr. Eric Fisher, Director  
Gloucester Co. Div. of Senior Services  
115 Budd Boulevard  
West Deptford, New Jersey 08096

February 18, 2022

Dear Mr. Fisher,

SUBJECT: LETTER OF INTENT

The New Jersey Department of Health, Division of Family Health Services intends to process your Grant application New Jersey Department of Health – WIC Senior Farmer Market Nutrition Program in the amount of $2,000. The award is contingent upon the fully executed award signed by the Department’s Approval Officer and the availability of funds. This award will be effective for the grant period June 1, 2022 through September 30, 2022.

Please consider this letter as notice of the Department’s intent to fund in accordance with the legal provisions of such grant, and that the Notice of Grant Award document will be processed as soon as possible.

The Department will not be able to provide cash payments for any costs incurred by carrying out the items of this grant application until a fully executed Notice of Grant Award has been processed. Upon completion of this process, payment will be made in accordance with the grant provisions.

The Grantee recognizes and agrees that funding under a grant agreement is expressly dependent upon the availability of funds to the Department, appropriated by the State Legislature from State or federal revenue, or such other funding sources as may be applicable. The Department shall not be held liable for any breach of this agreement, resulting from the absence of available funding appropriations.

<table>
<thead>
<tr>
<th>Project Category</th>
<th>Funding Amount</th>
<th>Budget Period</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>$2,000</td>
<td>June 1, 2022 to September 30, 2022</td>
</tr>
<tr>
<td>Total</td>
<td>$2,000</td>
<td></td>
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</tbody>
</table>

The grant award will further be contingent upon the fiscal and programmatic completeness of your application, as well as the fulfillment of any current grant objectives, if applicable. Grant applications are to be completed on-line via the System for Administering Grants Electronically (SAGE). “Terms and Conditions” as well as Cost Controlling Initiatives will apply and may be found under “Management Activities” within each application. SAGE can be accessed at njarchive.intelligrants.com. Paper applications will not be accepted. SAGE will be open for Senior Farmer Market Nutrition Program applications on February 11, 2022 and close on March 11, 2022.

If you have any questions or are in need of assistance, contact Dorothy Ngumezi, Program Management Officer at (609) 292-9560 or Kelly Kirkpatrick, Grant Management Officer at (609) 984-1315.

Sincerely,

SAGE Application  
Lisa Aare, Assistant Commissioner  
Anthony Tarr, Fiscal Director  
Dorothy Ngumezi, Program Management Officer  
Kelly Kirkpatrick, Grant Management Officer

cc: SAGE Application
Lisa Aare, Assistant Commissioner
Anthony Tarr, Fiscal Director
Dorothy Ngumezi, Program Management Officer
Kelly Kirkpatrick, Grant Management Officer
GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRAANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: February 24, 2022

1. TYPE OF GRANT
   ___NEW GRANT
   X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER____

2. GRANT TITLE: Senior Farmer's Market Nutrition Program


4. COUNTY DEPARTMENT: Division of Senior Services

5. DEPT. CONTACT PERSON & PHONE NUMBER: Cathy Henry, 856-686-8327

6. NAME OF FUNDING AGENCY New Jersey WIC Services

7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): State grant funding of $2,000, which will enable WIC Services to enhance the lives of the low-income senior citizens of New Jersey. The funding will enable Division of Senior Services to maintain service and defray the costs of service delivery of the Senior Farmer's Market Nutrition Program, enabling the Division of Senior Services to continue to provide Farm Market Vouchers to low income seniors residing in Gloucester County.

8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK "*"): NAME AMOUNT
   Cathy Henry $1,900

9. TOTAL SALARY CHARGED TO GRANT: $1,900.

10. INDIRECT COST (IC) RATE: N/A %

11. IC CHARGED TO GRANT $ none- prohibited by grantor

12. FRINGE BENEFIT RATE CHARGED TO GRANT: N/A

13. DATE APPLICATION DUE TO GRANTOR 3/11/2022
14. FINANCIAL:  

REQUESTED  MANDATED  

GRANT FUNDS $2,000.00  

CASH MATCH $  

IN-KIND MATCH $  

TOTAL PROGRAM BUDGET: $2,000.00

15. DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?  

YES X NO  

16. HAS THE DESCRIPTION BEEN E-MAILED TO COUNTY TREASURER DEPARTMENT, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.  

Yes  

DEPARTMENT HEAD:______________________________  

Signature  

DATE:______________________________

Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION:______________________________

DATE RECEIVED BY BUDGET OFFICE:______________________________

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. ____________________________  

Signature  

2. ____________________________  

Signature

Revised: 9/22/03  

Salaries  101 $1,900.00  

Printing  275 100.00
275 Printing- Cost to print Farm Market vouchers to provided to low-income Seniors of Gloucester County. $100

101 Salaries- Amount charged off to Salary expense to Coordinator of Nutrition Program 1,900

Total 2,000

Form C-2
Department Code__ 503
Submission Date__ 2/24/2022
Department__Health___________ Revision Date________________

2022 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY AND ACCEPTANCE OF FUNDS RELATIVE TO THE FFY21 VICTIMS OF CRIME ACT (VOCA) GRANT FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $410,257.00 WITH AN IN-KIND MATCH OF $557,457.00 FOR A TOTAL AMOUNT OF $967,714.00

WHEREAS, the Gloucester County Prosecutor’s Office seeks to submit a grant application to the New Jersey Department of Law and Public Safety, Office of the Attorney General for the FFY21 Victims of Crime Act (“VOCA”) Grant, for funding which will be used to partially fund the salaries of employees of the Prosecutor’s Office-Victim Witness Unit, and pay for training and equipment needed within that Unit; and

