

12/18/24

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
CENTER FOR FAMILY SERVICES, INC.**

THIS CONTRACT is made this 18th day of **December, 2024**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**," and **CENTER FOR FAMILY SERVICES, INC.**, of 584 Benson Street, Camden, New Jersey 08103, hereinafter referred to as "**Contractor**."

RECITALS

WHEREAS, the County of Gloucester has determined that there is a need for professional services for Emergency Tenant Based Rental Assistance and supportive services for eligible qualifying populations as defined by HUD, as per **RFP# 24-050**; 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, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

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

TERMS OF AGREEMENT

1. **TERM**. The term of the contract shall be from December 18, 2024 to December 17, 2026, with the option to extend for three (3) one (1) year terms.

2. **COMPENSATION**. Contractor shall be compensated in an amount not to exceed \$997,797.00 per year, pursuant the proposal submitted by the Contractor, dated October 24, 2024, incorporated in its entirety by reference and made part of this Contract and/or in accordance with Attachment A attached hereto.

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

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

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the County's RFP# 24-050 and Contractor's responsive proposal, which are incorporated in their entirety by reference and made a part of this Contract and Attachment A. Should there occur a conflict between this form of contract and RFP# 24-050 and/or the Contractor's proposal, this Contract shall prevail. Should there occur a conflict between this form of contract and RFP-24-050, this contract shall prevail.

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

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

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of gender, age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation and gender identity or expression, disability, nationality, sex, veteran status or military service. Except with respect to affectional or sexual orientation and gender identity or expression, 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 and gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunities shall include, but not be limited to, the following: employment, promotion, 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 non-discrimination 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 gender, 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, where applicable, 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 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, where applicable, agrees to make good faith efforts to meet targeted employment goals established in accordance with N.J.A.C. 17:27-5.2.

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

Contractor shall notify 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 any 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 RFP# 24-050 which are specifically referred to and incorporated herein by reference.

B. If Contractor or Subcontractor 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, provisions, terms, conditions, 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 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, negligence, or gross misconduct of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification

provisions of this Contract, nor to prevent the County from pursuing any other relief damages to which it may be entitled, either at law or in equity.

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

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

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

If Contractor is a member of a profession 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 service 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 expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

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

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

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

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor or subcontractors, 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 written 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 in writing. 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 CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

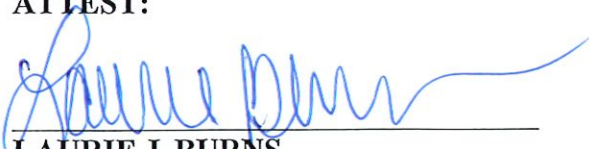
19. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

20. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of RFP# 24-050 issued by the County, and Contractor's responsive proposal, dated October 24, 2024. If there is a conflict between this contract and the specifications or the Contractor's proposal, then this contract and the specification shall control.

THIS CONTRACT is dated this 18th day of December, 2024.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

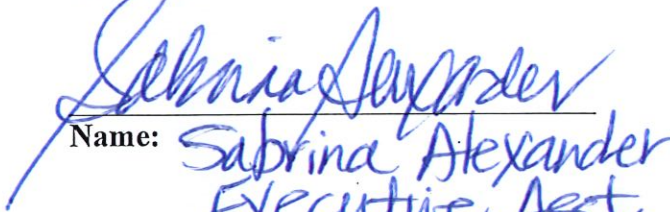
ATTEST:


LAURIE J. BURNS,
CLERK OF THE BOARD

COUNTY OF GLOUCESTER


FRANK J. DIMARCO, DIRECTOR

ATTEST:


Name: Sabrina Alexander
Executive Asst.

CENTER FOR FAMILY SERVICES, INC.


Name: Richard Stagliano
Title: CEO



ATTACHMENT A

HUD GRANT NO: M-21-DP-34-0215
TOTAL AMOUNT: < \$1,995,594.00
GC AGREEMENT NO: HOME ARP 24-050

**SUBRECIPIENT AGREEMENT
FOR USE OF
HOME Investments Partnership – ARP (HOME-ARP)
BETWEEN
GLOUCESTER COUNTY, NEW JERSEY
AND
CENTER FOR FAMILY SERVICES**

THIS AGREEMENT, made and entered into on the **18th day of December 2024** by and between the 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 “Grantee,” and **Center for Family Services, Inc** a Gloucester County non-profit, hereinafter referred to “Subrecipient”, having its principal place of business at 584 Benson Street, Camden NJ 08103, and/or serving eligible residents of Gloucester County.

WITNESSETH:

WHEREAS the County has received funds (“HOME Funds”) from the United States Department of Housing and Urban Development (“HUD”) pursuant to the HOME Investment Partnerships Act and HOME Investment Partnerships Program, 42 U.S.C. Section 12701, et seq., and the implementing regulations set forth in 24 CFR § 92.1, et seq., and the American Rescue Plan Act of 2021 (P.L. 117-2) (together, “HOME Program”) for the purposes of strengthening public-private partnerships to provide more affordable housing, and particularly to provide decent, safe, sanitary, and affordable housing for very low income and lower income citizens of Gloucester County in accordance with the HOME Program. As used herein, the HOME Program includes the HUD Final Rule set forth at 78 FR 142, adopted July 24, 2013, which adopts substantial amendments to the HOME Program regulations set forth at 24 CFR Part 92, and CDP Memo titled “Waivers and Alternative Requirements For Implementation of the HOME American Rescue Plan (HOME-ARP) Program” dated September 9, 2021.

