

**RESOLUTION 77-21**

**RESOLUTION AUTHORIZING EXECUTION OF AGREEMENT BETWEEN  
THE BOROUGH OF CLAYTON AND THE COUNTY OF GLOUCESTER**

*WHEREAS*, the Borough of Clayton has agreed to enter into an Agreement for Community Development Block Grant – CD-20-PF1 – Reconstruction of Novack Drive; and

*NOW, THEREFORE, BE IT RESOLVED*, by the Mayor and Council of the Borough of Clayton, County of Gloucester, and State of New Jersey as follows:

1. That the governing body does hereby approve the attached Agreement between the Borough of Clayton and the County of Gloucester.

2. That the Mayor be and is hereby authorized to execute said contract on behalf of the Borough of Clayton.

*ADOPTED*, at a regular meeting of the Mayor and Council of the Borough of Clayton held on March 25, 2021.

BOROUGH OF CLAYTON

  
\_\_\_\_\_  
THOMAS BIANCO, Mayor

Attest:

  
\_\_\_\_\_  
CHRISTINE NEWCOMB, Borough Clerk

**CERTIFICATION**

I, Christine Newcomb, Borough Clerk, of the Borough of Clayton, do hereby certify that the foregoing Resolution was presented and duly adopted by the Borough Council at a meeting of the Borough of Clayton, held on Thursday, March 25, 2021.

\_\_\_\_\_  
CHRISTINE NEWCOMB, Borough Clerk

3/17/21  
HUD GRANT NO: B-20-UC-34-0109  
AMOUNT: **\$50,000.00**  
GC AGREEMENT NO: CD-20-PF1

**AGREEMENT  
FOR USE OF  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
BETWEEN  
GLOUCESTER COUNTY, NEW JERSEY  
AND  
BOROUGH OF CLAYTON**

**THIS AGREEMENT**, made and entered into on the 17<sup>th</sup> day of **March 2021** by and between **County of Gloucester**, a political subdivision of the State of New Jersey acting by and through its duly elected Board of Commissioners, hereinafter referred to as the "**County**", and the **Borough of Clayton**, a Gloucester County Public Service Subrecipient, hereinafter referred to as the "**Subrecipient**", located within the confines of Gloucester County, New Jersey, and/or serving CDBG-eligible residents of Gloucester County.

**WITNESSETH:**

**WHEREAS**, Gloucester County has received a **FY 2020** Community Development Block Grant, hereinafter referred to as "CDBG" under Title I of the Housing and Community Development Act of 1974, as amended, to carry out various housing and community development activities in its unincorporated areas and in municipalities participating in the County CDBG Program; and

**WHEREAS**, CDBG funds from Federal **PY2020** CDBG funding has been appropriated by the Gloucester County Board of Commissioners for award to the Subrecipient for the implementation of activities determined to be CDBG eligible by the County; and

**WHEREAS**, the Subrecipient agrees to assume certain responsibilities for the implementation of its CDBG assisted activities, and certifies that it will comply with the applicable certifications contained in Exhibit 1; with the Scope of Service provided in Exhibit 2; with any amendment to this Agreement, included as Exhibit 3; with the Subrecipient Monitoring Policy requirements included as Exhibit 4; with the Lease Agreement requirements included as Exhibit 5, if applicable; and, with the property use requirements included as Exhibit 6, if applicable.

**NOW, THEREFORE**, the parties hereunto do hereby agree as follows:

1. **Use of Funds** – The Subrecipient shall expend all or any part of its CDBG allocation only on those activities contained in the Scope of Services of the Agreement, which activities the Gloucester County Community Development Program shall determine to be eligible for CDBG funds, and shall notify the Subrecipient in writing, via this Agreement and/or subsequent amendments to this Agreement, of such determination of eligibility. Such CDBG funds provided through this Agreement must be fully obligated not later than two years from the date of signing this Agreement: **March 16, 2023**.

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

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

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

2. **National Objective**

All activities funded with CDGB funds must meet one of the CDBG program's National Objectives as defined in 24 CFR 570.208. The Subrecipient certifies and will document that all activities carried out under this Agreement will benefit low- and moderate-income persons.

3. **Prohibited Activities**

The Subrecipient may only carry out the activities described in this agreement. The Subrecipient is prohibited from charging to the subaward the costs of CDBG ineligible activities, including those described at 24 CFR 570.207, and from using funds provided herein or personnel employed in the administration of activities under this agreement for political activities, inherently religious activities, or lobbying.

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

5. **Uniform Administrative Requirements** –

A. The Uniform Administrative Requirements, as promulgated in 24 CFR Chapter V [Subpart J] at 570.502 and as may be amended, shall apply to all activities undertaken by the Subrecipient with CDBG assistance provided via this Agreement and any subsequent amendments.

B. **Other Program Requirements** – The Subrecipient shall comply with all the requirements of 24 CFR Chapter V [Subpart K] at 570.600 – 570.614, as applicable to the Subrecipient's activity(s).