WHEREAS, program allocation funding shall be for term July 1, 2022 to June 30, 2023, for Subaward Number V-08-21 for $410,257.00 with an in-kind match of $557,457.00, for a total amount of $967,714.00; and

WHEREAS, the County Prosecutor’s Office has reviewed the data supplied in the application and its attachments, and certifies to the Board of County Commissioners that all data contained therein is true and correct, and that it has submitted the grant application to the County Treasurer’s Office for review and the Treasurer’s Office has approved said application.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute, and the Clerk of the Board is directed to attest to the grant application for the FFY21 Victims of Crime Act Grant, Subaward Number V-08-21, and the resulting grant agreement and any other documents necessary and proper to carry out the objectives of this Resolution; and

BE IT FURTHER RESOLVED that the County of Gloucester hereby accepts the grant funds to be awarded for $410,257.00 with an in-kind match of $557,457.00, for a total amount of $967,714.00, for the term July 1, 2022 to June 30, 2023, and that the County Prosecutor’s Office shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST:

FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS,
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: 3/4/22

1. TYPE OF GRANT
   ____ NEW GRANT  ____ RENEWAL

2. GRANT TITLE: Victims of Crime Act (VOCA)

3. GRANT TERM: FROM: 7/1/22 TO: 6/30/23

4. DATE APPLICATION DUE TO GRANTOR: April 4, 2022

5. CFDA NUMBER: _______________________

6. STATE GRANT NUMBER: V-08-21

7. COUNTY DEPARTMENT: Prosecutor’s Office

8. DEPT. CONTRACT PERSON & PHONE NO Lillian Robinson 384-5579

9. NAME OF FUNDING AGENCY: NJ Dept of Law & Public Safety

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): This grant will partially fund salaries of 6 positions and fully fund 2 positions with the Prosecutor’s Victim/Witness Unit. This Unit provides services for victims of crimes in Gloucester County. It will also provide aide and supplies.

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes

12. INDIRECT COST (IC) RATE ___ %

13. IC CHARGED TO GRANT: $_______________

14. FINANCIAL:

   REQUESTED               MANDATED
   
   GRANT FUNDS $ 410,257
   CASH MATCH $ 0

   IN-KIND MATCH $ 557,457 (Attach Documentation)
   (Attached Documentation)
   TOTAL PROGRAM BUDGET $ 967,714
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $ 605,471
TOTAL OTHER EXPENSES (b): $ 10,525
TOTAL FRINGE (c): $ 351,718
TOTAL PROGRAM COST (d): $ 967,715
TOTAL GRANT FUNDING (e): $ 410,257
TOTAL COUNTY FUNDING (f): $ 557,457

DEPT. HEAD: _______________________________ Signature

DATE: ________________________________

***PLEASE FORWARD ONE HARD COPY AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER’S OFFICE:

☐ GRANT REQUEST FORM
☐ GRANT REVIEW SHEET
☐ C-2 FORM
☐ GRANT APPLICATION
☐ RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRAANTEES.
Honorable Christine Hoffman, Acting Prosecutor
Gloucester County Prosecutor’s Office
70 Hunter Street, P. O. Box 623
Woodbury, New Jersey 08096

Re: FFY21 Victims of Crime Act (VOCA) Grant Program
Project Title: County Office of Victim Witness Advocacy
Subaward Number: V-08-21

Dear Prosecutor Hoffman:

The Office of Attorney General, Grants Development Section, is accepting applications for the FFY21 Victims of Crime Act (VOCA) Grant Program to support funding for the Gloucester County Office of Victim Witness Advocacy. The grant duration period is July 1, 2022 to June 30, 2023.

Your agency can apply for a grant of up to $410,257 in federal funds, with a 20% required match of $102,564, for a total project cost of $512,821. The Notice of Availability and Award of Funds is published at https://www.njoag.gov/resources/grant-opportunities/.

An application package has been emailed to Lillian Robinson, Victim Witness Coordinator. Please ensure that all items on the application checklist are completed prior to submitting your application.
Subaward Number: V-08-21
Date: February 4, 2022
Page 2

The completed application documents must be submitted by April 4, 2022. Please send your completed application documents to voca@nioag.gov. Approval for expenditures for the grant cannot be authorized until a fully executed subaward/contract is completed.

For further assistance in preparing your application or if you have any questions, please contact your Program Analyst, Isaac Junius, at (609) 376-2435 or via e-mail at jnniusi@nidej.org.

Sincerely,

William H. Cranford

William H. Cranford, Chief Administrative Officer
Office of the Attorney General
Division of Administration
Department of Law & Public Safety

c: Lillian Robinson, Victim Witness Coordinator
Tracey Giordano, Chief Financial Officer
Amanda Liberto, Fiscal Contact Person
Isaac Junius, Program Analyst
Uniquea Antley, Grants Operations
RESOLUTION AUTHORIZING AN APPLICATION WITH THE NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY AND ACCEPTANCE OF FUNDS RELATIVE TO THE FFY20 STOP VIOLENCE AGAINST WOMEN ACT (VAWA) GRANT PROGRAM FROM JULY 1, 2022 TO JUNE 30, 2023 FOR $31,656.00 WITH AN IN-KIND MATCH OF $206,568.00 FOR A TOTAL AMOUNT OF $238,224.00

WHEREAS, the Gloucester County Prosecutor’s Office seeks to submit a grant application to the New Jersey Department of Law & Public Safety, Office of the Attorney General for the FFY20 STOP Violence Against Women Act (VAWA) Grant, for funds to be used by Special Victims Unit to support DV strangulation exams and the purchase of software for the Unit; and

WHEREAS, program allocation funding shall be for term July 1, 2022 to June 30, 2023, for Subaward Number VAWA-38-21 for $31,656.00 with an in-kind match of $206,568.00, for a total amount of $238,224.00; and