WHEREAS the strategy is set forth in the County of Gloucester’s HOME ARP Allocation Plan (“Allocation Plan”) and includes the allocation of HOME ARP Program funds for various purposes, including tenant-based rental assistance, administration, supportive services, security deposit assistance, utility deposit assistance, and utility allowance assistance to eligible extremely low, very low and low-income households that are Qualifying Populations (QP) of the County of Gloucester.

WHEREAS the County wishes to engage the Subrecipient to act in the role of “Sponsor” to assist the County in utilizing HOME ARP Funds to provide tenant-based rental assistance (TBRA), supportive services, security deposit assistance, and utility assistance to

the QP, in accordance with the terms and provisions set forth in this Agreement.

WHEREAS, pursuant to N.J.S.A. 40A:11-4.1, et seq., the County of Gloucester has conducted a publicly advertised Competitive Contracting Request for Proposals #24-050, for management of a tenant-based rental assistance and supportive services program; and

WHEREAS the Evaluation Committee for this Competitive Contracting Request For Proposals has reviewed the responses and has recommended that an agreement be awarded to Center for Family Services, Inc. (CFS), at the unit rates listed in its Proposal dated October 24, 2024, in an amount not to exceed \$1,995,594.00 for a term of two (2) years; and

WHEREAS this contract is awarded pursuant to the Local Public Contracts Law, N.J.S.A. 40A:11-4.1 et seq.; now, therefore,

IN CONSIDERATION of the mutual promises hereinafter expressed, the parties hereto agree as follows:

1. TERM

The term of this Agreement shall be for a term of two (2) years commencing on or about January 1, 2025, through December 31, 2026.

2. SCOPE OF SERVICES

The Subrecipient shall provide the services set forth in both the County's Competitive Contracting Request for Proposals #24-050 and the Subrecipient's proposal dated October 24, 2024, both of which are incorporated herein by reference and made a part hereof. In the event of a conflict between either of the aforementioned documents, the terms and conditions of the County's Competitive Contracting Request for Proposals #24-050 shall prevail.

- a. **Scope of Services.** During the entire Term of this Agreement, Subrecipient shall administer the County's HOME ARP-funded Tenant Based Rental Assistance Program ("TBRA Program") in the HUD HOME-ARP defined role of "Sponsor". In connection with the Services, the Subrecipient shall comply with all requirements of the HOME-ARP Program regulations, this Agreement, and all applicable federal, state, and local laws and regulations. Subrecipient as Sponsor shall further take all reasonable actions necessary to enable the County to comply with the County's obligations under the HOME Program relating to the TBRA Program.
- b. **Supportive Services.** Supportive services provided directly by the Subrecipient to program participants are eligible for reimbursement. Only those supportive Services identified during the Coordinated Entry of the

program participant are eligible for reimbursement. Third-party supportive services are not eligible for reimbursement.

c. Marketing and Outreach; Application Process.

All prospective tenants will be referred to the Program through the Coordinated Entry System (CES). As the Allocation Plan does not state a preference or prioritization for referral, a standard CE system may only be used for intake and assessment to determine QP eligibility; from there, households would need to be referred to a project/activity specific waiting list in chronological order. The Subrecipient agrees to contact the individual within five (5) business days of receiving the referral. As part of the intake process, the Subrecipient will review the individual's CES packet for completeness. If the packet is incomplete, the Subrecipient must gather the missing documentation in preparation for program acceptance.

d. Intake Process. Upon being contacted by a prospective program participant, Subrecipient shall initially meet with such prospective program participant to be interviewed and onboarded into the Program. Subrecipient shall then meet with prospective program participant to determine and verify their qualifications and eligibility for assistance under the Program, provide such prequalified Eligible Households with the TBRA Program application and other documentation described below, and assist prospective program participant with the completion of the application and gross income calculation worksheet. Subrecipient shall provide every prospective program participant with all of the following documentation:

1. TBRA Application in the form approved in writing by the County and or designee. The TBRA Application shall solicit information regarding each applicant household's income and assets, household size and composition (number of children and adults), names of household members, housing unit (defined below) size and location preferences, specific needs and considerations, and a race/ethnicity survey.
2. Evidence of prospective program participant's status as a QP.
3. Gross Income Calculation Form a form approved by the County.
4. Household Budget Worksheet a form approved by the County.
5. Lead-Based Hazard Information Pamphlet "Protect Your Family from Lead in Your Home."

6. Guidance for Eligible Households. Subrecipient shall meet with prospective program participants throughout the application process and shall continue to meet with and counsel regarding the TBRA Program, their responsibilities as participants of the TBRA Program, and the goals and objectives of the TBRA Program.
- e. Determination of Eligibility. The Subrecipient shall issue a determination of eligibility in accordance with the selection criteria described in this Section. Eligible Household. As used in this Agreement, "Eligible Household" refers to extremely low-income households that are currently residents of the County of Gloucester and qualify as a QP.