**Financial Management** –

C. **Accounting Standards:** The Subrecipient agrees to comply with 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements except as provided for in 24 CFR 570.502 - Applicability of uniform administrative requirements and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

D. **Cost Principles:** The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E (200.400-475). These principles shall be applied for all costs incurred whether charged on a direct or indirect basis and agrees to adhere to the accounting principles and procedures required therein, utilize adequate

6. **Procurement and Reversion of Assets**

A. **General Standards** – The Subrecipient shall procure materials in accordance with the requirements of 2 CFR 200, Subpart D regarding Procurement Standards, and shall subsequently follow, 2 CFR 200, Subpart D Property Standards, covering utilization and disposal of property. The Subrecipient shall be responsible for procurement of all supplies, equipment, services, and construction necessary for implementation of its activity(s). The Subrecipient shall prepare, or cause to be prepared, all advertisement, negotiations, notices, and documents; enter into all contracts; and conduct all meetings, conferences, and interviews as necessary to insure compliance with the above described procurement requirements.

B. **Equipment** – Purchase of equipment is an unallowable activity except when it is an integral part (such as part of a structure or built into a structure) of an eligible project or service. Equipment must have prior approval by the City before any expense is incurred. The Subrecipient shall comply with its own current policies concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, accounts receivable, etc.) shall revert to the County upon termination of this contract.

- C. **DEBARRED Contractors** – Per Executive Order 12549, “Debarment and Suspension” (48 CFR part 9, subpart 9.4), CDBG funds may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of, any contractor during any period of debarment, suspension or placement of ineligibility status. The Subrecipient shall check all contractors against the Federal publication that lists debarred, suspended, and ineligible contractors.
7. **“Force Account” Work** – The Subrecipient may undertake public facility construction or renovation activities using municipal labor and equipment. Eligible costs of labor and equipment may be reimbursed by the County to the Subrecipient using CDBG funds, based upon submission of proper and acceptable invoice(s) and documentation of all costs, as prescribed by the County.
8. **Documentation and Record Keeping**
- A. **Records to be Maintained:** The Subrecipient shall maintain all records required by the Federal regulations specified in 24 CFR 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
- i. Records providing a full description of each activity undertaken;
  - ii. Records demonstrating that each individual activity undertaken meets one of the National Objectives of the CDBG program;
  - iii. Records required for determining the eligibility of activities;
  - iv. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
  - v. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
  - vi. Financial records as required by 24 CFR 570.502, and 2 CFR 200 Subpart D and
  - vii. Other records necessary to document compliance with 24 CFR 570 Subpart K.
- B. **Retention:** The subrecipient shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement for a period of five (5) years. The retention period begins on the date of the submission of the GRANTEE’S annual performance and evaluation report to HCD in which the activities assisted under the Agreement are reported on for the final time. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues or the expiration of the five-year period, whichever occurs later. The five-year reporting period should not be confused with the “continued use” provisions of this agreement, as specified in Exhibit 2, “Scope of Services.” The County shall provide reporting forms and technical assistance to the Subrecipient on the procedures to be followed to collect and report these programmatic data.
- C. **Client Data:** The Subrecipient shall obtain and maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, household income level and all other basis for determining eligibility, and a detailed description of service provided. Such information shall be made available to the County and HUD monitors or their designees for review upon request. All Subrecipient’s records pertaining to this Agreement will be available for inspection by the County and HUD.
- D. **Disclosure:** The Subrecipient understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the County’s or Subrecipient’s responsibilities with respect to services provided under this agreement, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian.
- E. **Closeouts:** The subrecipient’s obligation to the grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all

unused materials, equipment, unspent cash advances, program income balances and accounts receivable to the grantee) and determining the custodianship of records. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that the subrecipient has control over CDBG funds, including program income.

9. Subrecipient's Obligation – The Subrecipient shall be responsible for carrying out its actions in accordance with the certifications contained in Exhibit 1 of this Agreement. The Subrecipient shall take all necessary actions to comply with the requirements of the certifications/assurances in Exhibit 1, and to comply with any requests by the County in this connection; it being understood that the County has responsibility to the U.S. Department of Housing and Urban Development for insuring compliance with such requirements. The Subrecipient will also promptly notify the County of any changes in the scope of services, budget, method of compensation contained in this agreement or character of the activity(s) assisted through this Agreement, and may only be made through a written Amendment to this Agreement, executed by the Subrecipient and Grantee.
10. "Independent Contractor"  
Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.
11. "Hold Harmless" – The Subrecipient does hereby agree to release, indemnify, and hold harmless the County and its employees and agents, from and against all costs, expenses, claims, suits, or judgments arising from or growing out of any injuries, loss or damage sustained by any person or corporation, including employees of the Subrecipient and property of the Subrecipient, which are caused by or sustained in connection with the tasks carried out by the Subrecipient under this Agreement.
12. Indemnification - The Subrecipient shall indemnify and keep the County harmless against any claim, loss, liability, expense (including costs, counsel fees and/or expert fees) resulting from any negligent or intentional act committed by the Subrecipient. The Subrecipient agrees that it shall give an authorized County representative prompt written notice of the filing of each such claim and the institution of each such suit or action.
13. Compliance with Laws and Regulations - County and Subrecipient agree that they will at their own cost and expense promptly comply with, or cause to be complied with, all laws, rules, regulations and other governmental requirements which may be applicable to its performance of the services described in this Agreement. Subrecipient acknowledges that this Agreement requires compliance with various provisions of Title 2 CFR 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and Title 24 CFR 570 – Community Development Block Grants and acknowledges that Subrecipient is familiar with those requirements. Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) Subrecipient does not assume the Grantee's environmental responsibilities described in 24 CFR 570.604 and (2) Subrecipient does not assume the Grantee's responsibility for initiating the review process under the provisions of 24 CFR Part 52. Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.
14. Grantee Recognition The Subrecipient shall insure recognition of the role of the Grantee in providing services through this Agreement. All activities, facilities and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein in all publications made possible with funds made available under this Agreement.