WHEREAS, the County Prosecutor’s Office has reviewed the data supplied in the application and its attachments, and certifies to the Board of County Commissioners that all data contained therein is true and correct, and that it has submitted the grant application to the County Treasurer’s Office for review and the Treasurer has approved said application.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director is hereby authorized to execute, and the Clerk of the Board is directed to attest to the grant application for the FFY20 STOP Violence Against Women Act Grant, Subaward Number VAWA-38-21, and the resulting grant agreement and any other documents necessary and proper to carry out the objectives of this Resolution; and

BE IT FURTHER RESOLVED that the County of Gloucester hereby accepts the grant funds to be awarded for $31,656.00 with an in-kind match of $206,568.00, for a total amount of $238,224.00, for the term July 1, 2022 to June 30, 2023, and that the County Prosecutor’s Office shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD
GRANT REQUEST FORM

DATE: 3/4/22

1. TYPE OF GRANT
   _____ NEW GRANT   _____ RENEWAL

2. GRANT TITLE: Stop Violence Against Women Act (VAWA)

3. GRANT TERM: FROM: __7/1/22_____ TO: __6/30/23_____

4. DATE APPLICATION DUE TO GRANTOR: __3/25/22_____

5. CFDA NUMBER: 16.588

6. STATE GRANT NUMBER: VAWA-38-21

7. COUNTY DEPARTMENT: Prosecutors Office

8. DEPT. CONTRACT PERSON & PHONE NO. Lillian Robinson X5579

9. NAME OF FUNDING AGENCY: NJ Dept of Law & Public Safety

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Funds from this grant will be used to support DV strangulation exams and the purchase of software to support the unit

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? yes

12. INDIRECT COST (IC) RATE ___ %

13. IC CHARGED TO GRANT: $____________

14. FINANCIAL: REQUESTED MANDATED
   
   GRANT FUNDS       $ 31,656
   
   CASH MATCH       $____________
   (Attach Documentation)
   
   IN-KIND MATCH    $206,568
   (Attach Documentation)
   
   TOTAL PROGRAM BUDGET $238,224
15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): $130,665

TOTAL OTHER EXPENSES (b): $31,656

TOTAL FRINGE (c): $75,903

TOTAL PROGRAM COST (d): $238,224

TOTAL GRANT FUNDING (e): $31,656

TOTAL COUNTY FUNDING (f): $206,568

DEPT. HEAD: ________________________________ Signature

DATE: ______________________________________

***PLEASE FORWARD ONE HARD COPY AND ONE ELECTRONIC COPY OF
THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER’S
OFFICE:

☐ GRANT REQUEST FORM
☐ GRANT REVIEW SHEET
☐ C-2 FORM
☐ GRANT APPLICATION
☐ RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT
AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN
EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRAnteES.
Honorable Christine Hoffman, Acting Prosecutor
Gloucester County Prosecutor’s Office
70 Hunter Street, P. O. Box 623
Woodbury, New Jersey 08096

Re: FFY20 STOP Violence Against Women Act (VAWA) Grant Program
Project Title: County Office of VWA Victim Services Project
Subaward Number: VAWA-38-21

Dear Prosecutor Hoffman:

The Office of Attorney General is accepting applications for the FFY20 STOP Violence Against Women Act (VAWA) Grant Program to support funding for the County Office of VWA Victim Services Project. Future awards to your agency will be based on the new VAWA Implementation Plan.

Your federal grant for this project will be in the amount of $31,656. Your agency will be required to supply a twenty-five percent match, $10,552, for this project. The total award amount will be $42,208. The grant period for this grant is from July 1, 2022 to June 30, 2023.

Allowable expenditures for this grant are posted in the Notice of Availability of Funds published at https://www.njoag.gov/resources/grant-opportunities/notices-of-available-funds/. Approval for expenditures for the grant cannot be authorized until a fully executed subaward/contract is completed.
A VAWA application package has been emailed to Lillian Robinson, Victim Witness Coordinator. Please ensure that all items on the application checklist are completed prior to submitting your application. The completed application must be submitted by March 25, 2022. Please email your completed application to vawa@njoag.gov.

For further assistance in preparing your application or if you have any questions, please contact your Program Analyst, Isaac Junius, at (609) 376-2435.

Very truly yours,

William H. Cranford

William H. Cranford, Chief Administrative Officer
Office of the Attorney General
Division of Administration
Department of Law & Public Safety

c: Lillian Robinson, Victim Witness Coordinator
Amanda Liberto, Fiscal Contact Person
Isaac Junius, Program Analyst
Elizabeth Griffis, Grants Development Section
Uniquea Antley, Grant Development Section
RESOLUTION AUTHORIZING CONTRACTS WITH BACH ASSOCIATES AND BRYSON & YATES CONSULTING ENGINEERS, LLC FROM MARCH 8, 2022 TO MARCH 7, 2023 IN AN AMOUNT NOT TO EXCEED $250,000.00 PER CONTRACT

WHEREAS, from time to time the County of Gloucester (hereinafter the “County”) has a need for engineering/surveying services in land and/or development rights acquisitions for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate by the Board of Chosen Freeholders; and

WHEREAS, these contract(s) may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contracts is the provision of professional services for which bids could not be received; and

WHEREAS, the County requested proposals from interested providers and evaluated and award those proposals consistent with the County’s fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4 et seq; and

WHEREAS, the evaluation, based on the established criteria, concluded that the following firms have submitted proposals evidencing that they are ready, willing and able to perform the services if requested:

- Bach Associates, 304 White Horse Pike, Haddon Heights, NJ, 08035;
- Bryson & Yates Consulting Engineers, LLC, 307 Greentree Road, Sewell, NJ, 08080; and