For purposes of determining eligibility for the HOME ARP TBRA Program (or for continuing compliance), a prospective program participant's gross annual income shall be determined in accordance with 24 CFR 5.609, with the allowable exclusions from income established at 24 CFR 5.611. For purposes of this Agreement, annual income means the gross amount of income from all sources, including assets, for all adult household members that is anticipated to be received prospectively during the 12-month period following the date of application and before any deductions are taken (and for a participating household, income anticipated for the 12 months following verification described below). When collecting income verification documentation, Subrecipient may also consider any likely changes in income. For purposes of this Agreement and the TBRA Program, income limits for extremely-low, very-low, and low income households are established annually by HUD for the Gloucester County PMSA.

- f. Income Verification.
 1. Initial Verification. To determine if TBRA Program applicants (collectively, "Applicants") are income-eligible, Subrecipient must verify each Applicant's household income using source documentation such as wage statements, interest statements, unemployment compensation statements, and bank account statements. Once an initial income verification is completed, the Subrecipient is not required to re-examine the Eligible Household's income unless six months has elapsed before assistance is provided.
 2. Annual Eligibility Verification. Subrecipient shall annually re-certify income and re-qualify each Eligible Household, including examination of source documentation as described above. If the total household income is above 80% AMI, rental assistance must be terminated following a 30-day notification period. For households between 60%

and 80% AMI the Subrecipient must obtain approval from the County before rental assistance is continued.

3. Verification of Eligibility. Subrecipient shall collect and examine source documentation submitted by the applicant to verify the identity of the members of the Eligible Household.
4. Written Eligibility Determinations. Subrecipient shall provide written notice to each Applicant stating whether such Applicant was determined to be eligible for assistance under the TBRA Program. Applicants determined to be ineligible for TBRA Program assistance shall have an opportunity to appeal the determination to the Director.

g. Selection of Housing Units.

1. Housing Unit Selection. Subrecipient shall assist Eligible Households with finding and selecting an appropriate housing unit (each a "Housing Unit") that meets federal Housing Quality Standards (HQS). Eligible Households shall also be entitled to find a Housing Unit for themselves, subject to compliance with the requirements of the TBRA Program, HOME Program and this Agreement; however, the parties anticipate that in most cases, Subrecipient shall be responsible for locating and inspecting an appropriate Housing Unit for occupancy by each Eligible Household. Subrecipient may refer Eligible Households to appropriate Housing Units but may not require an Eligible Household to select a particular Housing Unit. Subsidy Payments shall only be provided in connection with the rental of a qualified Housing Unit located in the County. Subsidy Payments under this Agreement are not portable and only valid within the County of Gloucester. Subrecipient's obligations under this Section 1.4 apply to each Housing Unit to be occupied by an Eligible Household receiving Subsidy Payments hereunder.
2. Housing Unit Size; Occupancy Standards. Housing Unit selection shall comply with the following "Occupancy Standards" for the applicable Eligible Household: No more than two persons per bedroom plus one may occupy the Housing Unit. Thus, no more than three persons may occupy a one-bedroom Housing Unit; no more than five persons may occupy a two-bedroom Housing Unit; no more than seven persons may occupy a three-bedroom Housing Unit; no more than nine persons may occupy a four bedroom Housing Unit.
3. Property Inspection. Prior to occupancy of any Housing Unit by an Eligible Household, and again during the annual (or more often)

verification process, Subrecipient shall cause a certified Housing Quality Standards (HQS) inspector to inspect each Housing Unit occupied or to be occupied by an Eligible Household to ensure the Housing Unit complies with HQS as set forth in the HOME-ARP Program, including without limitation 24 CFR 92.251, as well as all applicable state and local codes and ordinances, including zoning ordinances. The Subrecipient shall provide the County with documentation of each HQS inspector's certification. Each HQS inspection shall include all of the following:

- a. Verification of property ownership;
- b. Verification of the age of the Housing Unit;
- c. Complete HQS Inspection Checklist, including a rating for the Housing Unit of Pass, Pass with Comment, or Fail;
- d. Lead-based hazard assessment, dissemination of lead-based hazard information pamphlet and disclosure form and lead-based hazard reduction activities, if required by the HOME Program or applicable federal, state and/or local laws;
- e. Adequate opportunity for the Landlord (defined below) to correct any deficiencies indicated in the HQS Inspection Form to bring the Housing Unit into compliance with HQS requirements;
- f. Verification that occupancy by the Eligible Household will comply with the Occupancy Standards set forth in above; and
- g. Certification of rent reasonableness regarding the rent being charged for the Housing Unit based on comparable non-assisted Housing Units in the same area. Subrecipient shall perform the rent reasonableness review subject in each instance to review and approval by the County. County may elect to perform the rent reasonableness reviews on behalf of Subrecipient by providing written notice to Subrecipient. The rent charged under the written lease agreement for the Housing Unit shall conform to the County's adopted rent standard of 120% of the HUD Fair Market Rent for the County in which the Housing Unit is located. The contract rent for Housing Units that are restricted to an affordable rent by agreement with the County or the Gloucester County Housing Authority or by regulation or ordinance, or otherwise, shall be likewise restricted to such affordable rent in accordance with the contractual, statutory or regulatory restrictions governing

the permitted rents for such Housing Units and the Rental Assistance Subsidy Payment shall be limited and calculated accordingly, as described below.