15. Insurance - At all times during the term of this Agreement, the Subrecipient shall maintain or cause to be maintained with responsible insurers who are authorized to do business in the State of New Jersey, or in such other manner as may be required or permitted by law, casualty, all-risk and comprehensive general liability insurance with respect to the services to be performed pursuant to this Agreement.
16. Funding – The County agrees to provide the Subrecipient with the CDBG funds in such amount as agreed upon in this Agreement to enable the Subrecipient to carry out its CDBG eligible activity(s). It is understood that the County shall be held accountable to the U.S. Department of Housing and Urban Development for the lawful expenditure of CDBG funds under this Agreement. Therefore, the County shall make no reimbursement of CDBG funds to the Subrecipient and draw no funds from HUD/U.S. Treasury on behalf of a Subrecipient activity(s), prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.
17. Environmental Clearance – The County shall be responsible for carrying out environmental reviews and clearances on all activity(s), where applicable, prior to having received proper invoice(s) and copies of supporting documentation from the Subrecipient for the expenses incurred, to insure that the Subrecipient has complied with all applicable regulations and requirements.

Funding provided through this Agreement is “conditionally approved” subject to the completion of the Environmental Review Process by the County. Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR Part 58. The parties further agree that the provision of any funds to projects/activities included in this Agreement is conditioned on the County’s determination to proceed with, modify or cancel the projects/activities based on the results of a subsequent environmental review.

The Subrecipient may not obligate or expend any funds provided through this Agreement until the County provides to the Subrecipient a “Notice to Proceed,” which shall represent in part, the completion of the environmental review process, and the Release of Funds by HUD for the projects/activities contained in the Agreement.

18. Labor Standards: Wage Rates (where applicable) –

- A. Davis-Bacon

Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 3141 et seq.) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. Subrecipient agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 et seq.) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. Subrecipient shall hire a prevailing wage monitor to document compliance with hour and wage requirements of this part for applicable activities. Such documentation shall be made available to Grantee for review upon request.

Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, it shall comply with Federal requirements adopted by Grantee pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5, and 7, governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve Subrecipient of its obligation, if any, to require payment of the higher wage. Subrecipient shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

- i. The activity funded by this Agreement is subject to the labor standards requirements of the Davis-Bacon Act as amended and codified at 40 U.S.C.3141 and 29 CFR 5.5. The Subrecipient shall notify the County prior to initiating any activity, including advertising for contractual services, which will include costs likely to be subject to the provisions of the Davis-Bacon Act and its implementing regulations. The County will provide technical assistance to the Subrecipient to ensure compliance with these requirements.
- i. Determination of Wages to be Paid The Subrecipient agrees to ensure that all persons working on the project are paid at the higher of the combined base pay and fringe benefit rate of the New Jersey Prevailing Wage Rate or Davis-Bacon wage rate.

19. "Section 3" Clause

A. Compliance –

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors. Failure to fulfill these requirements shall subject Grantee, Subrecipient and any of Subrecipient's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. Subrecipient certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

Subrecipient further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs Subrecipient will, to the extent possible, award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located. Where feasible, priority should be given to business concerns that provide economic opportunities to low- and very low-income residents within the service area of the neighborhood in which the project is located and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

B. Notifications

Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places



available to employees and applicants for employment or training.

C. Subcontracts

Subrecipient will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

20. Technical Assistance – The County agrees to provide technical assistance to the Subrecipient in the form of oral and/or written guidance and on-site assistance regarding CDBG procedures. This assistance will be provided as requested by the Subrecipient, and at other times, at the initiative of the County or when the County provides new or updated CDBG Program Information to the Subrecipient.
21. Review Authority – The County shall have the authority to review any and all procedures and all materials, notices, documents, etc., prepared by the Subrecipient in implementation of this Agreement. The Subrecipient agrees to provide all information required by any person authorized by the County to request such information from the Subrecipient, for the purpose of reviewing the same.
22. Agreement Suspension and Termination – In accordance with the provisions of 24 CFR 85.43, or with the provisions of 24 CFR 84.60-62, suspension or termination of this Agreement may occur if the Subrecipient materially fails to comply with any term of this Agreement. The Agreement may be terminated for convenience in accordance with 24 CFR 85.44 or with 24 CFR 84.60-62. This Agreement may be terminated with or without cause by either party, hereto, by giving thirty (30) calendar days written notice of such termination. However, CDBG funds allocated to the Subrecipient under this Agreement may not be obligated or expended by the Subrecipient following such date of termination. Any funds allocated to the Subrecipient under this Agreement which remain un-obligated or unspent upon such date of termination shall automatically revert to the County.
23. Agreement Amendment(s) – This Agreement may be modified or amended by mutual agreement of the parties; however, no waiver, modification or amendment of any terms, conditions or provisions of this agreement will be valid, or of any force or effect, unless made in writing, approved by the respective parties' governing bodies and properly executed by the authorized representatives of the parties. All amendments to this Agreement shall be made a part of the Agreement by inclusion in Exhibit 3, which will be attached at the time of any amendments(s). If the Subrecipient seeks an amendment to this agreement, the request for such amendments shall be submitted in written form to the Gloucester County Community Development Program in a format prescribed by the Housing and Community Development Program. If an amendment to the Gloucester County Consolidated Plan is required, the Subrecipient shall be informed of such requirement and the steps required to effectuate such a Consolidated Plan amendment.
24. Termination Date – The termination date of this Agreement is **March 16, 2023**.
25. Reporting and Program Income – If the Subrecipient generates any program income as a result of the expenditure of CDBG funds, the provisions of 24 CFR 570.504(c) shall apply, as well as the following specific stipulations:
  - a. The Subrecipient acknowledges, by executing this Agreement, that it must notify the County of the receipt of any program income during the calendar month that such program income is generated.
  - b. Any such program income must be paid to the County within seven (7) calendar days following the end of month in which the program is generated. Such payment to the County must include any interest or other earnings generated from the program income during the time the program income was in the possession of the Subrecipient.
  - c. The Subrecipient further acknowledges, by executing this Agreement, that the County has the

