



Township Council
1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtwpnj.com>

Meeting: 10/07/13 07:00 PM

2013 RESOLUTION AGREEMENTS

PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE AND APPROPRIATION IN THE BUDGET CHAPTER 159/7

WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any municipality when such item shall have been made available by law and the amount thereof was not determined at the time of the adoption of the budget; and

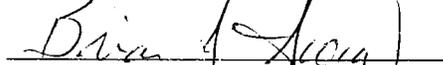
WHEREAS, said Director may also approve the insertion of any items of appropriation for equal amount; and

WHEREAS, after the 2013 budget was adopted, the Township of Bloomfield became informed of the availability of revenue in the amount of \$119,016.00 from the Essex County Division of Training and Employment for Hurricane Sandy Disaster (NEG) - Account # 3-01-08-364-000.

NOW, THEREFORE, BE IT RESOLVED, that the Mayor and Council authorizes the Township Administrator to execute any documents necessary to receive the \$119,016.00 grant for Disaster Temporary Job NEG; and

BE IT FURTHER RESOLVED, that the Township of Bloomfield hereby requests the Director of the Division of Local Government Services to approve the insertion of an item of revenue in the Budget of the year 2013 in the sum of \$119,016.00 as an anticipated revenue from Essex County Division of Training and Employment - Account # 3-01-08-364-000.

APPROVED AS TO FORM AND PROCEDURE
ON BASIS OF FACTS SET FORTH


Director of Law - Township Attorney

BE IT FURTHER RESOLVED, that a like sum of \$119,016.00 be and the same is hereby appropriated under the Budget of the Township of Bloomfield for FY 2013 NEG Grant - Account #3-01-40-364-000; and

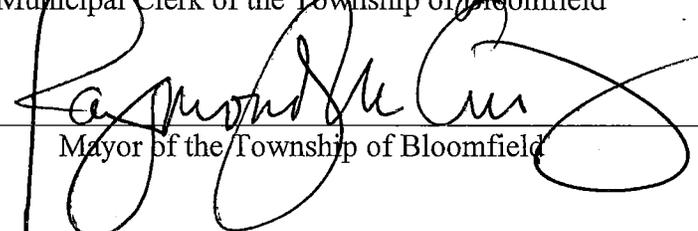
BE IT FURTHER RESOLVED, that two (2) certified copies of this resolution be filed with the Director of the Division of Local Government Services, Department of Community Affairs.

* * * * *

I hereby certify that the above resolution was duly adopted by the Mayor and Council of the Township of Bloomfield at a meeting of said Township Council held on October 07, 2013.



 Municipal Clerk of the Township of Bloomfield



 Mayor of the Township of Bloomfield

✓ Vote Record - Resolution 3023						
		Yes/Aye	No/Nay	Abstain	Absent	
<input checked="" type="checkbox"/> Adopted						
<input type="checkbox"/> Adopted as Amended						
<input type="checkbox"/> Defeated						
<input type="checkbox"/> Withdrawn						
<input type="checkbox"/> Tabled						
<input type="checkbox"/> Approved						
<input type="checkbox"/> Approved by Consensus						
<input type="checkbox"/> Not Discussed						
<input type="checkbox"/> Tabled with No Vote						
<input type="checkbox"/> Discussed						
<input type="checkbox"/> Veto by Mayor						
<input type="checkbox"/> Approved No Vote						
	Elias N. Chalet	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	Nicholas Joanow	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	Carlos Bernard	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	Michael J. Venezia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	Peggy O'Boyle Dunigan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>
	Bernard Hamilton	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	Raymond J. McCarthy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>



ESSEX COUNTY HURRICANE SANDY DISASTER TEMPORARY JOB NEG AGREEMENT

Essex County Division of Training and Employment 50 South Clinton Street 2 nd Floor East Orange, New Jersey 07018	MUNICIPAL EMPLOYER: Township of Bloomfield 1 Municipal Plaza – Room 209 Bloomfield, NJ 07003
	TOTAL CONTRACT AMOUNT: \$ 119, 016.00

