

**RESOLUTION OF THE BOARD OF FREEHOLDERS  
COUNTY OF ESSEX**

**RESOLUTION NO.** \_\_\_\_\_ **AUTHORITY FOR RESOLUTION:** N.J.S.A. 40:41A-38(n)

**PROPOSED BY:** COUNTY EXECUTIVE **AUTHORITY FOR ACTION:** N.J.S.A. 40:41A-36(i)

**SUBJECT:**

**DEPARTMENT OF CITIZEN SERVICES, DIVISION OF COMMUNITY ACTION – SUB-GRANT AGREEMENT WITH THE TOWNSHIP OF IRVINGTON/IRVINGTON NEIGHBORHOOD IMPROVEMENT CORP. TO PROVIDE SERVICES UNDER THE COMMUNITY SERVICES BLOCK GRANT PROGRAM – JANUARY 1, 2015 THROUGH DECEMBER 31, 2015 - \$62,037.98**

**WHEREAS**, the County of Essex, acting through its Division of Community Action, proposes to enter into a subgrant agreement with Irvington Neighborhood Improvement Corporation to provide, Emergency Services and Various Programs to Low Income Poverty Resident of Irvington under the County Community Services Block Grant Program at a contract price of \$62,037.98 for the period January 1, 2015 through December 31, 2015; and

**WHEREAS**, said grant agreement has been negotiated by the County Executive of Essex County and presented to the Board of Chosen Freeholders for its approval; and

**WHEREAS**, the Chief Financial Officer has certified the availability of funds to pay such contract (which certification is attached hereto); and

**WHEREAS**, the Board of Chosen Freeholders is empowered by N.J.S.A. 40:41A-38(n) to approve by resolution contracts presented by the County Executive; now, therefore, be it

**RESOLVED**, by the Board of Chosen Freeholders of the County of Essex as follows:

1. That the subgrant agreement between the County of Essex, acting through its Division of Community Action, and Irvington Neighborhood Improvement Corporation, a copy of which is attached hereto, is hereby approved according to the provision of law.
2. That the Clerk of the Board shall provide four (4) certified copies of this resolution and executed agreement to Division of Community Action.

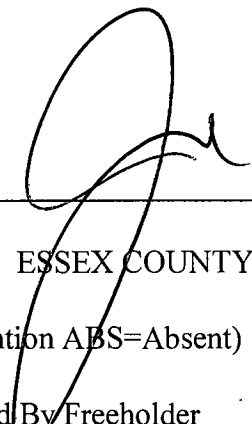
RECEIVED

CLERK OF THE BOARD

2015 JAN 29 PM 4: 29

ESSEX COUNTY  
BOARD OF  
CHOSEN FREEHOLDERS

Approved as to form and legality \_\_\_\_\_



Date 1/29/15

ESSEX COUNTY COUNSEL

RECORD OF VOTE (X=Vote N.V.=Abstention ABS=Absent)

Moved By Freeholder \_\_\_\_\_  
Second by Freeholder \_\_\_\_\_

Freeholder	Yes	No	N.V.	ABS	Freeholder	Yes	No	N.V.	ABS
Bobadilla					Richardson				
Gill, V.P.					Sebold				
Johnson					Timberlake, Pres.				
Jones					Toro				
Luciano									

It is hereby certified that the foregoing Resolution was ( ) adopted ( ) defeated ( ) tabled by roll call vote at a \_\_\_\_\_ meeting of the Board of Chosen Freeholders of the County of Essex, New Jersey held on \_\_\_\_\_.