responsibility for monitoring and reporting to the U.S. Department of Housing and Urban Development (HUD) on the generation of any such program income. The Subrecipient acknowledges its responsibility for appropriate record keeping and reporting to the County on the generation and/or receipt of such program income.

- d. In the event of close-out or change in status of the Subrecipient, any program income that is on hand or received subsequent to the close-out or change in status shall be paid to the County within 30 calendar days of the official date of the close-out or change in status. The County agrees to notify the Subrecipient in writing, should close out or change in status of the Subrecipient occur and a result of changes in CDBG Program statutes, regulations, and/or instructions.

## 26. Audits

All Subrecipient records with respect to any matters covered by this Agreement shall be made available to Grantee, HUD, and the Comptroller General of the United States or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by Subrecipient within 30 days after receipt by the Subrecipient. Failure of Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. Subrecipient hereby agrees to have an annual agency audit conducted in accordance with current Grantee policy concerning subrecipient audits and 2 CFR 200 Subpart F – Audit Requirements.

### A. Gloucester County Audit Standards for CDBG Subrecipients Where Single Audit Act Requirements Do Not Apply.

Because Gloucester County is responsible for any grant funds provided to all Municipalities, any organization or cities which expend a total of more than \$100,000.00 but less than \$300,000.00 of CDBG funds in any fiscal year from this agreement, must have an independent audit of those funds performed annually or shall follow procedures specified, herein, as if all funds were subject to the requirements below.

- 1) All requests to the County for CDBG reimbursements shall be approved by an individual at least one level above the person who prepares the reimbursement request. If the reimbursement request is prepared by the Chief Financial Administrator of the organization, the request shall be approved by a Chairperson or other designated member of the organization's governing board;
- 2) For all CDBG requests for reimbursement, the invoice and accompanying copies of checks and other supporting documentation shall be submitted with the reimbursement request;
- 3) Gloucester County shall periodically perform reviews of Subrecipient's financial records and systems not less often than one time during Subrecipient's fiscal year, including the review of Agency records, at least annually, at the offices of the Subrecipient. This review should include procedures to request and verify documentation of all expenditures requested in a single reimbursement request;
- 4) Any appropriate corrective action for instances of noncompliance as a result of these program reviews has been taken within six (6) months of notification by Gloucester County that these reportable conditions exist;
- 5) At each fiscal year end, the Subrecipient shall submit to Gloucester County a financial statement prepared from the Subrecipient's financial records that presents the revenues received from the Gloucester County Community Development Block Grant Program and the expenditures for which these funds were used; and

The above procedures will provide the County's independent auditor with sufficient information to determine whether the Subrecipient has materially complied with the applicable laws and

regulations, as they govern their programs. If any of the above procedures provide less information than is already required by this agreement, then the applicable procedures already stated in the agreement shall govern the Subrecipient's responsibilities to Gloucester County.

- B. The Subrecipient agrees to have its Single Audit or other independent audit performed in conformance with these Federally-required and Gloucester County stipulations, at its own cost and not payable with CDBG funds.
- C. The Subrecipient further agrees to send a copy of its Single Audit Report or independent auditor's report to the Gloucester County Community Development Program as soon as practicable following the close of the Subrecipient's fiscal year, but in no case shall the audit report be submitted to the Gloucester County Community Development Program later than 9 months following the close of the Subrecipient's fiscal year which is the subject of the audit in question.
- D. The County reserves the right to recover, from non-CDBG sources of the Subrecipient any CDBG expenses of the Subrecipient which are questioned or disallowed by the Subrecipient's independent auditor or by Gloucester County's independent auditor as a part of their review of the Subrecipient's audit.

27. Performance

The Subrecipient, while utilizing these CDBG funds to increase capacity, services, or expansion of services for Low/Moderate Income households through those activities deemed eligible by HUD, will continue, on an on-going basis, to meet or exceed the performance goals as indicated in Exhibit 2 [Scope of Services]. Failure to maintain an adequate level of service or provide a quantifiable increase in services over the specified time period as defined by this agreement shall make the Subrecipient subject to various disciplinary actions that include, but are not limited to, the following: suspension or probation of current grant activities; termination of current grant agreement with CDBG funds being reimbursed to the County; and debarment from participating in future years CDBG application cycles until measurable improvement can be achieved and sustained.

