

AGENDA

6:30 p.m. Wednesday, June 7, 2017

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

Changes to the Agenda

Approval of the regular meeting minutes from May 17, 2017.

- P-1 Proclamation recognizing Food Allergy Awareness week (May 15-19, 2017) (to be presented) (Jefferson)
- P-2 Certification recognizing Heer Singh as the winner of the 2017 Healthy Choices Campaign. (to be presented) (Jefferson)
- P-3 Best of Gloucester County Proclamations (previously presented) (Simmons)
- P-4 Proclamation recognizing May 2017 as Older Americans Month (previously presented) (Jefferson)
- P-5 Proclamation proclaiming the week of May 14-20, 2017 as National Prevention Week (previously presented) (Jefferson)
- P-6 Proclamation honoring Theresa Concordia's 100th Birthday on June 13, 2017 (previously presented) (Jefferson)
- P-7 Proclamation recognizing McGuinness Funeral Home in Washington Township on its 25th year in business 1992-2017 (previously presented) (Simmons)
- P-8 Proclamation in appreciation for your service to our country to Specialist 4 Adam R. Shakespeare (previously presented) (Chila)
- P-9 Proclamation in appreciation for your service to our country to Private First Class Michael V. Archey, Jr. (previously presented) (Chila)
- P-10 Proclamation in appreciation for your service to our county to Staff Sergeant Stardust Santiago (previously presented) (Chila)
- P-11 Proclamation in Recognition of Christopher Koller, Recipient 2017 Paulsboro High School Brotherhood Award on May 19, 2017 (previously presented) (Chila)

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion)

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER CHILA**

A-1 RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2017 BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

- SENIOR CITIZEN & DISABLED RESIDENT TRANSPORTATION ASSISTANCE PROGRAM - \$15,436.00 - These additional funds will be used to help fully fund this program. These funds were made available from prior year unspent funding. Funding for this program is based on casino revenue and distributed to the counties to help provide this much needed transportation for our seniors and disabled residents. This will bring the total funding up to \$467,099.00.
- MAIN ROAD CR555 FROM ROUTE 40 (HARDING HIGHWAY) TO TUCKAHOE ROAD CR557 - \$2,340,00.00 - This federal aid funding will be used for improvements on Main Road (CR555) from Harding Highway (US40) to Tuckahoe Road (CR557). Improvements will include milling and resurfacing, raised pavement markers and flashing intersection warning beacons.
- HURFFVILLE-GRENLOCH ROAD (CR635) IMPROVEMENTS FROM SKELLY LANE TO WOODBURY TURNERSVILLE ROAD (CR705) - \$700,000.00 - This federal aid funding will be used for improvements on Hurffville-Grenloch Road from Skelly Lane to Woodbury Turnersville Road. Improvements will include road resurfacing, new accessible ramps at intersections and removal and replacement of guiderail.

- GLOUCESTER COUNTY ROADWAY SAFETY IMPROVEMENTS - \$112,000.00 - This federal aid funding will provide for the installation of improved safety items including reflective pavement markings, reflective object markers, reflective roadway delineators, guide rail and other treatments that improve the overall safety and visibility of various roadways in the county.

A-2 RESOLUTION AUTHORIZING A CONTRACT WITH PENN BEHAVIORAL HEALTH CORPORATE SERVICES FROM JUNE 26, 2017 TO JUNE 25, 2018 IN AN AMOUNT NOT TO EXCEED \$25,000.00.

This Resolution authorizes a contract with Penn Behavioral Health Corporate Services for the provision of professional Employee Assistance to benefit County employees as per RFP #017-018 from June 26, 2017 to June 25, 2018 in an amount not to exceed \$25,000.00.

A-3 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT AND SERVICES FROM SOFTWARE HOUSE INTERNATIONAL CORP. THROUGH STATE CONTRACTS FROM JUNE 13, 2017 TO JUNE 12, 2018 IN AN AMOUNT NOT TO EXCEED \$250,000.00.