4. Coordination with Landlords.

- a. Landlord Guidance. Subrecipient shall meet with and provide guidance to the property owners, property owners' representatives, or property management companies hired by property owners (each a "Landlord" and collectively referred to as "Landlords") participating in the TBRA Program regarding the TBRA Program requirements and procedures that impact Landlords.
- b. Rental Assistance Contract. Subrecipient as Sponsor shall enter into a Rental Assistance Contract with each participating property owner/Landlord in substantially the form of HUD's "HOME Rental Assistance Contract." The Rental Assistance Contract will establish the Subsidy Payments to be made by Sponsor on behalf of the Eligible Household as well as the Eligible Household's initial share of the contract rent. The Rental Assistance Contract shall further establish the terms and conditions under which the Subsidy Payments shall be paid to the Landlord for the applicable Housing Unit, including applicable HOME Program requirements. The Rental Assistance Contract shall have an initial term of 12 months, subject to extensions approved by the County pursuant to the HOME-ARP TBRA Program.
- c. Lease Addendum. Sponsor shall require each Landlord to enter into a lease agreement with a term of 12 months with any Eligible Household occupying a Housing Unit owned and/or managed by such Landlord, which lease agreement shall include a Lease Addendum in substantially the form HUD's "HOME Lease Addendum," or an updated form of Lease Addendum as may be prepared and provided by the County to the Sponsor, and then by Sponsor to Landlord. The Lease Addendum shall be executed in connection with the lease agreement between the Landlord and Eligible Household and shall set forth the terms of the Subsidy Payments to be paid by Sponsor to the property owner/Landlord on behalf of the Eligible Household, shall confirm the obligations of the Eligible Household regarding payment of rent, utilities and appliances, rules and regulations of tenancy and shall confirm the Landlord's obligation to maintain the Housing Unit in accordance with HQS and in compliance with this Agreement, shall require Landlord to provide Sponsor with notice of a lease termination,

shall prohibit discrimination by the Landlord against the Eligible Household, and shall set forth the lease provisions prohibited by the HOME-ARP Program. Sponsor shall review the rental agreement to confirm its compliance with state law and all HOME Program requirements; if the Landlord's form of rental agreement is not acceptable, Sponsor shall require the Landlord and Eligible Household to enter into a lease agreement that complies with state law and the HOME requirements, as approved by the County and/or designee.

- d. IRS Form W-9. Sponsor shall require each Landlord to submit a completed IRS Form W-9 Request for Taxpayer Identification Number and Certification.
- e. Declaration of Ownership. Sponsor must require each landlord to submit a completed Declaration of Ownership and Authorization Form in a form approved by the County.
- h. Subsidy Payments. Sponsor shall make rent payments, security deposit payments and/or utility deposit payments, as applicable (collectively, the "Subsidy Payments"), to Landlords and/or to utility providers, as applicable, on behalf of Eligible Households. Subsidy payments must be provided in accordance with the HOME-ARP Rental Assistance Contract. Eligible Households are not expected to repay Subsidy Payments received pursuant to the HOME-ARP TBRA Program. Except as may be permitted by the HOME-ARP Program, Sponsor's sole remedy in the event of noncompliance or breach by an Eligible Household shall be non-renewal of assistance under the HOME-ARP TBRA Program.
 - a. Rental Assistance Calculation. Sponsor shall calculate the "Rental Assistance" payments to be paid on behalf of each Eligible Household under this Agreement. The calculation will determine each Eligible Household's initial program subsidy and share of rent. The initial household rent is equivalent to the maximum subsidy amount allowed under the HOME regulations and is calculated as the difference between 30% of the Eligible Household's gross monthly income and the payment standard for the size of the unit.
 - b. Payment Standards. The contract rent for any assistance under the TBRA program must not exceed 120% of HUD's Fair Market Rent. Payment standards are established by bedroom size.
 - c. Utility Allowance. When utilities are included in the cost of

renting a unit, that is, the owner assumes responsibility for payment for all utility services, the Eligible Household's entire share of the housing costs will go directly to the owner. When the cost of utilities is not part of the rent, that is, the Eligible Household is directly responsible for payment of utility services, the Eligible Household's initial share will be determined by subtracting a utility allowance from 30% of the Eligible Household's gross monthly income. The Sponsor must use the NJ DCA's Utility Allowance Schedule to estimate the cost of utilities.

- d. Term. The Sponsor will provide rental assistance for an initial term of 12 months, which can be extended for an additional 12 months for a cumulative term of up to 24 months. Extensions will be granted at the discretion of the County and shall be based on continued program compliance, ongoing need, and availability of funds.
- e. Security Deposit Assistance. Sponsor may provide security deposit assistance to each Eligible Household. It is anticipated that Sponsor shall provide Security Deposit Assistance to each Eligible Household in an amount of up to one and a half month's rent. The lease agreement must provide that the security deposit is refundable in accordance with state law. Security deposit refunds shall be provided by the Landlord directly to the Eligible Household. Any disputes involving the return, or lack thereof, of a security deposit shall be settled by the Eligible Household and landlord, as provided for in the lease.
- f. Utility Deposit Assistance. Sponsor may provide utility deposit assistance on behalf of each Eligible Household. It is anticipated that the Sponsor will provide utility deposit assistance to each Eligible Household in the full amount of any utility deposit required for electricity, gas, and/or water service to the utility provider when needed to assist the Eligible Household in establishing tenancy. Utility deposit assistance may be provided only if the following requirements are met:
 - i. Utility deposit assistance is only available where rental assistance and/or security deposit assistance are also being provided.
 - ii. Utility deposit assistance shall be paid directly to the Landlord or utility provider, as applicable, on behalf of the Eligible Household.