WHEREAS, each said contract for engineering/survey services would be for estimated services, in an amount not to exceed $250,000.00, as per RFP #22-030; and

WHEREAS, each said contract is open ended, which does not obligate the County 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 County Commissioners of the County of Gloucester, as follows:

1. That a contract(s) for engineering/survey services for land and/or development rights acquisitions by the County be awarded to: BACH ASSOCIATES AND BRYSON & YATES CONSULTING ENGINEERS, LLC, for a period of one (1) year from March 8, 2022 to March 7, 2023, and in an amount not to exceed $250,000.00 for each contract, as needed; and

2. That the Director of the Board is authorized to execute and the Clerk of the Board to attest to the contracts for the aforementioned purpose on behalf of the County; 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 contract 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 County Commissioners of the County of Gloucester held on Wednesday, March 16, 2022 at Woodbury, New Jersey.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

FRANK J. DIMARCO, DIRECTOR
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND BRYSON & YATES CONSULTING ENGINEERS, LLC

THIS CONTRACT is made this 16th day of March, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “County”, and BRYSON & YATES CONSULTING ENGINEERS, LLC, with offices at 307 Greentree Road, Sewell, NJ, 08080, hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County for the provision of engineering/surveying services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County’s Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. The term of services authorized under this agreement shall be for one (1) year from March 8, 2022 to March 7, 2023, as needed, upon being advised to proceed as to a specific project by the County’s Department of Land Preservation, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor’s proposal dated February 24, 2022 (hereinafter the “Proposal”), which was submitted in response to the County’s Request for Proposal RFP# 22-030. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $250,000.00.

   Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 RFP# 22-030, and Contractor’s Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP# 22-030.

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

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

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

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

The Contractor’s 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.** If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor 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 Contractor, or its agents and/or subcontractors.

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

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

   B. If Contractor 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.

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify 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 disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor’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.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers’ Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which 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 expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.
12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **PARTIAL INVALIDITY.** In the event that any provisions 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 provisions of this Contract.

14. **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.

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

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

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

19. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 22-030 and Contractor’s proposal. If there is a conflict between this Contract and the specification or the proposal, then this Contract and the Specifications shall control.

**THIS CONTRACT** shall be effective the _____ day of ___________, 2022.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

BRYSON & YATES
CONSULTING ENGINEERS, LLC

JONATHAN A. BRYSON, PRESIDENT
CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE COUNTY OF GLOUCESTER
AND BACH ASSOCIATES

THIS CONTRACT is made this 16th day of March, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “County”, and BACH ASSOCIATES, with offices at 304 White Horse Pike, Haddon Heights, NJ, 08035 hereinafter referred to as “Contractor”.

RECITALS

WHEREAS, there exists a need by the County for the provision of engineering/surveying services for land and/or development right acquisitions being considered by the County, as needed, for farmland preservation, open space preservation, and other specified project acquisitions deemed necessary and appropriate; and

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County’s Fair and Open Procurement Process, and the terms and provisions of N.J.S.A. 19:44A-20.4; and

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

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

TERMS OF AGREEMENT

1. TERM OF SERVICES. The term of services authorized under this agreement shall be for one (1) year from March 8, 2022 to March 7, 2023, as needed, upon being advised to proceed as to a specific project by the County’s Department of Land Preservation, or Legal Department.

2. COMPENSATION. Contractor shall be compensated pursuant to the unit prices set forth in, and subject to all terms and provisions of, the Contractor’s proposal dated February 24, 2022 (hereinafter the “Proposal”), which was submitted in response to the County’s Request for Proposal RFP# 22-030. The Proposal is incorporated into, and made part of this Contract, by reference. Contractor shall be paid an amount not to exceed $250,000.00.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the 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 RFP# 22-030, and Contractor’s Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in RFP# 22-030.

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

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

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

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

The Contractor’s 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. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor 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 Contractor, or its agents and/or subcontractors.

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

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

B. If Contractor 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.

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

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify 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 disability, 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, whether or not due to negligence, fault, or default of the Contractor. The Contractor’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.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers’ Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

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

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

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which 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 expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.
12. NON-WAIVER. The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. PARTIAL INVALIDITY. In the event that any provisions 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 provisions of this Contract.

14. 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.

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

16. GOVERNING LAW, JURISDICTION AND VENUE. This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

17. INDEPENDENT CONTRACTOR STATUS. The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

18. BINDING EFFECT. This Contract shall be binding on the undersigned, and their successors and assigns.

19. CONTRACT PARTS. This contract shall consist of this document, the specifications of RFP# 22-030 and Contractor's proposal. If there is a conflict between this Contract and the specification or the proposal, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the ____ day of ____________, 2022.
IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST: COUNTY OF GLOUCESTER

_________________________ FRANK J. DIMARCO, DIRECTOR
LAURIE J. BURNS,
CLERK OF THE BOARD

ATTEST: BACH ASSOCIATES

_________________________

STEVEN M. BACH, PRESIDENT
BACH ASSOCIATES
RESOLUTION AUTHORIZING AN EXTENSION TO THE CONTRACT WITH AP PLUMBING & HEATING SUPPLY, LLC FROM MARCH 4, 2022 TO MARCH 3, 2023 IN AN AMOUNT NOT TO EXCEED $80,000.00

WHEREAS, the County entered into a Contract on February 20, 2019 with AP Plumbing & Heating Supply, LLC with an address at 360 W. Buck Street, Paulsboro, NJ 08066 for the purchase of plumbing supplies for various County buildings, as per PD-19-009, which Contract provided the County with the option to extend for (2) one-year period or (1) two-year periods; and

WHEREAS, the County’s Department of Buildings and Grounds has recommended exercising the option to extend the Contract for a one (1) year period from March 4, 2022 to March 3, 2023 for an amount not to exceed $80,000.00; and