This Resolution authorizes the purchase of computer equipment and related services as needed by various County departments from Software House International Corp., 290 Davidson Avenue, Somerset, NJ 08873 from June 13, 2016 to June 12, 2017 in an amount not to exceed \$250,000.00, through State Contracts: #A89851 (NJ software license and related services); A#89980 (Panasonic); A#40166 (Microsoft Corporation-laptops and tablets only); A#87720 (Cisco Systems); A#40121 (Lenovo); and, A#89978 (Nimble Storage, Inc.). N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract without the need for public bidding.

A-4 RESOLUTION RATIFYING AND ACCEPTING A COLLECTIVE BARGAINING AGREEMENT WITH THE FOP #199 COUNTY OF GLOUCESTER CORRECTIONS SERGEANTS ASSOCIATION FROM JANUARY 1, 2016 TO DECEMBER 31, 2021.

This Resolution authorizes a collective bargaining agreement with the County of Gloucester Corrections Sergeants Association, Fraternal Order of Police, Lodge #199 (FOP 199). This agreement encompasses those employees of Gloucester County Department of Corrections holding titles represented by the FOP 199. The duration of the agreement is from January 1, 2016 to December 31, 2021.

**DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS**

**FREEHOLDER CHILA
FREEHOLDER SIMMONS**

B-1 RESOLUTION AUTHORIZING A REVISED MUTUAL AID AND ASSISTANCE AGREEMENT WITH PARTICIPATING UNITS.

On April 20, 2011 the County of Gloucester authorized and entered into the Gloucester County Mutual Aid and Assistant Agreement between participating units, which include but not limited to other municipalities, municipal police, emergency medical service or fire departments, volunteer fire companies or EMS organizations and/or fire districts to provide additional protection against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation damage or destruction to person and property, in those situations when outside aid and assistance is needed. It is deemed necessary to revise and renew the Gloucester County Mutual Aid and Assistant Agreement authorized on April 20, 2011.

B-2 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO BRIDGES COACHES, INC. DBA TAYLOR MADE AMBULANCES, FOR \$309,592.00.

Resolution authorizing the remounting of four (4) ambulances on 2017 E450 Chassis for use by the Gloucester County Department of Emergency Management EMS Division. The Purchasing Department sent out a bid request PD-017-025 and it is recommended that the contract be awarded to Bridges Coaches, Inc. dba Taylor Made Ambulances. C.A.F. #17-04049 has been obtained to certify funds.

B-3 RESOLUTION AUTHORIZING THE PURCHASE OF EIGHT PANASONIC CF-54 TOUGHBOOKS AND EIGHT CF-54 1200 WATT POWER SUPPLIES FROM WIRELESS C & E, INC., FOR \$20,880.00.

Resolution authorizing the purchase of eight (8) Panasonic CF-54 Toughbooks WIN7 with 8GB RAM/256SSD Drive, i5-6300U and eight (8) CF-54 1200 Watt Power Supplies from Wireless C & E, Inc., for \$20,880.00, through State Contract #A89980. The Department of Emergency Response has a need to purchase the products for use by the Prosecutor's Office and the Sheriff's Department. C.A.F. #17-04113 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS****FREEHOLDER SIMMONS
FREEHOLDER CHRISTY****C-1 RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01 WITH NJ DEPARTMENT OF TRANSPORTATION TO INCREASE FUNDING BY \$69,000.00.**

This Resolution authorizes and approves an Agreement Modification #01 Increase by \$69,000.00 for the Funds Exchange Program (TTF) Cost Reimbursement Agreement with the State of New Jersey for an amount of \$612,000.00 for Roadway Safety Projects in Various Municipalities throughout the County of Gloucester, Engineering Project 16-13FA, Agreement No. 2017-DT-BLA-FEP-428.

C-2 RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #05-FINAL WITH JPC GROUP, INC.

This Resolution will authorize a Contract Change Order Increase #05-Final with JPC Group, Inc. in the amount of \$102,916.90 for the project "Gloucester County Bridge Rehabilitation & Maintenance Project at Ten (10) Locations Throughout the County of Gloucester," Engineering Project #13-10SA. This increase is for final as-built quantities and supplemental item S-16, resulting in a new contract amount of \$2,364,974.53. CAF# 15-09769 has been obtained to certify funds.