- iii. Utility deposit refunds shall be returned directly to the Eligible Household.
- i. Termination of Assistance and Returning Eligible Households. Sponsor may terminate assistance under the TBRA Program for any of the following reasons: eligible Household is evicted from the Housing Unit based on behavioral issues or unlawful activity; eligible Households will be assisted by another rental assistance program, such as the permanent supportive housing vouchers or Housing Choice Vouchers. Participation in any other rental assistance program is considered a duplicative subsidy therefore all HOME-funded rental assistance must be terminated.
- j. Additional Requirements.
 - 1. Self-Sufficiency Program. Sponsor shall require each Eligible Household receiving Subsidy Payments from the Sponsor to participate in a "Self-Sufficiency Program" administered by Sponsor in accordance with this Agreement and the Case Management and Self Sufficiency Program Policies and Procedures. Failure of an Eligible Household that is already receiving Subsidy Payments to participate in the Self-Sufficiency Program shall not be grounds for termination of the Subsidy Payments, but may be grounds for non-renewal of Subsidy Payments upon expiration of the subsidy term.
 - a. No Fees. Sponsor may not charge fees to any Eligible Household for the Services, Subsidy Payments, Self-Sufficiency Program, or other services or assistance to be provided to Eligible Households under this Agreement.
 - 2. Schedule of Performance. Sponsor shall use its best efforts to perform the Services in accordance with the following schedule:
 - a. Marketing and outreach activities required by this Agreement shall commence immediately upon execution of this Agreement.
 - b. Sponsor shall qualify Eligible Households, conduct HQS inspections, approve Housing Units, and move Eligible Households into approved Housing Units in accordance with the following milestone schedule:
 - i. Sponsor shall assist each Enrolled Eligible Household in finding an appropriate Housing Unit and shall conduct an HQS inspection of such Housing Unit, all within two (2) months following Enrollment of such Eligible Household.

- ii. Sponsor shall commence providing Subsidy Payments on behalf of each Eligible Household and shall assist each Eligible Household to move into an HQS-inspected and approved Housing Unit, all within three (3) months following Enrollment of such Eligible Household.
 - iii. Sponsor shall cause each Eligible Household to commence participation in the required self-sufficiency program immediately upon Enrollment of such Eligible Household, whether or not such Eligible Household has yet moved into a Housing Unit and received the benefit of Subsidy Payments hereunder.
- 3. County Oversight and Approval Rights. County shall have the right, by written notice to Sponsor at any time during the Term of this Agreement, to require County review and/or pre-approval of any of the Services to be performed by Sponsor hereunder, including for example income determinations, qualification of applicants as "Eligible Households," qualification of Housing Units, determination of reasonable rents, etc., to ensure compliance with the HOME-ARP TBRA Program, the HOME-ARP Program, or other applicable requirements.
- 4. Ineligible Expenses. The following is a list of ineligible uses of HOME ARP funds:
 - a. Program funds may not be used to prevent the displacement of tenants from projects assisted with HOME Rental Rehabilitation Program funds.
 - b. Program funds cannot be used to duplicate another form of assistance. For instance, if a tenant receives a rental subsidy that lowers their rent to 30% of their adjusted income, such as a Housing Choice Voucher, they cannot receive additional HOME-ARP TBRA.
 - c. Program funds may not be used to pay rental arrears.
 - d. Program funds cannot be used to pay for the down payment in a lease-purchase program, although it may be used as a rental subsidy.
 - e. Program funds cannot be provided to homeless persons for overnight or temporary shelters, as a valid lease is required for

program enrollment.

3. STANDARD OF CARE

The Subrecipient hereby agrees to comply with the standard of care applicable to the profession and agrees that all designs and specifications submitted will comply with all applicable codes and standards, safety codes, and other applicable standards.

4. COMPENSATION

In consideration for the project services to be performed as specified herein, the County shall pay the Subrecipient at the unit prices and/or fees submitted by the Subrecipient in its Proposal dated October 24, 2024, for a total amount not to exceed \$1,995,594 for the term of the contract, payable in accordance with the services rendered.

All invoices shall be paid in accordance with the County's regular bill payment procedures upon the submission of a detailed invoice to the County.