Is Publication Required ( ) Yes ( ) No

Date Published \_\_\_\_\_


Blonnie R. Watson, President

**Irvington Neighborhood Improvements - 2015**

February 4, 2015  
Meeting Back-up  
Documentation For  
Resolution #31



DEPARTMENT: Citizen Services  
DIVISION: Community Action

TO: Ralph Ciallella, *County Administrator*  
FROM: Anibal Ramos, Jr., *Department Director* 

DATE: November 17, 2014

RE: REQUEST FOR APPROVAL AND AUTHORIZATION TO CONTRACT WITH THREE (3) LOCAL NON-PROFIT DELEGATE AGENCIES, EAST ORANGE COMMUNITY DEVELOPMENT CORPORATION (\$75,331.52), THE TOWNSHIP OF IRVINGTON/ IRVINGTON NEIGHBORHOOD IMPROVEMENT CORPORATION (\$62,037.98), AND MONTCLAIR NEIGHBORHOOD DEVELOPMENT CORPORATION (\$128,505.50); FOR THE COMMUNITY SERVICES BLOCK GRANT FOR THE PERIOD OF JANUARY 1, 2015 TO DECEMBER 31, 2015.

INTRODUCTION

The Essex County Department of Citizen Services, Division of Community Action is designated as the Official Community Action Agency for the County of Essex (excluding the City of Newark) under the Community Services Block Grant (CSBG) Program which is administered by the New Jersey Department of Community Affairs.

In accordance with the Department of Community Affairs' State Plan, the County of Essex will provide a range of services and activities for impoverished and low-income Bloomfield residents, including the low-income residents, who reside in East Orange, Irvington, Montclair, Belleville and Orange. The activities and services to be provided include, but are not limited to employment counseling and placement, education and career training, housing assistance, emergency assistance, food, youth services, and advocacy.

This memorandum requests approval to contract with East Orange Community Development Corporation (\$75,331.52); Township of Irvington/ Irvington Neighborhood Development Corporation (\$62,037.98) and Montclair Neighborhood Development Corporation (\$128,505.50); allocation of these funds to the CSBG delegate providers is determined primarily by the number of CSBG eligible residents served and units of services provided by the respective agency.

The Board of Chosen Freeholders should be informed that the \$265,875.00 is approximately 14% of grant agency funding for the FY2015 allocation for the County of Essex, Community Services Block Grant (CSBG) per the New Jersey Department of Community Affairs. Upon their receipt of the federal notification of New Jersey's CSBG award, the Division of Community Action will receive an amendment for the full funding of its grant award.

Upon receipt of the amended CSBG Contract, this Division will request approval and authorization from the Board of Chosen Freeholders to amend the State's contract and the sub-contracts of our CSBG Delegate providers.

RECOMMENDATION

It is recommended that the Board of Chosen Freeholders approve contracting with the East Orange Community Development Corp for \$75,331.52, Irvington Neighborhood Improvement Corp- \$62,037.98 and Montclair Neighborhood Development Corporation for \$128,505.50 for the period of January 1, 2015 through December 30, 2015.

REASON FOR RECOMMENDATION

By Federal mandate, the New Jersey Department of Community Affairs allocates and administers funds to designated agencies that provide community action to low-income persons throughout the State. Each of New Jersey's twenty-one counties are served by a Community Action Agency (CAA). Failure to approve the recommendation will result in Essex County not having community action services available to its low-income population.

FISCAL IMPACT

The funding for this program will be provided by the New Jersey Department of Community Affairs through federal funds allocated to the State for these purposes. The County of Essex is not required to provide any kind of match.

ALTERNATIVES

There are no alternative uses allowed for these funds. Federal and State regulations require that these funds be utilized for the purpose, and in the manner described herein. Failure to do so would result in the loss of these funds to Essex County.

Send three copies of Freeholder Resolution to:

*Maurice J. Brown, Division Director*

Division of Community Action

50 South Clinton Street, 3<sup>rd</sup> Fl.,

East Orange, New Jersey 07018

LAG/tm



**DEPARTMENT OF CITIZEN SERVICES**

Joseph N. DiVincezo, Jr.  
County Executive



Anibal Ramos, Jr.  
Department Director

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**PROJECT:** COMMUNITY SERVICES BLOCK GRANT

**DELEGATE/SERVICE CONTRACTOR:**

Irvington Neighborhood Improvement Corporation

**OPERATING DIVISION (GRANTEE):**

Division of Community Action

**SERVICE AREA (s):** Essex County (Except the City of Newark)

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**COUNTY OF ESSEX  
DEPARTMENT OF CITIZEN SERVICES**

AGREEMENT made this 1<sup>st</sup> day of January, 2015 by and between the County of Essex, Department of Citizen Services, Division of Community Action and the Irvington Neighborhood Improvement Corporation. (Hereinafter referred to as the Delegate) WHEREAS, The Grantee desires that the Delegate provide services and the Delegate has agreed to provide services in accordance with the terms and Conditions contained in this document.