C-3 RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #01 WITH SOUTH STATE, INC.

This Resolution will authorize a Contract Change Order Increase #01 with South State Inc. in the amount of \$15,000.00 for the project "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations throughout Gloucester County", Engineering Project #17-07. This increase is necessary to perform maintenance repairs on existing drainage structures, resulting in a new contract amount of \$248,000.00. CAF# 17-01662 has been obtained to certify funds.

C-4 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2017 KUBOTA TRACTORS FROM CHERRY VALLEY TRACTOR SALES FOR A TOTAL AMOUNT OF \$35,504.00.

This Resolution authorizes the purchase of two (2) Kubota Tractors RTV-X1120D with a Low-Pro 300W spreader, plow, canopy and windshield as per PD-17-027 for a total amount of \$35,504.00. CAF #17-04300 has been obtained to certify funds.

C-5 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2018 CHEVROLET IMPALA VEHICLES FROM HERTRICH FLEET SERVICES, INC. THROUGH STATE CONTRACT FOR A TOTAL OF \$41,368.00.

This Resolution will authorize the purchase two (2) 2018 Chevrolet Impala LS, manufacturer's body code 1WF19 with 1 FL package, full-size, 4-door sedans through State Contract A86922 at \$20,684.00 for each vehicle, for a total amount of \$41,368.00 certified through CAF #17-04035.

C-6 RESOLUTION AUTHORIZING PAYMENT TO THE DELAWARE VALLEY REGIONAL PLANNING COMMISSION FOR GLOUCESTER COUNTY'S SHARE OF THE FISCAL YEAR 2017 PLANNING PROGRAM IN THE TOTAL AMOUNT OF \$39,843.00.

This Resolution authorizes the annual payment to the Delaware Valley Regional Planning Commission to cover Gloucester County's financial contribution to the operation of DVRPC as a member government. This amount covers the County's proportionate share of costs not covered by grants or other revenues. The payment assures a continuing comprehensive program of regional planning, highway and transit programming and technical assistance. C.A.F. #17-04418 has been obtained to certify funds.

C-7 RESOLUTION AUTHORIZING THE SUBMISSION OF A NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT APPLICATION FOR THE GLOUCESTER COUNTY WASTEWATER MANAGEMENT PLAN IN THE AMOUNT OF \$275,000.00.

Resolution authorizing the submission of a Grant application to the NJDEP for a Wastewater Management Plan in the amount of \$275,000.00.

DEPARTMENT OF EDUCATION**FREEHOLDER BARNES
FREEHOLDER JEFFERSON****D-1 RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) TRAILER WITH PUMP OFF SYSTEM FROM PEMBERTON FABRICATORS, INC., FOR \$19,850.00**

Resolution authorizing a purchase from Pemberton Fabricators, Inc. for one (1) trailer with pump off system for use by the Department of Weights and Measures. The Purchasing Department sent out a bid request PD-017-028 and it is recommended that the contract be awarded to Pemberton Fabricators, Inc. C.A.F. #17-04175 has been obtained to certify funds.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER DIMARCO
FREEHOLDER CHILA**

E-1 RESOLUTION AUTHORIZING A CONTRACT WITH EZ DOCKS UNLIMITED, FROM JUNE 7, 2017 TO JUNE 6, 2018 FOR \$41,164.88.

This Resolution awards a negotiated contract with EZ Docks Unlimited, 259A Route 36, Middletown, NJ 07748 for the purchase and installation of an ADA complaint "EZ Launch" System for Canoes and Kayaks at Scotland Run Park in Clayton, NJ. At bid opening on May 11, 2017, it was determined all bids received were over-budget; necessitating a negotiated agreement with Contractor for services described in specification PD-017-026, for \$41,164.88.

E-2 RESOLUTION AUTHORIZING A CONTRACT WITH EZ DOCKS UNLIMITED, FROM JUNE 7, 2017 TO JUNE 6, 2018 FOR \$46,504.55.