- a. Reimbursement of Subsidy Payments. County shall reimburse Subrecipient for Subsidy Payments disbursed to or on behalf of Eligible Households pursuant to this Agreement and in accordance with line items on the approved Budget or as otherwise approved by the County. The County will also reimburse Subrecipient for administrative costs and expenses incurred by Subrecipient to manage or implement the HOME-ARP TBRA Program or this Agreement, for the cost of social or supportive services provided to Eligible Households hereunder, or for any other costs or expenses incurred by Subrecipient in connection with its activities under this Agreement. The County's payment obligations hereunder shall be limited to the actual amount of Subsidy Payments disbursed by Subrecipient in accordance with the terms of this Agreement and the approved Budget. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 24 CFR 84.21.
- b. Amount of Payments. It is expressly agreed and understood that the total amount to be paid by the County under this Agreement shall not exceed \$1,995,594. The dollar amount stated in the immediately preceding sentence may be increased by written amendment of this Agreement, signed by an authorized representative of Subrecipient and the County.
- c. Requests for Payments. To receive each payment under this Agreement, Subrecipient shall submit to the County a written reimbursement request or invoice in a form approved by County, along with such supporting documentation as may be requested by the County to verify Subrecipient's performance of the Services for which the payment is requested. Reimbursement requests shall be submitted no more frequently than two times per month.

Payments will be adjusted by the County in accordance with fund advances, if any, and program income balances available in Subrecipient accounts. In addition, the County reserves the right to liquidate funds available under this Agreement for costs incurred by the County on behalf of the Subrecipient.

- d. Administrative Services. Eligible administrative costs include reasonable costs of overall program management, coordination, monitoring, and evaluation. Review 24 CFR 92.207(a) for a more complete understanding of eligible administrative costs. Administrative costs cannot exceed \$164,768. With each draw for TBRA rental assistance and wrap-around services, the Subrecipient may draw up to an additional 9% of each program draw for documented administrative expenses. The total administrative budget is capped at \$165,768.
- e. Accounting. Subrecipient shall, upon request, provide County with an accounting report, in form and content reasonably satisfactory to County, of any funds disbursed by County.

5. ADMINISTRATIVE REQUIREMENTS

- a. Generally. The following requirements and standards must be complied with: 2 CFR Part 200, et al. Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326.
- b. Financial Management.
 - i. Accounting Standards. Subrecipient agrees to comply with 24 CFR 84.21 through 84.28 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.
 - ii. Cost Principles. Subrecipient shall administer its program in conformance with 2 CFR Part 200.318-326. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.
- c. Documentation, Recordkeeping, Reporting, and Monitoring. Subrecipient shall maintain documents and records, prepare and submit reports, and permit County to monitor Subrecipient's activities all in accordance with the requirements set forth in Section 6 and applicable laws and regulations.
- d. Program Income. The Subrecipient shall prepare and deliver to the County monthly reports declaring all program income (as defined at 24 CFR 92.2) generated by activities carried out with HOME Funds made available under this Agreement. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 92.503. By way of further limitations, the Subrecipient may use such income during the Term of this Agreement for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unexpended program income shall be returned to the County at the end of the

Term of this Agreement. Any interest earned on cash advances from the U.S. Treasury and from funds held in a revolving fund account is not program income and shall be remitted promptly to the County.

- e. Use and Reversion of Assets. The use and disposition of property and equipment under this Agreement shall be in compliance with the requirements of 24 CFR Part 84 and 24 CFR 92.504, as applicable. The Subrecipient shall transfer to the County any HOME Funds on hand and any accounts receivable attributable to the use of HOME Funds under this Agreement at the time of the earliest to occur of expiration, cancellation, or termination.
- f. Ownership of Documents. All documents and materials, both tangible and intangible, furnished by or through the County to Subrecipient pursuant to this Agreement are and shall remain the property of County and shall be returned to County upon the earliest to occur of expiration, cancellation, or termination of this Agreement. All documents and materials prepared by Subrecipient under or related to this Agreement shall become the property of County at the time of payment to Subrecipient of all fees, if any, for their preparation, and shall be delivered to County by Subrecipient at the request of County, and in any event upon the earliest to occur of expiration, cancellation, or termination of this Agreement.

6. DOCUMENTATION, RECORDKEEPING, REPORTING AND MONITORING REQUIREMENTS

Subrecipient shall comply with the requirements set forth at all times during the term of that certain HOME-ARP Agreement (Tenant Based Rental Assistance) between County and Subrecipient.

- a. Documentation and Recordkeeping.
 - i. Records to be maintained. Subrecipient shall maintain all records required by the federal regulations specified in 24 CFR 92.508(a)(3), which are pertinent to the Services to be funded under this Agreement. Records shall be maintained for each prospective participant, each Eligible Household and each Housing Unit inspected and/or occupied by an Eligible Household pursuant to the Agreement. Such records shall include but are not limited to:
 - i) Records providing a full description of each activity undertaken;
 - ii) Records required to determine the eligibility of activities for use of HOME-ARP Funds;
 - iii) Records (including property inspection reports) demonstrating that each Housing Unit occupied by an Eligible Household meets the property standards of 24 CFR 92.251(d) and 24 CFR 982.401 upon occupancy and at the time of each annual inspection.
 - iv) Records demonstrating compliance with the property standards and