**Article I**

**TERM OF AGREEMENT**

This Agreement shall be in effect commencing the 1<sup>st</sup> day of January, 2015, and Shall terminate on the 31<sup>st</sup> day of December, 2015, 12:00 midnight. This Agreement shall not be altered, extended, or terminated, except for breach or as elsewhere provided herein.

## ARTICLE 2

### SCOPE OF SERVICES

Under the provisions of this Agreement, the Delegate shall:

1. **Provide Emergency Services and Programs to low income/poverty individuals and families of Essex County (except the City of Newark). List of programs attached.**
2. Dispense services from 346 16<sup>th</sup> Avenue, Irvington NJ 07111
3. Maintain administrative staff and office at 346 16<sup>th</sup> Avenue, Irvington NJ 07111
4. Deliver contract services in accordance with generally accepted standards of professional Integrity and quality. Contract services shall be provided to all eligible persons with Eligibility being defined as **low-income target area residents meeting the income poverty guidelines of 125% as published annually by the U.S. Department of Health & Human Service.**
5. Implement this Agreement and execute all activities in accordance with:
  - (A) The conditions and terms agreed upon in this contract.
  - (B) All federal, state, county and municipal regulations, codes and standards applicable to the services delivered.
6. Deliver contract services to eligible persons in accordance with all provisions of this contract and without regard to race, creed, color, national origin, religion or handicap.
7. Perform all services in a satisfactory and proper manner as determined by the County and as Specified in this Agreement and all attachments.
8. Not impose additional fees or charges of any kind upon recipients of contract services unless agreed upon by the Division under the special provision section.
9. Agree to be an active member of the Service Area Planning Council; and as such, shall participate, in cooperation with the Grantee in coordinating the delivery of services, identifying needs, and planning services for a specified area.
10. Enter participant data into the CSST (Client Social Services Tracker) System for statistical purposes to monitor services and programs that are provided.

## ARTICLE 3

### CHANGES IN SCOPE OF SERVICES

The County may, from time to time, request changes in the scope of the services to be performed hereunder. Such changes, including any increase or decrease in the amount of Compensation, which are mutually agreed upon by and between the Grantee and the Delegate Must be incorporated in written amendments to this contract.

## ARTICLE 4

### COMPENSATION

**Pursuant to N.J.S.A. 40A:5-16, no payments may be made in advance of services.** Subject to the approval by the Board of Chosen Freeholders, the Grantee shall provide Compensation for expenditures authorized. This compensation shall not exceed \$62,037.98 Period from January 1, 2015 to December 31, 2015. Any changes in compensation shall be mutually agreed upon and authorized by the Grantee and the Delegate and incorporated in this Agreement by written amendments. The County Of Essex may terminate this contract at any time in the event of unavailability of funds therefore.

## ARTICLE 5

### SCHEDULE OF PAYMENT

For the period of **January 1, 2015** to **December 31, 2015** the Grantee shall make Payment(s) directly to the Delegate for any and all expenditures authorized by this Agreement contingent upon the following:

1. Submission and accuracy of Fiscal Reports along with supporting documentation of funds that were spent towards the program (e.g. cash receipts, payroll registers, purchase orders, and/or cashed checks, etc.) and Employee Monthly Time Sheets indicating the number of hours each employee spends working on CSBG programs and services.
2. Submission and accuracy of Programmatic LOS (Level of Service) Reports.
3. Participant data entered into the CSST (Client Social Services Tracker) System as mandated by the Federal and State Government.
4. Remittance of tax obligation within the required time frame, and other requirements set forth in this contract.

## ARTICLE 6

### SERVICE AGREEMENT (GRANTEE)

*The Grantee is obligated to:*

1. Monitor
2. Evaluate
3. Pay for contract services
4. Provide training and technical assistance either upon request, or when it is deemed necessary in the judgment of the Grantee.