IN WITNESS WHEREOF, the parties hereunto have affixed their signatures on the dates specified below:

**BOROUGH OF CLAYTON**

**COUNTY OF GLOUCESTER**

(Signature)

(Signature)

By: Tom Bianco, Mayor  
(Typed Name/Title)

By: ROBERT M. DAMMINGER, Director  
(Typed Name/Title)

Date: 3/25/21

Date: \_\_\_\_\_

**ATTEST:**

**ATTEST:**

Christie Newcomb  
(Signature)

\_\_\_\_\_  
(Signature)

By: Christie Newcomb, Clerk  
(Typed Name/Title)

By: LAURIE J. BURNS, Clerk of the Board  
(Typed Name/Title)

Date: 3/25/21

Date: \_\_\_\_\_

**Approved by Resolution dated:**

**Approved by Resolution dated:**

\_\_\_\_\_

\_\_\_\_\_

**EXHIBIT 1**

**CERTIFICATIONS**

## EXHIBIT 1

### COMMUNITY DEVELOPMENT BLOCK GRANT GRANTEE CERTIFICATIONS

In accordance with the Housing and Community Development Act of 1974, as amended, ("the Act") and with 24 CFR 570 of the Community Development Block Grant regulations, the Subrecipient certifies that:

- (a) It possesses legal authority to accept and execute a Community Development Block Grant award from Gloucester County;
- (b) Its governing body has duly adopted or passed, by at least a majority vote, as an official act a resolution, motion or similar action authorizing the acceptance of this grant for the purposes specified in the Agreement and directing and authorizing it appropriate personnel to execute and implement this Agreement and to provide to the County such additional information as may be required;
- (c) Provides for and encourages citizen participation, with particular emphasis on participation by persons of low and moderate income who are residents of slum and blighted areas and of which funds are proposed to be used, and provides for participation of residents in low and moderate income neighborhoods, as defined by the County;
- (d) Provides citizens with reasonable and timely access to local meetings, information, and records relating to the Subrecipient's use of funds, as specified in this Agreement;
- (e) Provides for the public hearings to obtain citizen views and to respond to proposals and questions at all stages of the community development program, which hearings shall be held after adequate notice, at times and locations convenient to potential or actual beneficiaries, and with accommodation for persons with disabilities;
- (f) Identifies how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate;
- (g) The grant will be conducted and administered in compliance with;
  - 1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. Sec. 2000d et seq.); and
  - 2. The Fair Housing Act (42 U.S.C. 3601-20);
- (h) It will affirmatively further fair housing;
- (i) It will carry out the activities specified in this Agreement consistent with the goals, objectives, and strategies of the Gloucester County Consolidated Plan;
- (j) It will not attempt to recover any capital costs of public improvements assisted in whole or in part with funds provided under section 106 of the Act or with amounts resulting from a guarantee under section 108 of the Act by assessing any amount against properties owned and occupied by persons of low and moderate income, including any fee charged or assessment made as a condition of obtaining access to such public improvements, unless;
  - 1. Funds received under section 107 of the Act are used to pay the proportion of such fee or assessment that relates to the capital costs of such public improvements that are financed from revenue sources other than under Title I of the Act; or
  - 2. For purposes of assessing any amount against properties owned and occupied by persons of moderate income, the grantee certifies to the Secretary that it lacks sufficient funds received under section 106 of the Act to comply with the requirements of subparagraph (1) above;
- (k) Its notification, inspection, testing and abatement procedures concerning lead-based paint will comply with 24 CFR Part 570.608;
- (l) It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, as required under 24 CFR Part 570.606.
- (m) It has adopted and is enforcing:
  - 1. A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
  - 2. A policy enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within its jurisdiction;

(n) To the best of its knowledge and belief:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of any Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or and employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification to be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly;

(o) It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about-
  - (a) The dangers of drug abuse in the workplace;
  - (b) The grantee's policy of maintaining a drug-free workplace;
  - (c) Any available drug counseling, rehabilitation, and employee assistance program's; and
  - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will;
  - (a) Abide by the terms of the statement; and
  - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted-

- (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1,2,3,4,5, and 6.
8. The site(s) for the performance of work done in connection with the specific grant:

**Place of Performance (Street address, city, county, state, zip code)**

**Borough of Clayton**

CT 5015.00 BG 4 Novack Drive (Jerry ave to S. Broad)  
Clayton, NJ 08312

GLOUCESTER COUNTY, NEW JERSEY

(p) It will comply with the other provisions of the Act and with other applicable laws.

