

10(4)



Township Council

1 Municipal Plaza
Bloomfield, NJ 07003

Louise M. Palagano
Municipal Clerk

<http://www.bloomfieldtpnj.com>

Meeting: 06/04/12 07:00 PM

2012 RESOLUTION GRANT AGREEMENTS

SPECIAL NEEDS PROGRAM

WHEREAS, the Township of Bloomfield desires to apply for and obtain a grant from the New Jersey Department of Community Affairs, (hereinafter "Department") for approximately \$20,000 to carry out a project to provide a special recreation program for developmentally disabled individuals ages four through adult called the Township of Bloomfield Special Needs Program; and

WHEREAS, the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey does hereby authorize the Mayor and/or the Township Administrator or his designee to apply for such grant; and

WHEREAS, the Township recognizes that any grant may be in a lesser or greater amount, and therefore, upon receipt of the grant agreement from the Department, the Mayor and Council authorizes the execution notwithstanding the award amount; and

WHEREAS, upon receipt of the fully executed agreement from the Department, the Township does further authorize the expenditure of funds pursuant to the terms of the agreement between the Township and the Department.

NOW, THEREFORE, BE IT RESOLVED, by the Mayor and Council of the Township of Bloomfield, County of Essex, State of New Jersey that the Mayor and or Township Administrator or his designee are authorized to sign the application, the contract and any other documents necessary in connection herewith to see that the intent of this resolution is carried out.

* * * * *

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

[Signature]
Director of Law - Township Attorney

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 June 04, 2012.

Louise P. Collyers

Municipal Clerk of the Township of Bloomfield

Raymond Dunigan

Mayor of the Township of Bloomfield

| ✓ Vote Record - Resolution 1846 | | 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 | | | | |
| | Elias 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 Venezia | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| | Peggy O'Boyle Dunigan | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Bernard Hamilton | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| | Raymond McCarthy | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Clerks of



State of New Jersey
DEPARTMENT OF COMMUNITY AFFAIRS
101 SOUTH BROAD STREET
PO Box 806
TRENTON, NJ 08625-0806

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

RICHARD E. CONSTABLE, III
Commissioner

September 13, 2012

The Honorable Raymond McCarthy
Mayor
Bloomfield Town Township
Law Enforcement Building
One Municipal Plaza
Bloomfield, New Jersey 07003-3470

RE: Recreational Opportunities for Individuals with
Disabilities
GA# 12-0363-00 Amt. \$8,750.00
Acct. # 12-100-022-8050-035-F157-6120

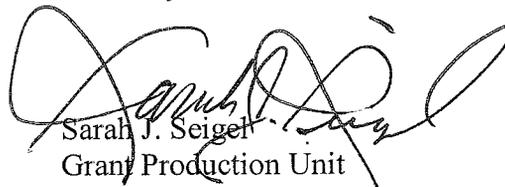
Dear Mayor McCarthy:

Enclosed is the executed copy of your Grant Agreement with the Department of Community Affairs. For instructions regarding future reporting and payment procedures as provided by the grant agreement, please contact:

Patricia Swartz
Supervisor
Community Service Block Grant
Department of Community Affairs
Division of Community Resources, 5th floor
101 South Broad Street
P.O. Box 811
Trenton, NJ 08625-0811

If you have any questions, please do not hesitate to contact Ms. Swartz at (609) 984-6654.

Sincerely,


Sarah J. Seigel
Grant Production Unit

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GRANT/LOAN AGREEMENT

BETWEEN THE

STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS

AND

Township of Bloomfield Town

GRANT/LOAN AGREEMENT NUMBER: 2012-05157-0363-00

PROGRAM NAME: Recreational Opportunities for Individuals with Disabilities 2012

A grant/loan contractual agreement with the New Jersey Department of Community Affairs is composed of two major parts: the General Terms and Conditions for Administering a Grant/Loan and the individual Grant/Loan Agreement document which includes the cover page, the signature page, the Agreement Data Sheet and the following sections:

- A. Specific Terms and Conditions;
- B. Agreement Budget;
- C. Work Plan; and
- D. Program Provisions.

By signature on this Grant/Loan Agreement, the above-named Recipient agrees to the specific provisions stated in the four sections of this Grant/Loan Agreement. In addition, the Recipient agrees to comply with all provisions of the State of New Jersey, Department of Community Affairs, General Terms and Conditions for Administering a Grant/Loan - Issue Date: February, 1998. The General Terms and Conditions for Administering a Grant/Loan are incorporated in this Grant/Loan Agreement by reference. The Recipient hereby acknowledges receipt of the General Terms and Conditions for Administering a Grant/Loan document or understands that a copy of the General Terms and Conditions for Administering a Grant/Loan may be obtained upon request to the Division funding this grant and/or loan.

