

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

OCDP16-0421-6

No. _____

Date of Adoption APRIL 21, 2016

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

BURGESS

Legislative Research Officer
HUDLEY

PRESENTED BY COUNCIL MEMBER _____

SECONDED BY _____

WHEREAS, the Township of Irvington is a recipient of 205-2016 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount of \$15,000 to ASSOCIATION OF RETARDED CITIZENS, a private Non-Profit corporation of the State of New Jersey with principal offices at 123 NAYLON AVENUE, LIVINGSTON, NEW JERSEY 07039 for the provision of community services, which constitute an eligible CDBG activity; and

WHEREAS U.S. Department of Housing and Urban Development has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of \$15,000 with ASSOCIATION OF RETARDED CITIZENS a private Non-Profit corporation of the State of New Jersey; and

WHEREAS the U.S. Department of Housing and Urban Development has issued federal regulations which revise 24 CFR 570 Sub-Part I, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organization, call "CDBG sub-recipients", in order for these organizations to receive CDBG finding from the Township of Irvington; and

WHEREAS, the Township of Irvington is also subject to the provisions of federal OMB Circular A-102 Attachment 0, "Procurement Standards": which apply the Township's procurement of services, supplies and property with CDBG funds; and

WHEREAS OMB Circular A-102 also requires the Township to conform to all applicable state and local laws relating to formal legal agreements by municipal government procurement of goods and services; and

WHEREAS, the governing body of the Township of Irvington is required under state law (NJ.S.A. 40A:11-I et seq.) to authorize the execution of formal grant agreements and procurement contracts (in excess of \$8,500.00) with private contractors:

NOW THEREFORE BE IT RESOLVED BY THE MUNICIPAL COUNCIL OF THE TOWNSHIP OF IRVINGTON as follows:

The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with ASSOCIATION OF RETARDED CITIZENS for SUMMER CAMP FOR CHILDREN W/DEVELOPMENTAL DISABILITIES at 123 NAYLON AVENUE, LIVINGSTON, NEW JERSEY 07039.

The required certificate of Availability of Funds No. C5-00285 in the amount of \$15,000 for the above has been obtained from the Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. T-21-41-850-16C-802.

RECORD OF COUNCIL VOTE

X = Indicates Vote

N.V. = No Vote

A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BURGESS, 1ST VICE PRESIDENT	X				JONES, 2ND VICEPRESIDENT				X
COX	X				LYONS				X
HUDLEY	X				FREDERIC, PRESIDENT	X			
INMAN	X								

PRESIDENT OF COUNCIL Cox

MUNICIPAL CLERK Haldeman

DATE APRIL 21, 2016

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK Haldeman

DATE APR 21 2016

ADMINISTRATOR ☐ ASSESSOR ☐ BLDG ☐ CFO ☒ COLLECTOR ☐ COURT ☐ ENGINEER ☐ FIRE ☐ HEALTH ☐ HOUSING ☐ INIC ☐ JUDGE ☐
LEGAL ☐ LIBR ☐ LICEN ☐ MAYOR ☐ OCDP ☒ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☐ DIR ☐ PUBLIC WORKS ☐ PURCHASING ☒ SEC ☐ PB/ZBA ☐
TRAFFIC ☐ ZONING ☐ OFF ☐ DLGS ☐ GNCD ☐ OTHER(S): _____

AGREEMENT
2015-2016

THE ASSOCIATION for RETARDED CITIZENS of Essex County (the ARC)

This agreement is entered in this day of between the Township of Irvington, New Jersey, a municipal corporation of the State of New Jersey, hereinafter referred to as "the Township," the party of the first part, and **THE ASSOCIATION for RETARDED CITIZENS of Essex County (the ARC)** a private non-profit corporation of the State of New Jersey with principal offices at **123 Naylor Avenue , Livingston, New Jersey 07039**, hereinafter referred to as "the sub-recipient," the party of the second part.