## **ARTICLE 7**

### **REPORTS AND SUBMISSION REQUIREMENTS**

**Both fiscal and programmatic reports must be submitted to the Grantee no later the 15<sup>th</sup> day of each month for the preceding month.** In addition to any documents, reports, or information required by any other section of this contract, the Delegate shall furnish the Grantee with any further documents and information considered necessary by the Grantee with regard to this contract. Habitual lateness of fiscal and programmatic reports will be considered as non-compliance in the Delegate's quarterly monitoring evaluation report.

## **ARTICLE 8**

### **COMPLIANCE**

The Delegate shall carry out its activities under this agreement in compliance with all applicable laws, ordinances, standards and codes of the federal, state, county, and municipal governments including any state and local laws relating to licensure.

Further, the Delegate shall provide documentation for the following:

1. Liability insurance coverage
2. Fidelity bonding, if applicable
3. Non-profit status, (501) (c) (3), if applicable

## **ARTICLE 9**

### **ASSIGNABILITY**

The Delegate shall not subcontract any of the work or services, covered by this Agreement, nor shall any interest in this Agreement be assigned or transferred except as may be provided within the terms of this Agreement or with the express written approval of the Grantee. Any approved assignment or subcontract shall become part of this contract and subject to all provisions contained herein.

## **ARTICLE 10**

### **ASSUMPTION OF FISCAL RESPONSIBILITY**

The Delegate shall undertake the development of its own financial management and account systems. Such shall be ready for implementation on or before 1/1/15 if further shall be certifiable by an independent auditor as one that has appropriate internal controls for safeguarding assets, reliability of accounting data, and will promote operating efficiency.

## **ARTICLE 11**

### **FINANCIAL MANAGEMENT SYSTEM**

The Delegates financial management system shall provide, at least but not limited to, the following:

1. Accurate, current and complete disclosure of financial aspects of this contract.
2. Effective internal and accounting controls over all funds resulting from this Agreement.
3. Records adequately describing disbursement of funds granted by the Grantee, and used in the execution of this contract.
4. Comparison of actual outlays with budget amounts for this contract
5. Accounting records supported by source documentation.

## **ARTICLE 12**

### **ANNUAL AUDIT**

The Delegate must provide for an independent annual audit to be conducted by a certified public accountant, the result of which must be submitted to the Grantee 180 days after the expiration or termination of this contract.

Further, the results of any independent or internal audit conducted by the Delegate shall be submitted to the County within 30 days of its completion. In addition, this contract is subject to periodic fiscal and programmatic audits by the County of Essex or its designee. In the event of unexpended funds at the end of the contract period or as a result of suspension or termination of this Agreement, said funds will be returned to the Grantee within 30 days of the final audit.

## **ARTICLE 13**

### **INSURANCE**

The Delegate shall maintain:

1. Liability Insurance Coverage;
2. Workmen's Compensation;
3. Employment Disability; and
4. Health Insurance

## ARTICLE 14

### INDENTIFICATION

The Delegate shall be solely responsible for and shall keep, save and hold the Grantee harmless from all claims, loss, liability, damage, or expense including but not limited to: mental and physical injuries or disabilities (including death) to employees, volunteers, sub-contractors, as well as recipients of the service, or damage to property or persons sustained in connection with the delivery of contract services to the contract, which results from any acts or omissions of the Grantee, or its employees or agents.

## ARTICLE 15

### MONITORING

The Grantee shall monitor contract services, books and records, (including but not limited to programmatic, fiscal, personnel, client eligibility and supporting documents), and facilities maintained by the Delegate in connection with this contract and shall plan with the Delegate in order to further the process of the contract during the term of this Agreement.

*\*Programmatic Monitoring will be conducted on a quarterly basis and Fiscal Monitoring annually with proper notification.*

## ARTICLE 16

### EVALUATION

The Grantee shall be entitled to evaluate or arrange the evaluation of contract services. Such evaluation shall assess the quality, value, and effectiveness of contract services as well as the Delegates progress and/or success in achieving the performances levels this contract.