WHEREAS, this Contract extension is for estimated units of services to be utilized on an as-needed basis, and is, therefore, open-ended which does not obligate the County to make any purchase; no Certificate of Availability of Funds is required at this time; and

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

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of the County of Gloucester that the Director does hereby exercise its option to extend the Contract with AP Plumbing & Heating, LLC for the supply and delivery of plumbing supplies for various County buildings, as set forth in bid specifications PD-19-009, from March 4, 2022 to March 3, 2023, in an amount not to exceed $80,000.00, per year; and

BE IT FURTHER RESOLVED, that prior to any purchase made or service rendered pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds 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.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of Gloucester held on March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

FRANK J. DIMARCO, DIRECTOR

ATTEST:

Laurie J. Burns,
Clerk of the Board
**PD-19-009**

*Bid Opening 2/06/19 at 10:00 a.m.*

**SUPPLY AND DELIVERY OF PLUMBING PARTS**

AND SUPPLIES FOR THE COUNTY OF

GLOUCESTER AND EXISTING UNITS WITHIN THE

COUNTY AS ALLOWED THROUGH THE COUNTY

**CONTRACT PURCHASING SYSTEM NUMBERS**

CK-01-GC & 16GLCP

<table>
<thead>
<tr>
<th>Vendor:</th>
<th>Vendor:</th>
</tr>
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<tbody>
<tr>
<td>AP Plumbing &amp; Heating Supply LLC.</td>
<td>Best Plumbing Specialties</td>
</tr>
<tr>
<td>360 W. Buck St. Paulsboro, NJ 08066</td>
<td>P.O. Box 30 Myersville MD 21773</td>
</tr>
<tr>
<td>Alfonso L. Palladino - Partner</td>
<td>Ciara Dubik, Contract Specialist</td>
</tr>
<tr>
<td>856 423-0498</td>
<td>800-448-6710</td>
</tr>
<tr>
<td>856 423-5335 FAX</td>
<td>800-700-2378 - Fax</td>
</tr>
<tr>
<td><a href="mailto:jasonjones803@verizon.net">jasonjones803@verizon.net</a></td>
<td><a href="mailto:contracts@bestplumbingonline.com">contracts@bestplumbingonline.com</a></td>
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<table>
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<tr>
<th>ITEM</th>
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<th>DISCOUNT</th>
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<tr>
<td>1.</td>
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**ACCESS PANELS**

<table>
<thead>
<tr>
<th>Description</th>
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<tr>
<td>ACORN ENGINEERING CO.</td>
<td>40%</td>
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</tr>
<tr>
<td>FLUIDMASTER, INC</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>WILLIAM H. HARVEY COMPANY</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>HERCULES CHEMICAL COMPANY, INC.</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>JL INDUSTRIES, INC., ACTIVAR, INC.</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>MIPAB</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>SIOUX CHIEF MFG. CO</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>J R SMITH MFG</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>GENERIC</td>
<td>40%</td>
<td>No Bid</td>
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**ADHESIVES**

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<thead>
<tr>
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<tr>
<td>HERCULES CHEMICAL COMPANY</td>
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</tr>
<tr>
<td>WILLIAM H. HARVEY COMPANY</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>OATEY</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>LA-CO</td>
<td>40%</td>
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**BALLCOCKS**

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<tbody>
<tr>
<td>FLUIDMASTER, INC</td>
<td>40%</td>
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<tr>
<td>GENERIC</td>
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**BASINS (CATCH, MOP, MOP FIBERGLASS, SEWAGE & SUMP)**

<table>
<thead>
<tr>
<th>Description</th>
<th>Discount</th>
<th>Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>DIVERSIFIED SPEC</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>LIBERTY PUMP</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>Part Number</td>
<td>Percentage</td>
<td>Bid Status</td>
</tr>
<tr>
<td>------------------------------</td>
<td>------------</td>
<td>------------</td>
</tr>
<tr>
<td>MIFAB</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>J R SMITH</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>ZOEELLER CO.</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>GENERIC</td>
<td>40%</td>
<td>No Bid</td>
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**BOWLS SETTING GASKETS AND BOLTS**

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Percentage</th>
<th>Bid Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>WILLIAM H. HARVEY COMPANY</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>HERCULES CHEMICAL COMPANY</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>RADIATOR SPECIALTY COMPANY</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>GENERIC</td>
<td>40%</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

**BOWLS, WATER CLOSET**

**INTEGRAL SEAL, JUVENILE, PRISON, WALL HUNG**

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Percentage</th>
<th>Bid Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACORN ENGINEERING</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>BRADLEY CORP</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>GERBER</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>MANSFIELD</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>AMERICAN STANDARD</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>KOHLER</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>GENERIC</td>
<td>40%</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

**BRACKETS OR SUPPORTS, FOR PIPE & CONDUIT**

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Percentage</th>
<th>Bid Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>WILLIAM H. HARVEY COMPANY</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>SNAP-N-STRUT</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>SIOUX CHIEF MFG. CO.</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>GENERIC</td>
<td>40%</td>
<td>No Bid</td>
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</table>

**BRUSHES, ACID, COPPER FITTING, TUBE & PIPE CLEANING**

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Percentage</th>
<th>Bid Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>FEDERAL PROCESS CORP.</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>WILLIAM H. HARVEY COMPANY</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>HERCULES CHEMICAL COMPANY</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>MILL-ROSE COMPANY</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>SIOUX CHIEF MFG. CO.</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>GENERIC</td>
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<td>No Bid</td>
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**CARTRIDES, WATER FILTER**

