

# RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **EDGO 17-0110-2**

Date of Adoption **JANUARY 10, 2017**

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

*[Signature]*  
Legislative Research Officer

PRESENTED BY COUNCIL MEMBER **JONES**

SECONDED BY **FREDERIC**

## The Arc of Essex County

WHEREAS, the Township of Irvington is a recipient of 2016-2017 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 **\$19,000.00** to **The Arc of Essex County**, a private Non-Profit corporation of the State of New Jersey with principal offices at **123 Naylon Avenue, Livingston, NJ 07039** for the provision of public services, which constitute an eligible CDBG activity; and,

WHEREAS, the Township of Irvington has allocated sufficient CDBG funds to fund a proposed grant agreement in the amount of **\$19,000.00** with the **The Arc of Essex County**, 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 J, requiring all CDBG recipients to enter into formal legal agreements with private non-profit organizations, called "CDBG sub-recipients", in order for these organizations to receive CDBG funding 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 (N.J.S.A. 40A:11-1 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:

1. The Mayor and the Township Clerk are hereby authorized and directed to execute an agreement with **The Arc of Essex County**, for which tutoring programs, job preparedness, and civic education services are to be offered at **127 East Cedar Street, East Hanover, NJ 07936**.

2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. **C6-00269** in the amount of **\$19,000.00** 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-21-41-850-17C-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				INMAN	X			
COX	X				JONES, 2ND VICEPRESIDENT	X			
FREDERIC	X				LYONS, PRESIDENT	X			
DR. HUDLEY	X								

PRESIDENT OF COUNCIL *[Signature]* MUNICIPAL CLERK *[Signature]* DATE **JANUARY 10, 2017**

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 *[Signature]*

DATE **1/10/17**

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): **EDGO Dir.**

2

**AGREEMENT**

**2016-2017**

**The Arc of Essex County**

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 Arc of Essex County.**, a private non-profit corporation of the State of New Jersey with principal offices at **123 Naylor Avenue, Livingston, NJ 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 goal to provide seven (7) weeks of specialized camp services for approximately seventeen (17) Irvington children including door-to-door transportation; 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 **January 10, 2016** which authorizes **Nineteen Thousand Dollars (\$19,000.00)** in CDBG Funds to be disbursed to the sub-recipient to assist with financing the services described in the Scope and Services section outlined in Section 2 below as well as to achieve its goal to strengthen residents of Irvington to become more self-sufficient, most of whom are low and moderate-income.

**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, 2016 through June 30, 2017** 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: Provide seven (7) weeks of specialized camp services for approximately seventeen (17) Irvington children including door-to-door transportation.**

3. Compensation and Budget

The Township will provide the sub-recipient with **Nineteen Thousand Dollars (\$19,000.00)** 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 three (3) disbursements on a quarterly basis, after the timely submission of complete and satisfactory monthly program reports for all proceeding months, to the sub-recipient under this Agreement. Such funds is 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 **Six Thousand Three Hundred Thirty Three Dollars and Thirty Three Cents (\$6,333.33) for each of the three installment payment for a total of Nineteen Thousand Dollars (\$19,000.00).**

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. An accomplishment report for the months of **(July, August, September)** summarizing activities performed by the sub-recipient, as described in Article 8, must be submitted prior to the disbursement of the first of the three disbursements. The subsequent two payments shall be made after the reports for the months of **(October, November, December and then January, February and March)** are submitted respectively. The reports for April, May and June (and any reports from the prior months that may be outstanding) must be submitted to the Township on or before July 15, 2017. Failure to submit the final report will disqualify the organization from receiving funds for the upcoming program year. 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. All reports are due by the 15<sup>th</sup> of the month following the month for which the report is being submitted.

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. A performance report to the Township which describes program activities and summarize the numbers of persons served by Census Tract, sex and race, ethnicity and age 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-110.
- 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.

In event of termination or suspension prior to the end of the program year, the sub-recipient must provide all outstanding reports and provide a detailed financial report accompanied by supporting documentation, showing that all funds already disbursed have been appropriately used. In the event that the sub-recipient cannot produce the outstanding monthly reports, or provide a detailed financial report accompanied by supporting documentation that is satisfactory to the Township, the sub—recipient must return all remaining funds to the Township.

The sub-recipient also understands that in the event of termination or suspension, any remaining balance of the grant awarded by the Township to sub-recipient that has not yet been disbursed and that has been disbursed but has not been used and therefore returned to the Township, shall be reassigned by resolution of the council to ensure that the Township meets its obligations to HUD in administering CDBG funds.

Additionally, the sub-recipient understands that in the event that it does not provide all monthly reports for the duration of the program year (July 1, 2016 – June 30, 2017) with supporting financial and programmatic documentation by July 15, 2017 showing that all funds already disbursed have been appropriately used, the sub-recipient must return all unused and remaining funds to the Township no later than July 30, 2017.

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. Mandatory Participation in Sub-recipient Meetings and Training

By signing this agreement, the sub-recipient agrees to attend and/or participate in meetings individual and/or group meetings and/or trainings sessions scheduled by the Township to: discuss matters pertaining to implementation of the activities committed to in this herein agreement; provide technical assistance; advise of HUD or Township program changes and/or to provide other guidance or information that the Township determines is relevant and important to ensure that its meets its obligations to HUD in administering CDBG funds.

#### 16. Corrective Action and Supplemental Performance Requirements

If the Township has previously awarded the sub-recipient funds in the past and the sub-recipient has had challenges complying with the terms of previous contracts and with performance of previous contract activities, the Township may require the sub-recipient to remedy all prior non-compliant contractual and performance issues, including submitting any outstanding reports and/or refunding any funds received and whose expenditure cannot be substantiated, prior to execution of this herein contract. Additionally, the Township may require the sub-recipient to execute an addendum to this contract instituting corrective action and additional performance requirements to ensure successful completion and achievement of performance benchmarks outlined in this contract and the sub-recipient's application submitted in response to the Township's request for proposals.

17. 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.

18. Prohibition of Political and Lobbying Activity

None of the funds, materials, property, or services provided directly or directly 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.

19. 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.

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Harold Wiener, Township Clerk

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Tony Vauss, Mayor

The Arc of Essex County

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Genia C. Philip, Director  
Economic Development and Grant Oversight

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Linda C. Lucas, Chief Executive Officer  
The Arc of Essex County

Certification Of Availability of Funds

This is to certify to the of the Township of Irvington that funds for the following resolutions are available.

Resolution Date: 01/03/17

Resolution Number: C6-00269

Vendor: ASSOCC01 ASSOCIATION OF RETARDED CITIZE  
123 NAYLON AVENUE  
LIVINGSTON, NJ 07039

Contract: C6-00269 CDBG FUNDING 2016-2017.  
Grantee

Account Number	Amount	Department Description
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Only amounts for the 2016 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.

  
\_\_\_\_\_  
Chief Financial Officer