This agreement represents a Hurricane SANDY Disaster NEG Contract entered into by the Essex County Division of Training and Employment, hereinafter referred to as the NEG Provider and **Township of Bloomfield**, hereinafter referred to as the Employer. The Employer agrees to participate in the NEG program in accordance with the provisions of this agreement as specified in the attachments and in conformance with the rules and regulations of the Workforce Investment Act (WIA), New Jersey Department of Labor and such general and specific assurances that apply. The employer and NEG provider may terminate the contract at any time upon ten (10) days written notice. The NEG contract will be completed by the NEG provider and presented to the employer separately before start of employment of candidate is hired.

County of Essex or its agents does not in any way guarantee the referral of any participants to the Employer during the term of this agreement. In the event that such a referral is made, the Employer agrees to operate the program in accordance with the General Provisions contained herein and made a part hereof.

The Employer shall not be entitled to nor make any claim for payment based solely upon this Agreement. Payment shall only be made for participants referred and employed after the execution of the Contract and subject to the availability of funds. The County shall make no minimum or advance payment to the Employer.

The term of this General Agreement shall be from the date of execution through **January 29, 2014**. Financial reimbursement for the employment of each individual participant shall not exceed **\$14, 877.00** and or 6 months/26 weeks.

- A. TYPE OF PROGRAM: **HURRICANE SANDY DISASTER NATIONAL EMERGENCY GRANT (NEG)**
- B. TYPE OF AGREEMENT **COST REIMBURSEMENT**
- C. COST CATEGORY **DISASTER TEMPORARY JOB NEG**
- D. NEG TRAINING SITE - NAME: **Township of Bloomfield**
COMPLETE ADDRESS: **1 Municipal Plaza – Room 209, Bloomfield, NJ 07003**
- E. CONTACT PERSON - NAME: **Anthony Nesto** TITLE: **DPW Director**
Ted Ehrenburg TITLE: **Township Administrator**
- F. TELEPHONE NUMBER: **(973) 680-4006 / (973) 680-4004** FAX NUMBER: **(973) 680-0134**
- G. E-MAIL ADDRESS: **Anesto@bloomfieldtwpnj.com/ tehrenburg@bloomfieldtwpnj.com**
- H. TOTAL # OF PARTICIPANTS: **8** TOTAL COST OF CONTRACT: **\$119, 016.00**
- I. WEBSITE: _____

J. EMPLOYER'S PRODUCT/SERVICE: Municipal Government

SCOPE OF SERVICES

Under the provisions of this Agreement:

The purpose of the program is to provide temporary employment on projects for the clean-up, demolition, repair, renovation and reconstruction of destroyed public structures, facilities and lands within the affected communities. In addition, funds may be used to provide temporary employment in humanitarian assistance jobs (e.g. distribution of food, clothing, shelter and other types of humanitarian assistance for disaster victims).

General Terms and Conditions

AGREEMENT PURPOSE

The purpose of this agreement is to establish the general terms and conditions under which the County of Essex may refer individual unemployed participants ("the WORKER") to the Employer to enable the participants to take part in an NEG as that term is defined under the Workforce Investment Act.

FISCAL

1. Documentation for reimbursement must be on municipality's letter head and submitted to the County or its authorized agent on a monthly basis. After review and approval, payment to the Employer shall be in accordance with the Essex County Division of Training and Employment's standard policies and procedures and shall be subject to the filing, by Employer, of duly approved County voucher forms. In no event shall the total reimbursement exceed the percentage rate indicated above, which shall be all inclusive. The Employer agrees and understands that no claims for any other expenses shall be billed or paid.

This Contract, as well as, all payments is subject to available funds.