- financial reviews and actions pursuant to 24 CFR §92.504(d).
- v) Records demonstrating that each Eligible Household is income eligible in accordance with 24 CFR 92.203, including all TBRA applications, eligibility determinations and documentation regarding any appeals of eligibility determinations
 - vi) Records to document program participants as part of a QP
 - vii) Records demonstrating that Subrecipient is in compliance with the RFP 24-050 and criteria of 24 CFR 92.209(c), including any targeting requirements, the rent reasonableness requirements of 24 CFR 92.209(f), the maximum subsidy provisions of 24 CFR 92.209(h), and calculation of each Subsidy Payment.
 - viii) Records demonstrating that each rental agreement for an Eligible Household receiving Subsidy Payments complies with the tenant and participant protections of 24 CFR 92.253.
 - ix) Records documenting compliance with Subrecipient's marketing and outreach obligations under the Agreement, including compliance with the fair housing and equal opportunity components of the HOME program and HUD's Affirmative Fair Housing and Marketing regulations and the County's Affirmative Fair Housing Marketing Plan, when adopted.
 - x) Records documenting compliance with the lead-based hazards requirements under the Agreement, the HOME Program, and 24 CFR Part 35, subparts A, B, J, K, M and R.
 - xi) Financial records as required by 24 CFR §92.508(a)(5) and CPD Notice CPD-21-10, Section VIII(F)3 (page 90).
- ii. 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 after the period of Subsidy Payments terminates. Notwithstanding the above, if there are litigation matters, 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 all pertinent 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.
 - iii. Client Data. The Subrecipient shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to County monitors or their designees for review upon request.

- b. 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.
- c. Close Outs. The Subrecipient's obligation to the County shall not end until all close-out requirements are completed. Activities during the 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 County), 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 HOME –ARP Funds, including program income.
- d. Audits and Inspections. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to the County, 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 the Subrecipient within 30 days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current County policy concerning Subrecipient audits and OMB Circular A-122.
- e. Quarterly Progress Reports. Subrecipient shall submit quarterly progress reports to the County in a form approved or directed by the County on or before each April 15, July 15, October 15, and January 15, which shall include, but not limit, the following information regarding Subrecipient's activities during the prior quarter:
 - i. The number of TBRA applications received, processed, approved and disapproved.
 - ii. The number of Housing Units inspected, approved and disapproved and a description of any corrective work performed by Landlords to comply with HQS.
 - iii. The number of Eligible Households assisted, including specific information regarding the number of and ages of all household members, income categories, types and amounts of assistance provided to each Eligible Household, and remaining terms of assistance expected to be provided to

such households.

- iv. Description of each Eligible Household's participation in required self-sufficiency program and other optional social and supportive Services provided or otherwise made available to each Eligible Household.
 - v. Budget reconciliation information, including year-to-date expenditures and remaining balance available for Subsidy Payments in accordance with the Budget and the Agreement.
 - vi. Number of additional Eligible Households Subrecipient expects to qualify and assist within the following three-month period.
 - vii. Updated schedule for performance of the Services under the Agreement, including a schedule for qualifying and assisting additional Eligible Households as permitted by the Budget.
 - viii. Information regarding any complaints received from Applicants or Eligible Households and any correspondence received from community members or organizations or other nonprofit organizations regarding the TBRA Program or specific activities or individuals involved in the TBRA Program.
- f. Performance Monitoring.
- i. Biweekly Meetings. Subrecipient shall be available to attend meetings with County staff every two weeks to review Subrecipient's activities and progress under this Agreement and to ensure the TBRA Program is progressing smoothly and coordinating effectively and efficiently.
 - ii. County Oversight and Review. County will monitor the performance of the Subrecipient against the goals and performance standards set forth in this Agreement. From time to time, County shall be entitled to audit and review Subrecipient's performance of the Services in accordance with the terms of the Agreement and compliance with the HOME Program. Substandard performance as determined by the County will constitute noncompliance with the Agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the County, termination procedures will be initiated in accordance with Article 8 of the Agreement.

7. INSURANCE

The Insurance provisions set forth in the Competitive Contracting Request for Proposals #24-050 are incorporated herein and made a part hereof. It is understood and agreed that Certificates of Insurance as required in RFP #24-050, naming the County as additional insured, must be furnished, and attached to this Agreement when signed by the Contractor and forwarded to the County. **The Notice to proceed and/or purchase order will not be issued by the County until the Certificate of Insurance is provided with the signed contract.**

8. LICENSURE

Where applicable, only those professionals at Center for Family Services, Inc. who are required for this Project will be permitted to perform any services pursuant to this Agreement.

9. INDEMNIFICATION

Subrecipient shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the County of Gloucester and its officials and employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs . and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract.

This indemnification obligation is not limited by but is in addition to the insurance obligations contained in this agreement.

10. AUDIT

The Subrecipient shall permit the County and/or its independent auditors to have access, at a reasonable time and place, to the records and financial statements necessary to comply with the following audit requirements as applicable:

Non-Profits and Institutions of Higher Education

AUDIT REQUIREMENTS: Federal Funds - OMB's Uniform Administrative Requirements Cost Principles, and Audit Requirements for Federal Awards

Copies of the above-referenced circulars are available upon request from the Gloucester County Internal Auditor. All non-profits, institutions of higher education, and state and local government contractors shall, annually, forward a copy of their Single Audit Report to the Gloucester County Department of Economic Development. Failure to comply with this procedure will result in the withholding of payment pursuant to this contract.