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Percentage</th>
<th>Bid Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>AMERICAN PLUMBER</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>CULLIGAN</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>KEYSTONE</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>CUNO</td>
<td>40%</td>
<td>No Bid</td>
</tr>
<tr>
<td>Category</td>
<td>Company</td>
<td>Quantity</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>--------------------------------</td>
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<tr>
<td><strong>Caulks</strong></td>
<td>Black Swan Mfg. Co.</td>
<td>40%</td>
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<tr>
<td></td>
<td>William H. Harvey Company</td>
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</tr>
<tr>
<td></td>
<td>Hercules Chemical Co.</td>
<td>40%</td>
</tr>
<tr>
<td></td>
<td>Generic</td>
<td>40%</td>
</tr>
</tbody>
</table>

| **Cement, Plastic Pipe**         | William H. Harvey Company      | 40%      | No Bid     |
|                                  | Hercules Chemical Co.          | 40%      | No Bid     |
|                                  | Oatey                          | 40%      | No Bid     |
|                                  | Rectorseal                     | 40%      | No Bid     |
|                                  | Generic                        | 40%      | No Bid     |

| **Clamps (Hose, Other, Pipe Repair)** | Midland Metal Mfg. Co. | 40% | No Bid |
|                                       | Mueller Co.                  | 40% | No Bid |
|                                       | Radiator Specialty           | 40% | No Bid |
|                                       | Sioux Chief                  | 40% | No Bid |
|                                       | Webstone Co.                 | 40% | No Bid |
|                                       | Generic                      | 40% | No Bid |

| **Coolers, Drinking Water**       | Elkay                         | 40% | No Bid |
|                                   | Halsey Taylor                 | 40% | No Bid |
|                                   | Sunroc                        | 40% | No Bid |
|                                   | Generic                       | 40% | No Bid |

| **Cutting and Penetrating Oil/Lubricants** | Black Swan Mfg. Co. | 40% | No Bid |
|                                           | William H. Harvey Company    | 40% | No Bid |
|                                           | Hercules Chemical Co.        | 40% | No Bid |
|                                           | Generic                      | 40% | No Bid |

<p>| <strong>Drains (Basement, Shower, Cleanout, Floor, Lavatory, Roof, Sink, Urinal)</strong> | Acorn | 40% | No Bid |
|                                                                            | B &amp; K Industries              | 40% | No Bid |
|                                                                            | Canplas                       | 40% | No Bid |
|                                                                            | Charlotte Pipe Company        | 40% | No Bid |
|                                                                            | Elkay                         | 40% | No Bid |
|                                                                            | Federal Industries            | 40% | No Bid |</p>
<table>
<thead>
<tr>
<th>Vendor</th>
<th>Percentage</th>
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<tbody>
<tr>
<td>Generic</td>
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<tr>
<td>Woodford</td>
<td>40%</td>
</tr>
<tr>
<td>T&amp;G</td>
<td>40%</td>
</tr>
<tr>
<td>Symmons</td>
<td>40%</td>
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<tr>
<td>Sloan</td>
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<td>Powers</td>
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<td>Maserfield</td>
<td>40%</td>
</tr>
<tr>
<td>Ebro</td>
<td>40%</td>
</tr>
<tr>
<td>Bradley</td>
<td>40%</td>
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<td>Arrowhead</td>
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<td>Ackron</td>
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<td>TiO2</td>
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<td>Facetis</td>
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<tr>
<td>Generic</td>
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<tr>
<td>Snap-N-Straut</td>
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<tr>
<td>Stock Chief</td>
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<td>Etco</td>
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<tr>
<td>Zurn</td>
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<tr>
<td>Watts MFG</td>
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<tr>
<td>J.A. Smith</td>
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<tr>
<td>Niagara</td>
<td>40%</td>
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<tr>
<td>Josam</td>
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<tr>
<td>PIPE (CAST IR, COPPER, GALVANIZED, PLASTIC)</td>
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<td>CANPLAS</td>
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<td>CHARLOTTE PIPE</td>
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<td>MANSFIELD</td>
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<table>
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<tr>
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<td>ZURN</td>
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<table>
<thead>
<tr>
<th>FLUXES AND SOLDER</th>
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<tbody>
<tr>
<td>J.W. HARRIS CO.</td>
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<tr>
<td>WILLIAM H. HARVEY CO</td>
</tr>
<tr>
<td>HERCULES</td>
</tr>
<tr>
<td>LA-CO</td>
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<td>OATEY</td>
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<table>
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<table>
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<tr>
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<tr>
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<tr>
<td>OATEY</td>
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<tr>
<td>Category</td>
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<tr>
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</tr>
<tr>
<td>Previous Backflow</td>
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<td>Primer Trap Seal</td>
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<tr>
<td>Pipe Flexible GAS</td>
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<td>Pipe Cross Linked Polyethylene (PEX)</td>
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<td>Hose and Hydrants</td>
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<tr>
<td>----------------------</td>
</tr>
<tr>
<td><strong>PUMPS / PUMPING SYSTEMS</strong></td>
</tr>
<tr>
<td>LIBERTY</td>
</tr>
<tr>
<td>ZOELLER</td>
</tr>
<tr>
<td>GENERIC</td>
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</tr>
<tr>
<td><strong>PUTTY AND EPOXIES</strong></td>
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<td>WILLIAM H HARVEY</td>
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<tr>
<td>HERCULES</td>
</tr>
<tr>
<td>OATEY</td>
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<tr>
<td>GENERIC</td>
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<tr>
<td></td>
</tr>
<tr>
<td><strong>TOILET SEATS</strong></td>
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<tr>
<td>TOTO</td>
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<tr>
<td>BEMIS</td>
</tr>
<tr>
<td>CHURCH</td>
</tr>
<tr>
<td>GENERIC</td>
</tr>
<tr>
<td></td>
</tr>
<tr>
<td><strong>VALVES (BALL, GATE, STOP &amp; WAST)</strong></td>
</tr>
<tr>
<td>BOSTON METAL</td>
</tr>
<tr>
<td>BRASS CRAFT</td>
</tr>
<tr>
<td>CRANE</td>
</tr>
<tr>
<td>LEGEND</td>
</tr>
<tr>
<td>MANSFIELD</td>
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<tr>
<td>WEBSTONE</td>
</tr>
<tr>
<td>GENERIC</td>
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<tr>
<td></td>
</tr>
<tr>
<td><strong>VALVE (GAS)</strong></td>
</tr>
<tr>
<td>LEGEND</td>
</tr>
<tr>
<td>NIBCO</td>
</tr>
<tr>
<td>WEBSTONE</td>
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<tr>
<td>GENERIC</td>
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<td></td>
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<tr>
<td><strong>VALVE (SHOWER)</strong></td>
</tr>
<tr>
<td>LEONARD</td>
</tr>
<tr>
<td>POWERS</td>
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<tr>
<td>SPEAKMAN</td>
</tr>
<tr>
<td>SYMMONS</td>
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<tr>
<td>GENERIC</td>
</tr>
</tbody>
</table>
## Valve (Relief)