RECIPIENT AND DEPARTMENT AUTHORIZED SIGNATURES

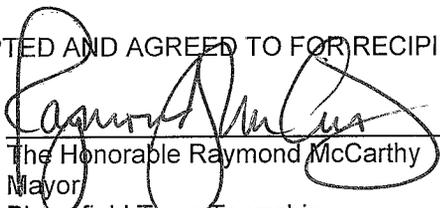
The Recipient named below agrees to perform the services as described in the Scope of Services, Section C. of this Grant/Loan Agreement. The provisions of this Grant/Loan Agreement, as well as the provisions of the General Terms and Conditions for Administering a Grant/Loan, incorporated into this agreement by reference, including any subsequent amendments, shall constitute the terms and conditions of the agreement between the New Jersey Department of Community Affairs and the Recipient.

If this Grant/Loan Agreement including the General Terms and Conditions for Administering a Grant/Loan correctly states the Recipient's understanding of the terms and conditions of this award from the New Jersey Department of Community Affairs, please indicate concurrence with these terms and conditions by having the appropriate officer sign as ACCEPTED AND AGREED below and return it to the Department.

FOR RECIPIENT USE ONLY:

ACCEPTED AND AGREED TO FOR RECIPIENT:

BY:


The Honorable Raymond McCarthy
Mayor
Bloomfield Town Township

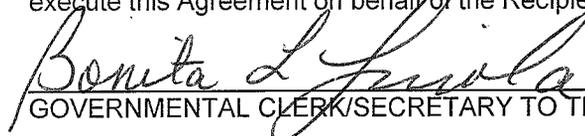
DATE:

8/2/12

CERTIFICATION:

I certify that the above signature is that of the person authorized to execute this Agreement on behalf of the Recipient.

BY:


GOVERNMENTAL CLERK/SECRETARY TO THE BOARD

DATE:

8/2/12

FOR STATE DEPARTMENT USE ONLY:

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS COUNTERSIGNED:

BY:


Richard E. Constable, III, Commissioner
New Jersey Department of Community Affairs

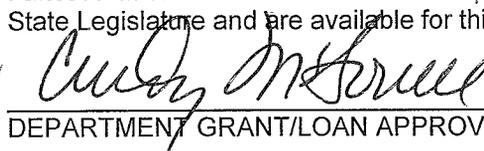
DATE:

9.7.12

DEPARTMENT GRANT/LOAN APPROVAL OFFICER CERTIFICATION:

I attest that sufficient funds have been appropriated by the State Legislature and are available for this grant/loan award.

BY:


DEPARTMENT GRANT/LOAN APPROVAL OFFICER

DATE:

9/5/12

AGREEMENT DATA SHEET

(X) GRANT () LOAN

PROJECT INFORMATION

FUNDING PROGRAM NAME:

Recreational Opportunities for Individuals with Disabilities
2012

PROJECT TITLE:
SERVICE AREA(S):

Township of Bloomfield Special Needs Program
Township of Bloomfield Town

RECIPIENT INFORMATION

AGENCY NAME:
ADDRESS:

Township of Bloomfield Town
Law Enforcement Building
One Municipal Plaza
Bloomfield, New Jersey 07003-3470

CHIEF FINANCIAL OFFICER:
VENDOR ID #
TELEPHONE NUMBER:
CHARITIES REGISTRATION #:
(Nonprofit Agencies Only)

Mr. Robert Renna
226001664-99
(973) 680-4077
EX0000000

STATE INFORMATION

DEPARTMENT:
DIVISION:
ADDRESS:

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
Division of Housing and Community Resources
101 South Broad Street, 5th Floor
PO Box 806
Trenton, NJ 08625-0806

CONTACT PERSON:
TELEPHONE NUMBER:

Patricia Swartz
(609) 984-6654

FUNDING AMOUNT AND SOURCE OF FUNDS

| | <u>ACCOUNT NUMBER</u> | <u>AMOUNT</u> | <u>CFDA #</u> |
|--------------------|---------------------------------|--------------------|---------------|
| 1 (State Funds) | 2012-100-022-8050-035-F157-6120 | \$8,750.00 | |
| SUBTOTAL | | \$8,750.00 | |
| OTHER FUNDS | | \$1,750.00 | |
| TOTAL | | \$10,500.00 | |

GRANT/LOAN AWARD PERIOD

GRANT/LOAN AWARD PERIOD:
LENGTH OF AWARD PERIOD:
LIQUIDATION OF OBLIGATIONS MUST BE MADE BY:

January 01, 2012 THROUGH: June 30, 2012
0 Year, 6 Months
September 28, 2012

PURPOSE OF GRANT/LOAN

This award will provide funding to support year-round recreational activities emphasizing social interaction, community involvement, and integration for Bloomfield's residents with developmental disabilities.