WITNESSETH

WHEREAS, the Township is the recipient of Community Development Block Grant funds, hereinafter referred to as "CDBG funds," from the U.S. Department of Housing and Urban Development, hereinafter referred to as "HUD"; and

WHEREAS, one of the primary objectives of the CDBG program is the expansion and improvement of community services, principally for low and moderate-income persons; and

WHEREAS, the sub-recipient has requested CDBG funds from the Township to assist in the provision of **its summer camp program to Irvington mentally retarded residents** in the Township of Irvington, most of whom are low and moderate- income residents; and

WHEREAS, HUD CDBG regulations in 24 CFR Part 570.210 (e) authorize certain types of public services as eligible activities which may be assisted with CDBG funds; and

WHEREAS, recent revisions to HUD CDBG regulations in 24 CFR 570 Subpart J require recipients of CDBG funds to enter into written agreements with sub-recipients; and

WHEREAS, the Township Council adopted a resolution on which authorizes **Fifteen Thousand Dollars (\$ 15,000.00)** in CDBG Funds to be disbursed to the sub-recipient to finance necessary staff and office operating expenses required for the provision of **its summer camp program to Irvington mentally retarded residents**, at **127 East Cedar Street, East Hanover, New Jersey 07936**, as described below in Article 2.

NOW THEREFORE, the Township and the sub-recipient, for the consideration hereinafter named, agree as follows:

1. Term of Contract

This contract shall cover services to be rendered by the sub-recipient during the period of **July 1, 2015 through June 30, 2016** unless this contract is terminated prior to that date by mutual agreement of both parties pursuant to early, termination provisions specified in Article 13 below.

2. Scope of Services

The sub-recipient will perform the following services according to the terms of this contract:

- **CDBG funds will be used to support the summer camp program to Irvington mentally retarded residents, including transportation. This specialized camp (Camp Hope) offers a variety of experiences including swimming, hiking, arts and crafts music, games and sports. The residents will be selected based on family economic need.**

3. Compensation and Budget

The Township will provide the sub-recipient with **FIFTEEN THOUSAND DOLLARS (\$ 15,000.00)** in CDBG funds for the term of this Agreement, for the performance of services as specified above in Article 2. All costs incurred by or on behalf of the sub-recipient which are to be funded by CDBG funds shall be in accordance with a budget approved by the Township, which is incorporated into this Agreement as Attachment A. This budget may only be amended by written consent of both parties, in conformance with CDBG regulations.

4. Method of Payment

The Township shall make one (1) disbursement to the sub-recipient under this Agreement, with such funds to provide for staff, supplies and operating expenses incurred by the sub-recipient during the contract time period. Payment shall be made in the amount of **FIFTEEN THOUSAND DOLLARS (\$ 15,000.00)**.

Payment shall be made upon the Municipal Council's approval of the contract agreement for services to be rendered and costs incurred by the sub-recipient under the terms of this Agreement. Copies of monthly progress reports summarizing activities performed by the sub-recipient, as described in Article 8, must be submitted on a monthly basis, unless more frequently requested. Documentation of all expenses shall be in accordance with the provisions of Article 8 of this Agreement, **OMB** Circular A-110 and applicable CDBG regulations contained in 24 CFR 570 Subpart J.

5. Intended Beneficiaries

The CDBG-funded activities to be performed by the sub-recipient under this Agreement shall principally benefit low and moderate-income residents of Irvington, as required by CDBG regulations.

6. Performance Schedule

All activities to be performed by the sub-recipient under this Agreement shall be in accordance with the monthly performance schedule specified in Attachment B to this Agreement.

7. Program Income Requirements — 24 CFR 570.504 (c)

Any program income received by the sub-recipient in performing activities funded under this Agreement shall be returned to the Township in accordance with CDBG regulations in 24 CFR 570.504 (c).

8. Record-Keeping Responsibilities — 24 CFR 570.506

The sub-recipient shall maintain financial records, supporting documentation, statistical records, legal contracts, and all other records pertinent to this Agreement for at least three (3) years from the date of submission of the Township Annual Performance and Evaluation report to HUD, in which the activities funded under this Agreement are reported for the final time. Such records shall be made available for inspection by authorized Township officials and/or federal HUD representatives over the same three-year time period and shall include:

- a. Monthly progress reports to the Township which describes program activities and summarize the numbers of persons served by Census Tract, sex and race, in a format acceptable to the Township, in order to document that most activities serve residents located in predominantly low/moderate-income neighborhoods.
- b. Time sheets and attendance records of any staff or personnel funded under this Agreement.
- c. All financial, auditing, bookkeeping and accounting documents that pertain in whole or in part to this Agreement, shall conform to the federal Standards for financial Management Systems contained in Attachment F of OMB Circular A-HO.
- d. An on-site review may be performed by the Township to assure compliance with all requirements of the Agreement.
- e. An annual audit report of the sub-recipient (or an annual financial report of the sub-recipient for grant awards less than \$25,000.00) to be made available to the Township, which must be approved by a Certified Public Accountant, as required by OMB Circular A-110, A-128 and CDBG regulations.
- f. Proper documentation of expenses incurred by the sub-recipient in performance of this Agreement, if such costs are among the eligible expenses contained in the budget approved by the Township, incorporated as Attachment A of this Agreement.

