

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. OCDP 14-1028-11

Date of Adoption OCTOBER 28, 2014

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

Legislative Research Officer

PRESENTED BY COUNCIL MEMBER

JONES

SECONDED BY

BURGESS

IRVINGTON PUBLIC LIBRARY

WHEREAS, the Township of Irvington is a recipient of 2014-2015 Community Development Block Grant (CDBG) Program funds administered by the U.S. Department of Housing and Urban Development; and

WHEREAS, the Township of Irvington wishes to award CDBG grant funds in the amount of **\$30,000.00** to **IRVINGTON PUBLIC LIBRARY**, a public facility in the Township of Irvington, State of New Jersey with principal offices at **5 CIVIC SQUARE, IRVINGTON, NEW JERSEY 07111** for the provision of community 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 **\$30,000.00** with the **IRVINGTON PUBLIC LIBRARY** 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 **IRVINGTON PUBLIC LIBRARY**, for replacement of electrical breaker serving HVAC system and remove and replace asbestos tiles in hallways and staff offices.

2. Pursuant to N.J.A.C. 5:34-5.2, the required certificate of Availability of Funds No. **C4-00272** in the amount of **\$30,000.00** for the above has been obtained from the Acting Chief Financial Officer of the Township of Irvington. The appropriation to be charged for this expenditure is Account No. **T-21-41-850-15D-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					JONES, 2ND VICEPRESIDENT				
COX	X				LYONS	X			
HUDLEY	X				FREDERIC, PRESIDENT	X			
INMAN	X								

PRESIDENT OF COUNCIL

MUNICIPAL CLERK

DATE OCT 28, 2014

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

DATE OCT. 28, 2014

BA ☐ BLDG ☐ CFO ☒ COURT ☐ DHS ☐ DHW ☐ DPW ☐ ENG ☐ FIRE ☐ INIC ☐ JUDGE ☐ LIBR ☐ LICEN ☐ LEGAL ☐ MAYOR ☐ OCDP~DIR ☒ OCDP~AD ☐ P&R ☐ PAYROLL ☐ POL~DIR ☐ POL~CF ☐ PURCH ☒ SEC~PB/BA ☐ TAX ☒ TAX~AS ☐ TAX~COL ☐ TRAFFIC ☐ UEZ ☐ ZONING~OFF ☐ DLGS ☐ GNCD ☐ OTHER(S): _____

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: 10/28/14
Resolution Number: C4-00272

Vendor: IRVING15 IRVINGTON PUBLIC LIBRARY
CIVIC SQUARE
IRVINGTON, NJ 0711

Contract: C4-00272 2014-2015 CDBG FUNDING
FACILITY RENOVATIONS - REPLACE
BREAKERS & ASBESTOS TILES

Account Number	Amount	Department Description
T-21-41-850-15D-802	30,000.00	HUD GRANTS
Total	30,000.00	

only amounts for the 2014 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

AGREEMENT
2014-2015

IRVINGTON PUBLIC LIBRARY

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 **IRVINGTON PUBLIC LIBRARY** a public facility in the Township of Irvington, State of New Jersey with principal offices at **5 CIVIC SQUARE, IRVINGTON, NEW JERSEY 07111**, 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 facility improvements** in the Township of Irvington, most of whom are low and moderate-income residents; and

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

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

WHEREAS, the Township Council adopted a resolution on **October 27, 2014** which authorizes **Thirty Thousand Dollars (\$30,000.00)** in CDBG Funds to be disbursed to the sub-recipient to finance necessary staff and office operating expenses required for the provision of **replacing electrical breakers serving the HVAC system and remove and replace asbestos tiles in hallways and staff offices** which services are to be performed at the **IRVINGTON PUBLIC LIBRARY** Irvington, New Jersey 07111, as described below in Article 2.

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

1. Term of Contract

This contract shall cover services to be rendered by the sub-recipient during the period of **July 1, 2014 through June 30, 2015** 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 facility improvements:

- **Replace electrical breakers serving the HVAC system**
- **Remove and replace asbestos tiles in hallways and staff offices**

3. Compensation and Budget

The Township will provide the sub-recipient with **THIRTY THOUSAND DOLLARS (\$30,000.00)** in CDBG funds for the term of this Agreement, for the performance of services as specified above in Article 2. All costs incurred by or on behalf of the sub-recipient which are to be funded by CDBG funds shall be in accordance with a budget approved by the Township, which is incorporated into this Agreement as Attachment A. This budget may only be amended by written consent of both parties, in conformance with CDBG regulations.

4. Method of Payment

The Township shall make one (1) disbursement to the sub-recipient under this Agreement, with such funds to provide for staff, supplies and operating expenses incurred by the sub-recipient during the contract time period. Payment shall be made in the amount of **THIRTY THOUSAND HUNDRED DOLLARS (\$30,000.00)**.

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

5. Intended Beneficiaries

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

6. Performance Schedule

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

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

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

8. Record-Keeping Responsibilities – 24 CFR 570.506

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

- a. Monthly progress reports to the Township which describes program activities and summarize the numbers of persons served by Census Tract, sex and race, in a format acceptable to the Township, in order to document that most activities serve residents located in predominantly low/moderate-income neighborhoods.
- b. Time sheets and attendance records of any staff or personnel funded under this Agreement.
- c. All financial, auditing, bookkeeping and accounting documents that pertain in whole or in part to this Agreement, shall conform to the federal Standards for financial Management Systems contained in Attachment F of OMB Circular A-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. Any real property under the sub-recipient's control that has been acquired or improved in whole or in part with CDBG funds in excess of \$25,000.00 is subject to the provisions of CDBG regulations contained in 24 CFR 570.503 (b) (8), relating to real property disposition.

15. Equal Employment Opportunities – 24 CFR 570.607

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

16. Prohibition of Political and Lobbying Activity

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

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

17. Modification of Agreement

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

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

Harold E. Wiener, Township Clerk

Tony R. Vauss, Mayor

IRVINGTON PUBLIC LIBRARY

Wayne Bradley, Director
Community Development & Planning

Joan E. Whitaker, Director