If the evaluation is negative in part or its entirety, the Grantee shall notify the Delegate in writing and require immediate corrective action. Failure to respond shall result in termination of this contract.

Should the Delegate engage in any internal evaluation relating to this contract, all findings shall be communicated in writing to the Grantee? At the request of the Delegate, evaluation reports may be made available.

## ARTICLE 17

### PERSONNEL

The personnel delivering contract services shall be employees of the Delegate, shall meet the qualifications and carry out the duties and responsibilities described in the job descriptions and personnel policies and procedures of the Delegate.



## **ARTICLE 18**

### **RECORD RETENTION**

Unless advised in writing of a longer time requirement by the Grantee, the Delegate shall retain all materials pertaining to this contract for five (5) years after termination, or if resolution of any audit, litigation, negotiation or other action has not occurred within 7 years after such resolution. The material retained shall include but shall not be limited to programmatic, fiscal, personnel, and client eligibility records and supporting documents. If at any time, before or after termination, the Delegate should dissolve as an incorporated body or should cease operations by other means, the Delegate shall consult with the Grantee concerning the disposition of all records and other materials pertaining to this contract and shall comply with instructions given by the Grantee.

## **ARTICLE 19**

### **COVENANT AGAINST CONTINGENT FEES**

The Delegate warrants that no person or selling agency or other organization has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the Grantee shall have the right to annul this contract without liability, or at its discretion, to deduct from the compensation, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

## **ARTICLE 20**

### **CONFIDENTIALITY AND PRIVILEGE**

In the delivery of services specified in this Agreement, inspection, evaluations, and audits made in connection with this contract shall be conducted in compliance with all applicable federal and state laws and regulations and concerning confidentiality and privilege and according to all generally accepted standards in such regard. The delegate shall treat personnel records, including but not limited to case records, or applicants for and recipients of contract services, in accordance with all applicable federal and state statutes governing access to and confidentiality of records. With two exceptions, specified in (A) and (B) below, the Delegate shall not release or disclose such records, or any portion of them, except to authorize personnel of the Grantee. Exceptions to the foregoing shall be (A) when such release or disclosure is court-ordered, and (B) unless otherwise limited or precluded by law, when the applicant or recipient, (or, if appropriate, his or her parent or guardian) gives prior written approval, either general or explicit as to the information to be released or disclosed and the person(s) and/or agency(s) to receive the information. Any release or disclosure of information shall explicitly prohibit any authorized re-lease or re-disclosure of the information.

## ARTICLE 21

### AMENDMENTS AND MODIFICATIONS

Amendments and modifications to contract programmatic and fiscal provisions, contained respectively in this Agreement shall be carried out in accordance with polices and procedures issued by Grantee and shall require the approval of the Board of Chosen Freeholders. Any changes in federal, state, county or municipal laws or regulations pertaining to and in effect during the terms of this contract may necessitate amendments to this Agreement. Such amendments shall be made at the discretion of the Grantee when necessary in its judgment and shall be communicated in writing to the Delegate. **Any and all amendment requests to programmatic scope of services and/or fiscal budget line items by the Delegate must be communicated in writing to the Grantee for approval.**

## ARTICLE 22

### TERMINATION OR SUSPENSION OF CONTRACT

The Grantee may terminate or suspend this contract upon written notice 30 days prior to the effective date of termination or suspension if gross negligence is determined for any of, but limited to, the following reasons:

1. If the Delegate fails to provide an acceptable level of services in the judgment of the County and as Outlined in this Agreement, the Grantee may give 30 days' notice after which time, if conditions have not significantly changed, termination or suspension may be affected without further notice.
2. Failure on the part of the Delegate to comply with the conditions agreed upon in this contract, and/or any federal or state regulations relating to the services contained in this contract can result in the termination or suspension of this contract with 30 days' notice.
3. By mutual agreement, with 30 days' notice.
4. In the event of termination by the Grantee or Delegate, a final audit will be conducted by and Independent auditor and all programmatic and fiscal records as well as any unexpended funds must be submitted to the Grantee no later than 30 days after the contract terminates.
5. This contract may also be terminated or suspended for any reasons listed under a Special Provisions.