11. TERMINATION

The County may terminate this agreement for any reason upon thirty (30) days written notice delivered to the Subrecipient by certified mail, return receipt requested. In the event of termination, all finished and unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports, and all other work product produced by the Subrecipient and its team of consultants shall be promptly delivered to the County which shall compensate the Subrecipient in accordance with the terms of this agreement for all professional services properly performed by the Subrecipient prior to termination.

12. GOVERNING LAW

This agreement shall be construed and governed in accordance with the laws of the State of New Jersey and any disputes under this agreement shall be heard in a court of competent jurisdiction in the State of New Jersey.

13. Under no circumstances shall Gloucester County as the Lead Agency be responsible or liable for any purchases or services on behalf of any other participating Entity.

14. MISCELLANEOUS

The following miscellaneous provisions shall apply to this agreement:

a. **Modification.**

This agreement may not be amended, altered, or modified in any manner except in writing signed by the parties hereto.

b. **Headings.**

This section and any other headings contained in this agreement are for reference only and shall not affect the meaning and interpretation of this contract.

c. **Invalid Clause.**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this agreement shall be binding upon all parties hereto.

d. **Entire Agreement.**

This agreement shall consist of the entire agreement of the parties, and it is acknowledged that there are no side or oral agreements relating to the undertaking set forth herein.

e. **Assignability.**

This agreement and all rights, duties and obligations herein may not be assigned by the Subrecipient to any professional corporation, person and/or other entity.

f. **Funding.**

In accordance with the provisions of N.J.S.A. 40A:11-15, this agreement is subject to the availability and appropriation of sufficient funds in each year in which it is in effect.

g. **Affirmative Action.**

The affirmative action provisions set forth in the Request For Proposal documents are incorporated herein and made a part hereof.

h. **Americans with Disabilities Act**

The Americans with Disabilities Act provisions as set forth in the Request For Proposal documents are incorporated herein and made a part hereof.

i. Waiver

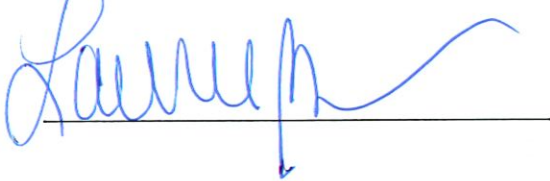
It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this agreement by either of the parties shall not be construed as a waiver of those provisions.

j. Binding Agreement

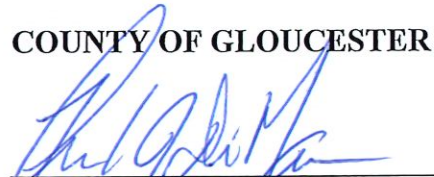
This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors, or assigns.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the day and year mentioned on the face page of this agreement.


ATTEST:




COUNTY OF GLOUCESTER


Frank J. DiMarco
Commissioner Director

WITNESS:


Sabrina Alexander
Executive Asst.

CENTER FOR FAMILY
SERVICES, INC.


Name: Richard Stagliano
Title: CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown Insurance Services, Inc. 3001 Emrick Blvd Bethlehem PA 18020		CONTACT NAME: Melissa Dempsey PHONE (A/C, No, Ext): (610) 974-9490 E-MAIL ADDRESS: melissa.dempsey@bbrown.com FAX (A/C, No):	
INSURED Center For Family Services 1 Alpha Avenue Voorhees NJ 08043-1049		INSURER(S) AFFORDING COVERAGE INSURER A: Alliance of Nonprofits for Insurance, Risk Retention Group INSURER B: Benchmark Insurance Company INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 10023	

COVERAGES **CERTIFICATE NUMBER:** 24 MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			202464565	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 1,000,000	
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000					
			MED EXP (Any one person) \$ 20,000					
			PERSONAL & ADV INJURY \$ 1,000,000					
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:						GENERAL AGGREGATE \$ 3,000,000	
							PRODUCTS - COMP/OP AGG \$ 3,000,000	
								\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			202464565	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
			BODILY INJURY (Per person) \$					
			BODILY INJURY (Per accident) \$					
			PROPERTY DAMAGE (Per accident) \$					
							Underinsured motorist \$ 500,000	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			2024-64565-UMB	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT EACH OCCURRENCE \$ 2,000,000	
			AGGREGATE \$ 2,000,000					
			\$					
	DED <input type="checkbox"/> RETENTION \$							
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	036860723BG-02	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
			E.L. EACH ACCIDENT \$ 1,000,000					
			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000					
			E.L. DISEASE - POLICY LIMIT \$ 1,000,000					
A	Professional Liability Abuse/Molestation			202464565	07/01/2024	07/01/2025	OCC/AGG \$1MIL/\$3MIL	
			OCC/AGG \$1MIL/\$3MIL					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Funding Source County of Gloucester and Board of County Commissioners have Additional Insured status as respects to General Liability to the extent provided in the attached form CG 20 26 (04/13)

CERTIFICATE HOLDER

County of Gloucester Board of County Commissioners P.O. Box 337 Woodbury NJ 08096

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Additional Named Insureds

Other Named Insureds

CFS Development, Inc.	Insured Multiple Names
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CFS Enterprise, Inc.	Insured Multiple Names
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Empowerment Realty Holdings, Inc.	Insured Multiple Names
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