<table>
<thead>
<tr>
<th></th>
<th>40%</th>
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</thead>
<tbody>
<tr>
<td>WATTS</td>
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<td></td>
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<tr>
<td>GENERIC</td>
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</tbody>
</table>

## Valve (Water Supply Shut-Off)

<table>
<thead>
<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>BRASS CRAFT</td>
<td></td>
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<tr>
<td>GENERIC</td>
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</table>

## Water Heaters

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<tr>
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</tr>
</thead>
<tbody>
<tr>
<td>BRADFORD WHITE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RHEEM</td>
<td></td>
<td></td>
</tr>
<tr>
<td>RINNAI</td>
<td></td>
<td></td>
</tr>
<tr>
<td>STATE</td>
<td></td>
<td></td>
</tr>
<tr>
<td>GENERIC</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>40%</th>
<th>No Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIPE INSULATION 1/2” TO 4”</td>
<td></td>
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</tr>
<tr>
<td>ACETYLENE B-BOTTLE</td>
<td></td>
<td></td>
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<tr>
<td>MC-BOTTLE</td>
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<td></td>
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</tbody>
</table>

Variations: (if any) NONE 20% off Best Plumbing catalog

Will you extend your prices to local government entities within the County YES YES

Bid specifications sent to: Jitu Basena Prime Vendor Bidnet Dmullis Insurance Onvia Lightsource Deltek

The contract shall be for a two (2) year period with an option to extend for one (1) two year period or two (2) one year periods.

Based upon the bids received, I recommend AP Plumbing & Heating Supply LLC. be awarded a contract, as the lowest responsive, responsible bidder.

Sincerely,

Kimberly Larter, QPA
RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH
ROYAL PRINTING SERVICE FOR $20,080.00

WHEREAS, the award of a contract by the County under and pursuant to the emergency
provision of the Local Public Contracts Law, and regulations promulgated thereunder for the
purchase of vote by mail peel n' seal inner envelopes and outer envelopes for the 2022 General
Election was made by the County from Royal Printing Service; and

WHEREAS, in accordance with N.J.S.A 19:63-9, the County Clerk is required to mail
vote by mail ballots 45 days prior to the Primary Election and there is currently a manufacturing
paper shortage resulting in significant delays with established vendors; and

WHEREAS, the said contract was exempt from public bidding, as it was required for
emergency election materials, which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as
certified by James N. Hogan, County Clerk; and

WHEREAS, the County Clerk, James N. Hogan, notified Kimberly A. Larter, County
Qualified Purchasing Agent of the need for said contract, the nature of the emergency, the time of
its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and
Contracts) for the purchase of vote by mail peel n' seal inner envelopes and outer envelopes for the
2022 General Election and contracted with Royal Printing Service, with a mailing address of
441 51st Street, West New York, New Jersey 07093, for $20,080.00; and

WHEREAS, the Treasurer for the County has certified the availability of funds for the
emergency provisions in the amount of $20,080.00, pursuant to C.A.F. No. 22-01651, which
shall be charged against budget line item 2-01-20-120-002-20275.

NOW, THEREFORE BE IT RESOLVED, by the Board of County Commissioners of
the County of Gloucester that the emergency contract awarded by the County with Royal Printing
Service, for the purchase of vote by mail peel n' seal inner envelopes and outer envelopes for the
2022 General Election, pursuant to and in accordance with the emergency provisions, be, and
hereby is, confirmed and approved; and

BE IT FURTHER RESOLVED, by the Board of County Commissioners 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 with Royal Printing
Service, for $20,080.00.

ADOPTED at a regular meeting of the Board of County Commissioners of the County of
Gloucester held on Wednesday, March 16, 2022 at Woodbury, New Jersey.

COUNTY OF GLOUCESTER

ATTEST: FRANK J. DIMARCO, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD
CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
ROYAL PRINTING SERVICE

THIS CONTRACT is made effective the 16TH day of March, 2022, by and between the COUNTY OF GLOUCESTER, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as “County,” and ROYAL PRINTING SERVICE with a mailing address of 441 51ST Street, West New York, New Jersey 07093, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, there existed a need for the County to contract for the purchase of vote by mail peel n’ seal inner envelopes and outer envelopes for the 2022 General Election; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the service; and

WHEREAS, in accordance with N.J.S.A 19:63-9, the County Clerk is required to mail vote by mail ballots 45 days prior to the Primary Election and there is currently a manufacturing paper shortage resulting in significant delays with established vendors; and

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

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

TERMS OF AGREEMENT

1. TERM. Vendor shall complete printing and delivery of all materials within a reasonable period of time.

2. COMPENSATION. Vendor shall be compensated in a total contract amount of $20,080.00, as per Vendor’s Quotation, dated February 18, 2022, attached hereto as Attachment A and made a part of this Contract.