This Resolution awards a negotiated contract with EZ Docks Unlimited, 259A Route 36, Middletown, NJ 07748 for the purchase and installation of an ADA complaint "EZ Dock" Platform System at Scotland Run Park in Clayton, NJ. At bid opening on May 18, 2017, it was determined all bids received were over-budget; necessitating a negotiated agreement with Contractor for services described in specification PD-017-029, for \$46,504.55.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER CHRISTY
FREEHOLDER DIMARCO**

F-1 RESOLUTION AUTHORIZING AN AMENDMENT OF CONTRACT TO REFLECT CHANGE OF COMPANY NAME.

Resolution authorizing an amendment to contract awarded on January 20, 2015 to ACS Enterprise Solutions, Inc. It is necessary to amend the contract as ACS Enterprise Solutions, Inc. is now known as Conduent, Inc., also known as Conduent Enterprise Solutions, LLC. The contract with ACS Enterprise Solutions, Inc., now known as Conduent, Inc., also known as Conduent Enterprise Solutions, LLC, is for the supplies, services and maintenance for the County Clerk's Land Records Imaging System, New Jersey State Records Committee Certified System.

F-2 RESOLUTION AUTHORIZING AMENDMENT TO THE STOP VIOLENCE AGAINST WOMEN ACT (VAWA 37-15) GRANT, TO INCREASE THE IN-KIND MATCH BY \$6,396.00.

By resolution adopted on October 19, 2016 an application on behalf of the County Prosecutor's Office was authorized for the Victims of Crime Act (VOCA) Grant from the NJ Division of Criminal Justice for the amount of \$22,732.00, with an in-kind match of \$7,577.00 (funds from the Prosecutor's budget), for a total amount of 30,309.00. An increase in the in-kind match of \$6,396.00 has become necessary due to a change in program guidelines and regulations. This resolution will authorize an amendment to the grant amount to increase the in-kind match to \$13,973.00, for a total grant amount of \$36,705.00.

F-3 RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NJ DIVISION OF CRIMINAL JUSTICE FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) - MEGAN'S LAW AND LOCAL LAW ENFORCEMENT ASSISTANCE COMPONENT PROGRAM #JAG 1-8-16 FOR \$7,688.00 FROM JUNE 1, 2017 TO MAY 31, 2018.

This resolution authorize a grant application on behalf of the County Prosecutor's Office regarding the Edward Byrne Memorial Justice Assistance Grant (JAG) - Megan's Law and Local Law Enforcement Assistance Component Program #JAG 1-8-16 in the amount of \$7,688.00 from June 1, 2017 to May 31, 2018. The grant funds will be used to implement the requirements of Megan's Law to provide community notification to law enforcement, schools, community organizations and neighbors of moderate and high-risk sexual offenders living and/or working in Gloucester County.

F-4 RESOLUTION AUTHORIZING A CONTRACT WITH DEFENSE EQUIPMENT SUPPLY & ASSOCIATES, LLC FOR \$32,500.00.

This Resolution authorizes a contract with Defense Equipment Supply & Associates for the purchase, delivery, installation, operator training and two (2) year comprehensive warranty of One (1) Rapiscan 620XR Enhance Performance X-Ray Scanner (\$26,000.00); One (1) 39" Exit Roller Tale with Backstop (\$750.00); One (1) 39" Input Roller Table with Backstop (\$750.00); One (1) Automatic Input Power Conditioner (\$3,500.00); and One (1) Automatic Image Archiving (\$1,500.00) for a total contract amount of \$32,500.00, as set forth in the bid specifications PD# 17-030 for use by the Gloucester County Sheriff Department.

F-5 RESOLUTION AUTHORIZING THE EXECUTION OF A DIRECT CONTRACT WITH THE COUNTY OF ESSEX AT \$108.00 PER DAY FOR THE HOUSING OF GLOUCESTER COUNTY INMATES FROM MAY 19, 2017 TO MAY 18, 2019

Since 2008 the County of Gloucester has utilized the County of Essex Correctional Facility to house a limited number of adult inmates. This resolution authorizes an extension of that contract for an additional two (2) years. There is no minimum number of adult inmates required, but the agreement does provide for a maximum of seventy-five (75) inmates. The per diem is \$108.