Section A SPECIFIC TERMS AND CONDITIONS

By virtue of the execution of the Grant/Loan Agreement, the Recipient agrees that all of the terms and conditions set forth in the General Terms and Conditions for Administering a Grant/Loan are incorporated herein. The specific Grant/Loan Agreement provisions are detailed as follows:

1. BONDING AND INSURANCE

Fidelity Bonding:

- Fidelity Bonding with the limit of liability of at least 0.00 shall be maintained by the Recipient until all financial transactions under this Grant/Loan Agreement are completed.
- No Fidelity Bonding shall be required.

Insurance(s):

The Department must be provided with current certificates of insurance for all coverage and renewals thereof which must contain the provision that the insurance provided in the certificate shall not be cancelled for any reason except after 30 days written notice to the New Jersey Department of Community Affairs.

- Comprehensive General Liability policy as broad as the standard coverage form currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall include an endorsement (broad form) for contractual liability and shall include the State of New Jersey as a named insured. Limits of liability shall not be less than \$1 million per occurrence for bodily injury liability and property damage liability.
- Comprehensive Automobile Liability policy covering owned, non-owned, and hired vehicles with minimum limits of \$1 million per occurrence for bodily injury liability and property damage liability.
- Workers' Compensation Insurance applicable to laws of the State of New Jersey and Employers' Liability insurance with a limit of not less than \$100,000.
- Additional Insurance Coverage(s) required:
- No Additional Insurance shall be required.

2 METHOD OF PAYMENT

Advance Payment

- An Advancement of Funds in the amount of \$ shall be made.
- No Advancement of Funds shall be made.

Payment Type

Payments shall be made as indicated below:

- Reimbursement payments based on the actual rate of disbursement shall be made
 - Monthly
 - Quarterly
 - Other: Upon receipt of documented expenditures.
- Other:

Final Payment Withheld

- Final payment of \$0.00 shall be withheld pending receipt of final reports.
- No Final payment shall be withheld.
- Other:

3. BUDGET VARIANCE FLEXIBILITY

Variance of expenditures from budgeted amounts is permitted without a formal amendment to the Grant/Loan Agreement within the following limitations:

- There is no permitted budget flexibility variance between major budget cost categories.
- Within major budget cost categories, there is a maximum allowable budget line item flexibility of 10%. No individual line item expenditures may exceed the amount budgeted for that line item by an amount in excess of 10% of the budgeted amount.
- Under no circumstances may total expenditures exceed the total grant/loan award amount.

Expenditures that exceed these limitations must be authorized via a budget revision approved by the Department. Expenditures incurred that exceed the permitted budget variance flexibility prior to Departmental approval of a revised budget are at risk for being disallowed by the Department

4. PROJECT INCOME

Project income, if any, shall be:

- Added to project funds to further eligible program objectives; or
- Deducted from Recipient's payment request for allowable costs; or
- Used for the cost-sharing or matching requirement; or
- Returned to the Department.
- Not Applicable.

5. FINANCIAL AND PERFORMANCE REPORTING

Financial Reports - A Fiscal Monitoring Report comparing the Recipient's actual expenditures of the project with the approved Budget included in this Grant/Loan Agreement shall be submitted with each request for payment, except for advance funding, if any. The Fiscal Monitoring Report shall be certified by the Recipient's Chief Financial Officer and submitted to the Department with the State voucher requesting payment.

Performance Reports - A Performance report(s) indicating the progress of the project shall be submitted:

- Monthly
- Quarterly
- Annually
- Other: based upon progress and final reports

Final Report - A final report shall be submitted to the Department no later than 60 days after completion of the grant/loan award period or termination of this Grant/Loan Agreement. Extensions to reporting due dates may be granted upon written request to the Department.

6. AUDIT REQUIREMENTS

- Audit Required
- Audit Not Required. Recipient must submit to the Department supporting documentation for all grant/loan expenditures.

Audit Costs - The pro rata share of the cost of any required single audit or the cost of a program-specific audit, financial statement audit, or other limited scope audit shall be paid from funds:

- Provided for by this Grant/Loan Agreement.
- Provided by the Recipient from other funding sources.
- Not Applicable.

Additional Schedules - Additional schedules may be requested by the Department, if funding is made available to pay for such additional schedules.