## **ARTICLE 23**

### **DISSOLUTION**

In the event of termination, all property and finished and unfinished documents data, studies, and Reports purchased or prepared by the Delegate under this contract shall, at the option of the County, become its property and the Delegate shall be entitled to compensation for any unreimbursed expenses necessarily incurred in satisfactory performance of the contract. Notwithstanding the above, the Delegate shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Delegate, and the County may withhold any reimbursement to the Delegate for the purpose of set-off until such time as the exact amount of damages due the County from the Delegate is agreed upon or otherwise determined.

## **ARTICLE 24**

### **SPECIAL PROVISION**

In addition to any condition specified in Parts I and II, this contract is subject to all conditions listed below:


10. If mutually agreed upon, renegotiations shall commence \_\_\_\_\_ days prior to the termination of this Agreement.

**CONTRACT**

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the dates set forth below:

**SUB RECIPIENT**

ATTEST:

  
\_\_\_\_\_  
**HAROLD E. WIENER**  
**MUNICIPAL CLERK**

 Date 10/23/14  
\_\_\_\_\_  
DEBORAH F. SIMPKINS  
EXECUTIVE DIRECTOR


**COUNTY OF ESSEX**

ATTEST:

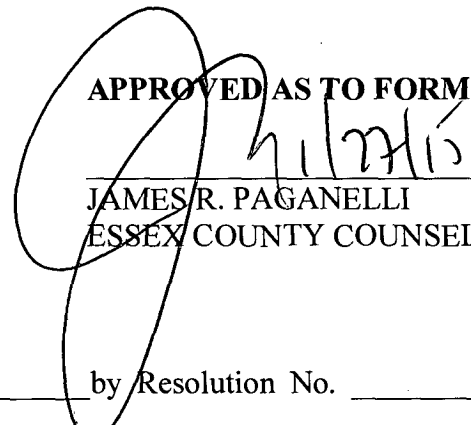
\_\_\_\_\_  
CLERK OF THE BOARD  
ESSEX COUNTY BOARD OF  
CHOSEN FREEHOLDERS

 Date 11/27/15  
\_\_\_\_\_  
JOSEPH N. DIVINCENZO, JR.  
ESSEX COUNTY EXECUTIVE

  
\_\_\_\_\_  
ANIBAL RAMOS, JR.  
DEPARTMENT DIRECTOR

  
\_\_\_\_\_  
MAURICE J. BROWN  
DIVISION DIRECTOR

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
JAMES R. PAGANELLI  
ESSEX COUNTY COUNSEL

This agreement was approved on \_\_\_\_\_ by Resolution No. \_\_\_\_\_ of the  
Essex County Board of Chosen Freeholders.

\_\_\_\_\_  
CLERK OF THE BOARD, ESSEX COUNTY  
BOARD OF CHOSEN FREEHOLDERS

**STATEMENT OF CERTAIN POLITICAL CONTRIBUTIONS  
MADE AFTER JULY 11, 1986  
NEGOTIATED CONTRACTS**

**(This Statement is part of the proposal packet)**

Ordinance Number 0-86-0007, as amended by Ordinance Number 0-95-0003, adopted by the Board of Chosen Freeholders of the County of Essex, requires that all proposals for negotiated contracts submitted by individuals and/or business entities seeking to provide goods to or to perform services for the County of Essex shall contain a statement setting forth each political contribution by them of \$500.00 or more made within five years next preceding the date of said contract, either directly or indirectly, to any County elected political official, County political party and/or County official, political organization, or any State political party.

Set forth name of County elected official, County political party and/or County official, political organization, or State political party to whom a political contribution of \$500.00 or more was made by proposer within five (5) years of the date hereof.

If none, write "none".

<u>Name</u>	<u>Amount</u>
NONE	

Proposer \_\_\_\_\_

By Deborah F. Simpkins  
(Signature)

Print or Type Name of Signatory

Deborah F. Simpkins