Signature

Tom Bianco  
Typed Name

3/25/21  
Date

**ATTEST:**

Christine Newcomb  
Signature of Person Attesting Signature

Christine Newcomb  
Typed Name – Person Attesting Signature

Municipal Clerk  
Title – Person Attesting Signature

3/25/21  
Date of Attesting Person's Signature

## **APPENDIX TO CDBG CERTIFICATIONS**

### **INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS**

#### **A. Lobbying Certification – Paragraph n**

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

#### **B. Drug-Free Workplace Certification – Paragraph o**

1. By signing and executing this Agreement, the Subrecipient is providing the certification set out in Paragraph (o).
2. The certification set out in paragraph (o) is a material representation of fact upon which reliance is placed when the County awards the grant. If it is later determined that the Subrecipient knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Work Place Act.
3. Workplaces under this Agreement shall be identified in this Agreement. Failure to identify all known workplaces constitutes a violation of the Subrecipient's drug-free workplace requirements.
4. Workplace identifications must include the actual address of building (or parts of buildings) or other sites where work under the grant takes place.
5. If the workplace identified to the County Changes during the performance of the grant, the Subrecipient shall inform the County of the change(s), if it previously identified the workplace in question (see paragraph three).
6. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-free workplace common rule apply to this certification. Municipal attention is called in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charges with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a Subrecipient directly engages in the performance of work under a grant provided through this Agreement, including: (i) All "direct Charge" employees; (ii) all "Indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are not on the Subrecipient's payroll. This definition does not include workers not on the payroll of the Subrecipient (e.g., volunteers, even if used to meet a matching requirement, consultants or independent contractors not on the Subrecipient's payroll; or employees of Municipalities or subcontractors in covered workplaces).



**EXHIBIT 2**

**SCOPE OF SERVICES**

## **EXHIBIT 2**

### **SCOPE OF SERVICES**

The following activities and/or projects shall be carried out by the Subrecipient, under the terms of this Agreement and its accompanying certifications and reporting requirements:

Agency: **Borough of Clayton**

Activity Name: Reconstruction of Novack Dr

Activity Number: **CD-20-PF1**

### **ACTIVITY DESCRIPTION**

- The total **PY 2020 CDBG** budget for this activity shall not exceed: **\$50,000.00**. The Agreement shall be effective on the date specified on Page 1 of this Agreement and terminate on **March 16, 2023**. The Agreement is for Reconstruction of Novack Drive from Jerry Ave to S. Broad within eligible CT 5015.00 BG 4. This activity is funded as a low mod area category benefiting low-moderate income persons.

## **EXHIBIT 3**

### **AGREEMENT AMENDMENTS**

[Add Amendments if applicable]

**EXHIBIT 4**

**GLOUCESTER COUNTY SUBRICIPIENT MONITORING POLICY**

# **GLOUCESTER COUNTY**



## **COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

### **SUBRECIPIENT MONITORING POLICY**

## ***INTRODUCTION***

The purpose of this document is to define the duties and responsibilities of the County of Gloucester and its Subrecipients in carrying out projects assisted under the Community Development Block Grant (CDBG) Program. A Subrecipient is any local unit of government or organization that received CDBG funds from the County of Gloucester and is assigned responsibility for contract administration.

The administration of a CDBG funded project represents a dual responsibility of both the County and its Subrecipients. The County of Gloucester acts as the grantee recipient of CDBG funds from HUD. As such, the County assumes overall responsibility for program management. As in most federal funding programs, there are numerous conditions, regulations and rules that govern the CDBG Program, and these are legally imposed upon the County through the grant contract issued by HUD.

Once projects are identified, the County may allocate CDBG funds to subrecipients such as local development organizations. In allocating these funds to a subrecipient, the County advises its subrecipients that requests for payment will only be honored when file documentation has been received at the Gloucester County Department of Housing and Community Development (HCD) that supports the expenditure of CDBG funds. In this manner, the subrecipient is compelled to provide supportive documentation before a disbursement of CDBG funds will be made. This procedure has been found to be an effective method of insuring the eligibility of every CDBG funded action being carried out by a subrecipient. The responsibility for submitting project documentation and following acceptable authorization for payment procedures is spelled out through a legal instrument known as a Subrecipient Agreement.

In most cases, the Subrecipient Agreement authorizes the subrecipient to contract for CDBG funded improvements. The role of the County is to provide on-going advice and assistance to the Subrecipient in meeting the requirements of the agreement. Since the County is ultimately liable for the expenditure of CDBG funds and the timeliness of project implementation, it is the County's intent to perform certain program management functions to insure the appropriate and timely expenditure of grant funds.

This document is designed to clarify the process of contract administration and to clearly define the function of both parties to the Subrecipient Agreement.

## ***SUBGRANTEE MONITORING***

Monitoring will be conducted as follows:

1. Day to day informal contact in person. This involves informing, directing and answering questions of a routine nature.
2. Periodically, as the situation requires, correspondence will be required to document information flow, decisions or requests and responses to information and reporting needs.
3. On a monthly basis or upon request for reimbursement, Subrecipients shall submit the following information:
  - time records indicating payroll costs, as applicable invoices for expenditures approved by subrecipient
  - contractor payroll for Davis-Bacon verification, as applicable
  - program income, if any

4. The County shall review these items for adequacy relative to financial control and measuring accomplishment of assignment.
5. At least one time each year, a formal monitoring evaluation will be conducted. The monitoring evaluation will be based on the format of the checklist attached to this document and identified as Exhibit "A".
6. The timing of the formal monitoring evaluation will be designed to coincide with HUD performance reporting requirement. The County's annual Grantee Performance Report, (CAPER), must be submitted to HUD no later than 90 days after the anniversary of the County's CDBG Program Year. In order that subrecipient performance can be incorporated into the County's annual CAPER, the following subrecipient monitoring schedule will be followed:
  - Subrecipients will complete an evaluation and summary of its CDBG funded activities for the prior CDBG Program Year within 30 days after the anniversary of the County's CDBG Program Year.
  - The County will complete its formal monitoring evaluation of its subgrantees no sooner than 30 days and no later than 60 days after the anniversary of the County's CDBG Program year.