F-6 RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF ESSEX FOR SECURITY SERVICES AT THE SECURE MEDICAL UNIT AT EAST ORANGE HOSPITAL FROM JUNE 14, 2017 TO JUNE 13, 2019 IN AN AMOUNT NOT TO EXCEED \$335.00 PER DAY, PER INMATE ADMITTED.

This Resolution authorizes execution of a two-year agreement with the County of Essex whereby the Essex County Department of Corrections will be compensated for provision of security services associated with the sixteen bed Secure Medical Unit at East Orange General Hospital. Gloucester County will pay a per diem rate of \$335.00 per inmate admitted as an inpatient to the Secure Medical Unit. This per diem rate is a significant savings when measured against Gloucester County's current cost to provide security at area hospitals when an inmate is receiving inpatient care.

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

G-1 RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR \$300,000.00 IN PREVENTION AND IN-HOME FAMILY PRESERVATION SERVICES FUNDING FROM JULY 1, 2017 TO JUNE 30, 2018.

This grant in the amount of \$300,000.00 from July 1, 2017 to June 30, 2018 and provided by the NJ Department of Children and Families, Division of Families and Partnerships will provide Prevention Services (Food, Rental Assistance, Mortgage Assistance, Utility Assistance, etc.) and In-Home Family Preservation services to eligible families of Gloucester County. The funding has been allocated to a 501(c) 3 non-profit agency using a competitive contracting process (RFP# 013-034).

G-2 RESOLUTION AUTHORIZING AMENDMENT TO THE CONTRACT WITH SENIOR CITIZENS UNITED COMMUNITY SERVICES, INC.

By Resolution adopted on May 17, 2017 a contract was awarded to Senior Citizens United Community Services, Inc. for the period from June 11, 2017 to May 31, 2019. This contract is to provide transportation services to residents with disabilities to vocational training sites. This resolution will amend the term of the contract from June 1, 2017 to May 31, 2019. All other terms of the contract will remain in full force and effect.

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

Adjournment

MINUTES

6:30 p.m. Wednesday, May 17, 2017

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

	Present	Absent
Chila	X	
Barnes		X
Christy	X	
DiMarco	X	
Jefferson	X	
Simmons	X	
Damminger	X	

Changes to the Agenda

Approval of the regular meeting minutes from May 3, 2017.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Jefferson		X	X		
Simmons					X
Damminger			X		

Comments: N/A

- 50529 Proclamation recognizing the value and the accomplishments of Emergency Medical Services providers by designating May 21 through May 27, 2017 Emergency Medical Services Week. (Chila) (Presented)
- 50530 Proclamation honoring Sheriff Officer Thomas Accoglio for heroically saving the life of Mr. John E. Dixey, 3rd on April 24, 2017. (Christy) (will be presented at a later date)
- 50531 Proclamation recognizing Broadway Bakery on its Grand Opening and Ribbon Cutting on May 7, 2017. (Simmons) (previously presented)
- 50532 Proclamation in recognition of The Arc Gloucester for 60 years of exemplary service. (Jefferson) (previously presented)
- 50533 Proclamation recognizing April 2017 as Sexual Assault Awareness Month. (Jefferson) (previously presented)

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion)

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER CHILA

50534 RESOLUTION AUTHORIZING APPROVAL OF THE BILL LISTS FOR THE MONTH OF MAY 2017.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

50535 RESOLUTION AUTHORIZING AND CONFIRMING SETTLEMENT OF STATE TAX COURT TAX APPEALS.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

50536 RESOLUTION AUTHORIZING TRANSFER OF CONTROL OF THE GLOUCESTER COUNTY DEPARTMENT OF CORRECTIONS FROM THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS TO THE GLOUCESTER COUNTY SHERIFF'S OFFICE.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

DEPARTMENT OF PUBLIC SAFETY,
VETERANS AFFAIRS & ELECTIONS

FREEHOLDER CHILA
FREEHOLDER SIMMONS

50537 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO WARSHAUER GENERATOR, LLC, FOR \$29,579.00.