Table of breakdown of maximum financial reimbursement per participant

Participant Wages	Fringe Benefits	Supportive Services	Total
\$10,976.00	\$3,291.00	\$ 610.00	\$14,877.00

2. Employer agrees to provide adequate time and attendance, payroll, and other records to support amounts reimbursed under the NEG contract.
3. Employer agrees that records which are directly related to the NEG contract are subject to review, monitoring, and audit by the NEG Provider, the State and/or the federal government, at any time and without prior notice to the employer.
4. The employer shall assume all responsibility for his/her actions and those of anyone else working for him/her while engaged in any activity connected with this contract. Certificates of liability and workers compensation insurance, satisfactory to the County, shall be filed with the County before the contract is signed. All insurance shall indemnify and save harmless the County, its employees, and agents.

The County of Essex shall be listed as an additional insured on all policies of insurance, including any applicable umbrella or excess policies, and the Certificate of Insurance shall so indicate. The minimum amounts of insurance, to be carried by the successful contractor, shall be underwritten by companies as follows:

Workmen's Compensation, Employer's Liability Insurance and Unemployment Insurance -The employer shall take out and maintain during the life of this contract adequate workers compensation and employer's liability insurance in the statutory amount for all employees employed in connection with the work. The participant will be able to apply for Unemployment Insurance after working under this grant. The municipality is responsible to pay

into UI benefits because they are the participants' last employer of record. Each participant for each temporary employee, we are providing \$3,291.00 for fringe benefits, which includes paying UI and Worker's Comp rates.

5. The Employer agrees to retain all books, records, and other documents relevant to this Agreement for six years after the final payment or termination of this Agreement, whichever is later.

EMPLOYER ASSURANCES

- 6. If the NEG is provided to one of the Employer's current employees, the Employer verifies that the NEG will relate to the introduction of new technologies, introduction to new production or service procedures, or is an upgrade to a new job that requires additional skills, and that the NEG position will provide the NEG WORKER with additional wages, hours or benefits
- 7. Employer agrees that wage and labor standards will be adhered to and to pay the NEG WORKER at the same rates, including increases, and benefits as WORKERS or employees who are situated in similar jobs. Such rates shall be in accordance with applicable law, but in on event less than the higher rated specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 or the applicable state or local minimum way law. WIA sect. 181(a)(1)(A)
- 8. Conditions of employment and training will be in full accordance with all applicable federal, state, and local laws and ordinances (including but not limited to anti-discrimination, labor and employment laws, environmental laws or health and safety laws). 29 CFR 37.38(b)
- 9. Employer certifies that the NEG will not impair existing agreements for services or collective bargaining agreements and that either it has the concurrence of the appropriate labor organization as to the design and conduct of an NEG, or it has no collective bargaining agreement with a labor organization that covers the NEG position.
- 10. Employer assures that it has not been debarred or suspended in regard to federal funding. 29 CFR Part 98
- 11. Employer further assures that NEG funds will not be used to assist, promote or deter union organizing. 20 CFR 663.730
- 12. Employer certifies that no member of the NEG WORKER's immediate family is engaged in an administrative capacity for the Employer, or will directly supervise the NEG WORKER. For the purpose of this contract, immediate family is defined as spouse, children, parents, grandparents, grandchildren, brothers, sisters or person bearing the same relationship to the NEG WORKER's spouse. 20 CFR 667.200(g)
- 13. Employer assures that the NEG WORKER(s) will not be employed to carry out the construction, operation or maintenance of any part of a facility that is used or to be used for sectarian instruction or as a place for religious worship. 29 CFR 37.6(F)
- 14. Employer assures that the NEG WORKER has not been hired into or will remain working in any position when any other person is on layoff from the same or a substantially equivalent job within the same organizational unit or has been bumped and has recall rights to that position, nor if the NEG is created in a promotional line that infringes on opportunities of current employees. 20 CFR 667.270

Authorized Signatures:

Employer: *Bob M. Greenberg* Date: 9/16/13
Division Director: *Julene Hunnaker* Date: 9-27-13
(County of Essex)