#### **SUBRECIPIENT MONITORING SCHEDULE**

Anniversary of CDBG Program Year

30 Days	60 Days	90 Days
Subrecipient completes internal review, including collection of loan recipient information.	County completes formal monitoring evaluation of subrecipients	County completes annual CDBG CAPER; submits same to HUD.

7. Upon completion of the annual monitoring evaluation, the County will make a determination as to the overall capacity of the Subrecipient. The determination will be based on the following criteria:
  - progress toward achievement of assignment
  - compliance with program requirements
  - expenditures and budget balance in terms of their adequacy to complete assignment and meet objectives
  - staffing adequacy and quality of performance
  - adjustments necessary (if any) to the assignment
  - adequacy of record keeping for grantor monitoring and audit purposes
8. The County shall determine if more frequent formal monitoring is required.



# **GLOUCESTER COUNTY** **COMMUNITY DEVELOPMENT BLOCK GRANT** **PROGRAM MONITORING FORM**

## **I. PROGRAM INFORMATION**

Date of Visit: _____	
Contract Period: _____	Contract Amount: _____
Program Name/ #: _____	
Subrecipient Name: _____	
Subrecipient Staff Interviewed: Name/Title	Responsibilities
_____	_____
_____	_____
_____	_____
_____	_____
Evaluator Name: _____	
Signature of Evaluator: _____ Date: _____	

## **II. EVALUATOR REVIEWED**

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Funding Application      | <input type="checkbox"/> Program Files                 | <input type="checkbox"/> Audit                       |
| <input type="checkbox"/> Program                  | <input type="checkbox"/> Agreement/Budget Client       | <input type="checkbox"/> Files                       |
| <input type="checkbox"/> Demands/Invoices         | <input type="checkbox"/> Personnel/Volunteer Files     | <input type="checkbox"/> Current Budget/Sources&Uses |
| <input type="checkbox"/> Quarterly Reports/Backup | <input type="checkbox"/> Accounting Files & Procedures |  |
| <input type="checkbox"/> Correspondence           | <input type="checkbox"/> Reports Marketing Materials   |  |
| <input type="checkbox"/> Previous Monitoring      |  |  |

## **III. PROGRAM ELIGIBILITY**

National Objective met by program:

- ☐ Benefit to low-income and moderate-income persons (N/A)
- ☐ Area Benefit (Census Tract #: \_\_\_\_\_)
- ☐ Presumed Beneficiary (Specify: \_\_\_\_\_)
- ☐ 51% Low / Mod
- ☐ Prevention or elimination of slums or blight
- ☐ Urgent Need

How is the National Objective documented? (e.g. income verification, program mission limiting services to presumed beneficiaries, etc.) \_\_\_\_\_



Consolidated Plan Priority: \_\_\_\_\_

Describe service provided by program: \_\_\_\_\_

#### IV. PROGRAM PERFORMANCE

Describe the program's intake and service delivery process: \_\_\_\_\_

List program contracted goals:

Objective

Performance (as of \_\_\_\_\_ )

1.

2.

3.

Is the program meeting its contracted goals? ☐ YES ☐ NO If not, explain why not? \_

What is the program outcome? How does the program affect the community? (e.g. in-home supportive services has an outcome of reducing institutionalization). \_\_\_\_\_

\_\_\_\_\_ Is it a verifiable outcome? ☐ YES ☐ NO

#### V. PROGRAM REPORTING

What is the process of summarizing client records into reports? \_\_\_\_\_

Does the subrecipient submit timely quarterly reports?

☐ YES ☐ NO

Does the subrecipient use unduplicated numbers on quarterly reports?

☐ YES ☐ NO

Problems/issues indicated on quarterly reports: \_\_\_\_\_

**VI. PROGRAM RECORDKEEPING**

Program Files

- ☐ Files available & accessible ☐ 5-year file retention  
☐ Copy of contract & monitoring procedures for subcontractor, if applicable (N/A) ☐ Current income limits in file

Client Files

- |   |  |
|---|--|
| <input type="checkbox"/> Name, address, phone # of applicant to be assisted | <input type="checkbox"/> Female Head of household identified     |
| <input type="checkbox"/> Urban County Resident?                             | <input type="checkbox"/> Date client applied for services        |
| <input type="checkbox"/> Documentation on the type & duration of services   | <input type="checkbox"/> Household Income level provided         |
| <input type="checkbox"/> Number in household                                | <input type="checkbox"/> Source & amount of all household income |
| <input type="checkbox"/> Ethnicity, age, gender of applicant                | <input type="checkbox"/> Updated ethnic categories used          |
| <input type="checkbox"/> Follow-up services                                 | <input type="checkbox"/> Job placement information               |

Other information collected: \_\_\_\_\_

\_\_\_\_\_

**VII. COMPUTER SYSTEMS/STORAGE**

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Is computer access controlled so that access is limited to specified persons, and access is YES NO only to those programs or files that are necessary to perform their duties? | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Are passwords changed at regular intervals? Are they unique and confidential? YES NO   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are passwords promptly cancelled for terminated employees? YES NO  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Is off-premises storage maintained for master files and transaction files sufficient to recreate YES NO the current master files?  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Are there appropriate procedures for backup and storage of programs and data files?  |                          |                          |

**VIII. MARKETING**

Describe method of outreach/advertising the program. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Did the organization properly recognize the City/County/HUD's funding when publicizing the program?