- Additional Supplemental Schedules required as listed below:
- No Additional Supplemental Schedules required.

7. GRANT ADMINISTRATION AUTOMATION

The recipient acknowledges that this agreement is recorded within and administered utilizing DCA SAGE, the DCA *System for Administering Grants Electronically* (<https://njdcasage.state.nj.us/portal.asp>). The recipient agrees to establish SAGE access for recipient staff in sufficient quantity and with sufficient authority to fulfill the requirements of the SAGE system and to assign relevant staff to the SAGE system grant record corresponding to this grant agreement document.

SECTION B

Grant Number: 2012-05157-0363-00

Budget Detail

Bloomfield Town Township

| Budget Category | | Requested Funds |
|---------------------------------|--|-----------------|
| PROGRAM - Personnel | | |
| Salaries/Wages | | |
| Assistant Counselors | | \$6,000.00 |
| Minor Category Sub-Total | | \$6,000.00 |
| Major Category Sub-Total | | \$6,000.00 |
| PROGRAM - Purchased Services | | |
| Other | | |
| Special Services Consultant | | \$1,000.00 |
| Minor Category Sub-Total | | \$1,000.00 |
| Major Category Sub-Total | | \$1,000.00 |
| PROGRAM - Operating Cost | | |
| Consumables | | |
| SUPPLIES FOR PROGRAM ACTIVITIES | | \$1,750.00 |
| Minor Category Sub-Total | | \$1,750.00 |
| Major Category Sub-Total | | \$1,750.00 |
| Total | | \$8,750.00 |
| | | |
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Bloomfield Town Township 2012 Scope of Services

1. Bloomfield Town Township (hereafter the Grantee) shall administer and perform the obligations set forth in this grant agreement with the New Jersey Department of Community Affairs (hereafter the Department).
2. The Grantee shall use an amount not to exceed \$8,750 for a number of programs listed below .
- 3 Application #2012-05157-0064 by reference is hereby made part of this contract.
4. The Grantee shall maintain a program file containing copies of letters, memos, bulletins, announcements, newsletters, mailings and reports, on activities leading up to and including the recreation programs.
5. The Grantee shall maintain a list of all participants and activities funded under this contract. Total unduplicated participants in all programs shall be submitted. Total numbers served (can include same person counted more than once due to his/her participation in multiple activities) shall also be maintained.
6. The Grantee shall document compliance with each of the objectives identified in the application. The Grantee shall submit performance and financial reports as required in the contract detailing program accomplishments and an accounting of program expenses.
7. The Grantee shall submit a final report to the Department no later than 60 days after the ending date of the Grant Agreement. The final report should describe with sufficient detail the specific actions taken to achieve program objectives. A comparison of the program objectives and actual results also should be provided. All reports, manuals, training and program material produced shall be included.
8. The Department reserves the right to conduct observational site visits of any ROID-funded programs. The Grantee must communicate the dates, times, and locations of program activities to the Department prior to the occurrence of such events.
9. The Department reserves the right to conduct monitoring visits, if necessary, to review the progress of the program and to ensure that all applicable terms and conditions of the grant are being met.
10. In accordance with the Handicapped Recreational Opportunities Act of 1978 (NJSA:52:27D-174 b), each municipality or county receiving funds from the Recreational Opportunities for Individuals with Disabilities Program must provide matching funds equal to at least 20 percent of the amount of the grant. The Grantee will provide and document matching funds expenditures equal to 20 percent of the State grant award in their fiscal reports. In-kind local match is NOT allowed nor accepted. Local match expenditures must comply with allowable ROID grant costs (i.e. recreation related program expenditures).
11. The Grantee must receive pre-approval for all budget changes outside the 20 percent allowed flexibility. The Grantee must receive pre-approval for all changes to their scope of service and program. Failure to receive pre-approval may result in fiscal expenditures not being approved and reimbursed.
12. The Grantee shall designate an individual to administer the grant and serve as the liaison between the Grantee and the Department.
13. The Grantee shall hire consultant/professional services. Job descriptions, job announcements, and resumes of hired consultants and instructors shall available for review by the Department personnel.
14. The program has five components: • CARE Station after school program for children ages 6 - 12. • Project FAST after school/after work program for teenagers. • Friday Night Canteen social program for children from elementary school age to the young teenager. • Horizons Program adult social program. • Special Days for Special People special events and outings for participants of all ages.
15. Participants and their families will give positive ratings to 85% of program activities
16. A minimum of 240 people with disabilities will participate in recreation programs.
17. The Grantee shall evaluate the programs and have the evaluation tool and results available for review by the Department personnel.