   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.

3. DUTIES OF PARTIES. The specific duties of the Vendor shall be to print and deliver qty. 50,000 Vote by Mail Peel N’ Seal Inner Envelopes and qty. 50,000 Vote by Mail Outer Envelopes, as set forth in Attachment A.
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 Contractor's proposal.

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

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

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

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

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

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

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

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

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

   A. 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.

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

7. **NO ASSIGNMENT OR SUBCONTRACT.** This contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.
8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to reasonable costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **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.

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. **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 Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

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

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

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

17. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

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

19. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and
shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.

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

21. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

22. **CONTRACT PARTS.** This contract shall consist of this document and Vendor’s Quotation. If there is a conflict between this Contract or the Vendor’s Quotation, then this Contract shall control.

**THIS CONTRACT** shall be effective the _____ day of __________, 2022.

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

ATTEST:  

COUNTY OF GLOUCESTER

______________________________  
FRANK J. DIMARCO,  
DIRECTOR

LAURIE J. BURNS,  
CLERK OF THE BOARD

ATTEST:  

ROYAL PRINTING SERVICE

______________________________  
By:  
Title:
ATTACHMENT A
MEMORANDUM

To: Heather Pool  
County of Gloucester

From: David W. Passante

Date: February 18, 2022

RE: Price Quote – Vote by Mail Envelopes

Below are the prices you requested.

**Vote by Mail Peel N’ Seal Inner Envelopes (5.75” x 10.5”)**
(2 colors printed on 70 lb. Lynx Opaque Smooth Offset)

50,000 = $10,235.00

**Vote by Mail Outer Envelopes (6” x 11.375”)**
(1 color printed on 70 lb. Lynx Opaque Smooth Offset)

50,000 = $9,845.00
COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN: County Clerk’s Office
   (NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON: 2022-02-22
   (DATE)

3. THE NATURE OF THE EMERGENCY IS:
   A manufacturing paper shortage has resulted in significant delays in the satisfaction of vote by mail
   envelope orders by established vendors. The County Clerk’s Office has a statutory requirement to mail
   vote by mail ballots 45 days prior to the Primary Election (April 23rd), and current envelope stock will not
   satisfy the number of voters registered to vote by mail in the 2022 Primary Election.

4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH,
   SAFETY OR WELFARE OF THE PUBLIC.

5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
   An insufficient number of vote by mail envelopes would disenfranchise registered vote by mail voters of
   the right to vote and create significant confusion among voters and poll workers on Election Day.

6. IT IS NECESSARY TO INVOLVE NJ.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN
   ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED
   IN THE ATTACHED REQUISITION # R2-01491. THE ESTIMATED COST OF FURNISHING
   THE MATERIALS, SUPPLIES OR SERVICES IS $20,080

   VENDOR NAME: Royal Printing Service

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT
   OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT
   IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM
   SUBJECT TO PUNISHMENT.

[Signature]
DEPARTMENT HEAD

[Signature]
QUALIFIED PURCHASING AGENT

[Signature]
APPROVED BY COUNTY ADMINISTRATOR

DATE 2-22-2022
<table>
<thead>
<tr>
<th>QTY/UNIT</th>
<th>DESCRIPTION</th>
<th>ACCOUNT NO.</th>
<th>UNIT PRICE</th>
<th>TOTAL COST</th>
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<tbody>
<tr>
<td>1.00</td>
<td>VOTE BY MAIL PEEL N' SEAL INNER ENVELOPES (5.75&quot; X 10.5&quot;) (2 COLORS PRINTED ON 70 LB. LYNX OPAQUE SMOOTH OFFSET)</td>
<td>2-01-20-120-002-20275 Printing - Elections</td>
<td>10,235.0000</td>
<td>10,235.00</td>
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<td>QTY: 50,000</td>
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<td>COST: $10,235.00</td>
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<tr>
<td>1.00</td>
<td>VOTE BY MAIL OUTER ENVELOPES (6&quot; X 11.375&quot;) (1 COLOR PRINTED ON 70 LB. LYNX OPAQUE SMOOTH OFFSET)</td>
<td>2-01-20-120-002-20275 Printing - Elections</td>
<td>9,845.0000</td>
<td>9,845.00</td>
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<td>QTY: 50,000</td>
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<tr>
<td></td>
<td>COST: $9,845.00</td>
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<td><strong>TOTAL</strong></td>
<td></td>
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<td><strong>20,080.00</strong></td>
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**CLAIMANT'S CERTIFICATE & 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 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.

[VENDOR SIGN HERE]

**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]

**APPROVAL TO PURCHASE**

DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW

[TREASURER / CFO]

[QUALIFIED PURCHASING AGENT]

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT
BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

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

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

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

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

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

Name of Business Entity: Royal Printing Service
Signed: ___________________________ Title: President
Print Name: David W. Passante Date: 02/22/2022

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

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

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

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

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

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

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

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

19:44A-20.8. Duty to report contributions

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

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

19:44A-20.9. Repayment of contribution

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

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

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

New Jersey Law, provides that Gloucester County may not enter into a contract for more than $17,500.00 (except contracts that are required by law to be publicly advertised for bids) with any business entity unless the County receives from that business entity a Political Contribution Disclosure Form.

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

A business entity contracting with a county, independent authority, or board of election 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.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Please list all such contributions below. (If no such contributions have been made, indicate "None"):  

<table>
<thead>
<tr>
<th>Date</th>
<th>Amount</th>
<th>Recipient's Name</th>
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<td>None</td>
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</table>
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: Royal Printing Service
Signed: [Signature] Title: President
Print Name: David W. Passante Date: 02/22/2022

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.
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.