☐ YES ☐ NO

Is a Fair Housing logo displayed? ☐ YES ☐ NO ☐ N/A

**IX. ORGANIZATION INFORMATION**

Personnel files include:

- ☐ Job title & description
- ☐ Qualifications
- ☐ Background check, if necessary

YES NO

Does the organization have personnel policies, drug policy and affirmative action policy?

☐☐

Does the organization have policies and procedures to address personnel complaints?

☐☐

Does the organization have policies and procedures to address client complaints?

☐☐

Are Equal Opportunity posters displayed?

☐☐

Are there any staffing issues?

☐ YES☐ NO

If Yes, explain. \_\_\_\_\_

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Are there staff turnover concerns?

☐ YES☐ NO

If Yes, explain. \_\_\_\_\_

How many volunteers are working on the program? \_\_\_\_\_

Are volunteers trained as necessary?

☐ YES☐ NO

How are volunteer hours tracked? \_\_\_\_\_

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**X. OTHER INFORMATION**

In what areas are technical assistance/training needed? \_\_\_\_\_

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# GLOUCESTER COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT FINANCIAL MONITORING FORM

## I. PROGRAM INFORMATION

Date of Visit:	_____	
Contract Period:	_____	Contract Amount: _____
Program Name/#:	_____	
Subrecipient Name:	_____	
Subrecipient Staff Interviewed: Name/Title		Responsibilities
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
Evaluator Name:	_____	
Signature of Evaluator:	_____	Date: _____

## II. FINANCES

Total amount budgeted for this program year: \_\_\_\_\_

Total amount expended through quarter ending \_\_\_\_\_: \_\_\_\_\_

Total amount of CDBG disbursements through quarter ending \_\_\_\_\_: \_\_\_\_\_

Timely submission of demands ☐ YES ☐ NO If No, explain. \_\_\_\_\_

Funding Sources:

Source/Budget

Awarded/Received

- |          |       |
|----------|-------|
| 1. _____ | _____ |
| 2. _____ | _____ |
| 3. _____ | _____ |
| 4. _____ | _____ |

Verify funds awarded/received to income statement/award letters: \_\_\_\_\_

### III. GENERAL ACCOUNTING PROCEDURES AND INTERNAL CONTROLS

YES NO

1. Are budgets compared to actual expenses/revenues during the year? ☐ YES ☐ NO
2. Are significant variances from the budget researched and explained? ☐ YES ☐ NO
3. Are assets properly safeguarded (e.g. checkbook/receipts locked-up with limited access)? ☐ YES ☐ NO
4. Are receipts logged at the time mail is opened? ☐ YES ☐ NO
5. Who deposits receipts into the bank? \_\_\_\_\_
6. Who compares the deposits to the log of receipts? \_\_\_\_\_
7. Who posts the receipts into the accounting system? \_\_\_\_\_
8. Who approves invoices for payment? \_\_\_\_\_
9. Who codes the invoice/check request for program and funding source? \_\_\_\_\_
10. Who prepares the checks? \_\_\_\_\_
11. Who signs the checks? 12. Who mails the checks? \_\_\_\_\_
13. Who posts the disbursements into the accounting system? \_\_\_\_\_
14. Who is primarily responsible for program accounting? \_\_\_\_\_
15. Are bank accounts reconciled timely and reviewed by an independent person? ☐ YES ☐ NO
16. Are timesheets signed by the employee and supervisor? ☐ YES ☐ NO
17. Are functional timesheets used (e.g. hours worked each day broken-out by program)? ☐ YES ☐ NO
18. Is there an accounting procedure manual? Is it up to date? ☐ YES ☐ NO
19. Are fees charged for services? ☐ YES ☐ NO
20. Is program income generated? Is it properly reported? ☐ YES ☐ NO
21. Are outstanding audit findings resolved? ☐ YES ☐ NO
22. Are employee taxes paid? ☐ YES ☐ NO

#### IV. TESTING OF EXPENSES REIMBURSED

- a. On a sample basis, trace checks referenced on the demand operating expense summaries to the paid checks in order to verify proof of payment.
- b. On a sample basis, trace employee hours/expenses claimed for reimbursement, as shown on the demand personnel expense summaries, to the supporting source documentation (e.g. employee timesheets/payroll registers).
- c. Verify the accuracy of employee hourly/billable rates on the demand personnel expense summaries by recalculating the hourly rates using the payroll registers.
- d. For those programs that are reimbursed for indirect costs, review the indirect cost allocation plan that is used to calculate the indirect cost rate to verify it is in compliance with OMB Circular A-122.

For those agencies that receive a HUD approved indirect cost rate, verify that indirect costs reimbursed were calculated in accordance with the HUD approved indirect cost rate agreement. This is in lieu of the procedure referred to above.

## V. COMMENTS

[illegible]

**EXHIBIT 5**

**LEASE AGREEMENT**

[Add if applicable]

**EXHIBIT 6**

**PROPERTY USE REQUIREMENTS**

[Add if Applicable]