9. Procurement Provisions — 24 CFR 58.36

Procurement of supplies, equipment, construction, and services by the sub-recipient is subject to the federal procurement standards of OMB Circular A-110, Attachment O, and HUD CDBG regulations contained in 24 CFR 58.36.

This Agreement incorporates the mandatory provisions of N.J.S.A. 40:A11-1-1 *et. seq* and is also subject to applicable municipal ordinances and administrative regulations relating to the awarding of contracts and subcontracts in the Township of Irvington, provided they conform to federal laws and regulations.

10. Uniform Administrative Requirements — 24 CFR 570.502 (b)

The sub-recipient shall comply with applicable federal uniform administrative requirements for non-profit organizations contained in OMB Circulars A-11 and A-122, as described in 24 CFR 570.502 (b), and with the following attachments to OMB Circular A-110:

- a. ATTACHMENT A, "Cash Depositories," except for paragraph 4.
- b. ATTACHMENT B, "Bonding and Insurance"
- c. ATTACHMENT C, "Retention and Custodial Requirements for Records," except that 24 CFR 570.507 replaces paragraph 4.
- d. ATTACHMENT F, "Standards for Financial Management Systems"
- e. ATTACHMENT H, "Monitoring and Reporting Program Performance"
- f. ATTACHMENT N, "Property Management Standards"
- g. ATTACHMENT O, "Procurement Standards"

11. Other Program Requirements — 24 CFR 570 Subpart K

The sub-recipient shall perform all activities funded under this Agreement in conformance with all Federal laws and regulations described in 24 CFR 570 Subpart K, except for 24 CFR 570.604 relating to the Township environmental review responsibilities and provisions contained in 24 CFR Part 52 relating to the Township responsibilities for initiating the CDBG review process.

12. Conflicts of Interest — 24 CFR 570.611

This Agreement is subject to federal conflict-of-interest standards contained in 24 CFR 570.611. In addition, this Agreement is subject to applicable state and local laws and regulations pertaining to conflict-of-interest standards, provided they conform to federal laws and regulations.

13. Termination — Enforcement 24 CFR 85.43

In accordance with CDBG regulations contained in 24 CFR 85.43, this Agreement is subject to suspension or termination if the sub-recipient materially fails to comply with the terms and conditions of this Agreement.

14. Reversion of Assets — 24 CFR 570.503 (b) (8)

In the event that this Agreement is suspended or terminated, the sub-recipient shall transfer to the Township any CDBG funds on hand and any accounts receivable, which are attributable to CDBG funds, received by the sub-recipient. Any real property under the sub-recipient's control that has been acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 is subject to the provisions of CDBG regulations contained in 24 CFR 570.503 (b) (8), relating to real property disposition.

15. Equal Employment Opportunities — 24 CFR 570.607

In performing this Agreement, the sub-recipient will conform to the statutory provisions of 12 U.S.C. 1701 (u) and the CDBG regulatory provisions of 24 CFR 570.607 (b), relating to equal employment and training opportunities.

16. Prohibition of Political and Lobbying Activity

None of the funds, materials, property, or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office or in any manner which does not conform to the provisions of the Hatch Act (Title 5 USC Chapter 15).

None of the funds provided under this Agreement shall be used for purposes designed to support or defeat legislation pending before the U.S. Congress.

17. Modification of Agreement

This Agreement may be amended only by mutual consent of both parties to a written amendment that is in conformance with state and federal laws and regulations.

IN WITNESS WHEREOF, the Township of Irvington and the sub-recipient have executed this Agreement as of the date first written above.

X _____

WITNESS – Harold Weiner, Township Clerk

X _____

Tony R. Vauss, Mayor

X _____

Wanye Bradley, AICP PP

Director- OCD& P

X _____

Linda C. Lucas, Chief Executive Officer

The Association of Retarded Citizens of Essex County (the ARC)