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS

FREEHOLDER SIMMONS
FREEHOLDER CHRISTY

50538 RESOLUTION AUTHORIZING A CONTRACT WITH THE GLOUCESTER COUNTY INSTITUTE OF TECHNOLOGY FROM JUNE 1, 2017 TO SEPTEMBER 1, 2018 IN AN AMOUNT NOT TO EXCEED \$72,487.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50539 RESOLUTION AUTHORIZING A CONTRACT WITH L.C. EQUIPMENT, INC. FOR \$230,380.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50540 RESOLUTION AUTHORIZING A CONTRACT WITH R.E. PIERSON CONSTRUCTION CO., INC. FOR AN AMOUNT NOT TO EXCEED \$1,580,207.11.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy					X
DiMarco			X		
Jefferson		X	X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50541 RESOLUTION AUTHORIZING A CONTRACT WITH ZONE STRIPING, INC. FOR \$611,333.77.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50542 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2017 FORD F-450 TRUCKS FROM BEYER FORD THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$79,958.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50543 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2018 FORD FUSION VEHICLES FROM HERTRICH FLEET SERVICES, INC. THROUGH STATE CONTRACT FOR A TOTAL AMOUNT OF \$34,800.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50544 RESOLUTION AUTHORIZING THE PURCHASE OF A 2017 FORD F-150 TRUCK FROM WINNER FORD THROUGH STATE CONTRACT FOR \$27,390.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50545 RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2017 NEW HOLLAND TRACTORS FROM CHERRY VALLEY TRACTOR SALES FOR A TOTAL AMOUNT OF \$136,203.62.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50546 RESOLUTION AUTHORIZING THE PURCHASE OF A 2017 VERMEER CHIPPER BC1500 FROM GARDEN STATE BOBCAT, INC. FOR \$47,233.70.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50547 RESOLUTION AUTHORIZING THE PURCHASE OF A 2017 E-350 BOX VAN FROM BAYSHORE FORD TRUCK SALES, INC. FOR \$34,947.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50548 RESOLUTION AUTHORIZING THE PURCHASE OF A 2017 BACKHOE FROM FARM-RITE, INC. FOR \$81,856.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50549 RESOLUTION AUTHORIZING THE PURCHASE OF A 2018 FORD FUSION FROM HERTRICH FLEET SERVICE, INC. THROUGH STATE CONTRACT FOR \$17,400.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50550 RESOLUTION AUTHORIZING THE PURCHASE OF A 2017 FORD FOCUS FROM WINNER FORD THROUGH STATE CONTRACT FOR \$14,654.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

50551 RESOLUTION AUTHORIZING AN AGREEMENT WITH THE GLOUCESTER COUNTY WORKFORCE DEVELOPMENT BOARD TO SERVE AS ONE-STOP CAREER CENTER/AMERICAN JOB CENTER OPERATOR FROM JULY 1, 2017 TO JUNE 30, 2019.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy		X	X		
DiMarco			X		
Jefferson			X		
Simmons	X		X		
Damminger			X		

Comments: N/A

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER JEFFERSON

DEPARTMENT OF PARKS &
LAND PRESERVATION

FREEHOLDER DIMARCO
FREEHOLDER CHILA

50552 RESOLUTION AUTHORIZING THE PURCHASE OF A DEVELOPMENT RIGHTS EASEMENT FOR FARM PROPERTY OWNED BY WOOLWICH INVESTORS, LLC, FOR \$725,693.30.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes					
Christy			X		
DiMarco	X		X		
Jefferson			X		
Simmons			X		
Damminger			X		

Comments: N/A

50553 RESOLUTION AUTHORIZING EXECUTION OF A DEED OF GIFT TO THE NEW JERSEY STATE MUSEUM FOR CERTAIN ARTIFACTS FROM RED BANK BATTLEFIELD PARK.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes					
Christy			X		
DiMarco	X		X		
Jefferson			X		
Simmons			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES

FREEHOLDER CHRISTY
FREEHOLDER DIMARCO

50554 RESOLUTION EXTENDING THE SPLIT CONTRACT WITH COOPER ELECTRIC SUPPLY CO., INC. AND BILLOWS ELECTRIC SUPPLY, INC. FROM JUNE 1, 2017 TO MAY 31, 2019, IN AN AMOUNT NOT TO EXCEED \$40,000.00 PER YEAR.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy	X		X		
DiMarco		X	X		
Jefferson			X		
Simmons			X		
Damminger			X		

Comments: N/A

50555 RESOLUTION AUTHORIZING THE PURCHASE OF LABOR, MATERIALS AND INSTALLATION OF CARPET/FLOORING FROM COMMERCIAL INTERIORS DIRECT, INC., THROUGH STATE CONTRACT FROM MAY 17, 2017 TO MAY 16, 2018 IN AN AMOUNT NOT TO EXCEED \$100,000.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy					X
DiMarco		X	X		
Jefferson	X		X		
Simmons			X		
Damminger			X		

Comments: N/A

50556 RESOLUTION AUTHORIZING THE PURCHASE OF GAS MASKS AND SUPPLIES FROM ARAMSCO, INC. THROUGH STATE CONTRACT FOR \$54,232.00.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy	X		X		
DiMarco		X	X		
Jefferson			X		
Simmons			X		
Damminger			X		

Comments: N/A

50557 RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER SOFTWARE MAINTENANCE FROM SOFTWARE HOUSE INTERNATIONAL, CORP. THROUGH STATE CONTRACT FOR \$59,750.00, FROM JANUARY 1, 2017 TO DECEMBER 31, 2017.

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy	X		X		
DiMarco		X	X		
Jefferson			X		
Simmons			X		
Damminger			X		

Comments: N/A

50558 RESOLUTION ESTABLISHING THE GLOUCESTER COUNTY CHILD ADVOCACY CENTER AND AUTHORIZING A LEASE AGREEMENT FOR THE PREMISES LOCATED AT 47 COOPER STREET, WOODBURY, NEW JERSEY TO ACCOMMODATE THE CENTER .

	Motion	Second	Yes	No	Abstain
Chila			X		
Barnes					
Christy	X		X		
DiMarco		X	X		
Jefferson			X		
Simmons			X		
Damminger			X		

Comments: N/A

DEPARTMENT OF HEALTH & HUMAN SERVICES

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

50559 RESOLUTION AUTHORIZING AN APPLICATION TO NEW JERSEY WIC SERVICES FOR A "MINI GRANT" OF \$1,500.00 FOR THE SENIOR FARM MARKET VOUCHER PROGRAM FROM JUNE 1, 2017 TO SEPTEMBER 30, 2017.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes					
Christy			X		
DiMarco			X		
Jefferson	X		X		
Simmons			X		
Damminger			X		

Comments: N/A

50560 RESOLUTION AUTHORIZING AWARD OF CONTRACT TO SENIOR CITIZENS UNITED COMMUNITY SERVICES, INC., FROM JUNE 11, 2017 TO MAY 31, 2019, IN AN AMOUNT NOT TO EXCEED \$285,000.00.

	Motion	Second	Yes	No	Abstain
Chila		X	X		
Barnes					
Christy			X		
DiMarco			X		
Jefferson	X		X		
Simmons			X		
Damminger			X		

Comments: N/A

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

OPEN

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: Siri Allen of Washington Township addressed the board about her concerns regarding the admission process at GCIT.

CLOSE

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

Adjournment

	Motion	Second	Yes	No	Abstain
Chila	X		X		
Barnes					
Christy			X		
DiMarco			X		
Jefferson			X		
Simmons		X	X		
Damminger			X		

Comments: N/A

Time: 6:58 p.m.

PROCLAIMING
May 14 – 20, 2017
Food Allergy Awareness Week

WHEREAS, Food Allergy Awareness Week was established as a national week of encouraging food allergy awareness and supporting those who are impacted by food allergies and anaphylaxis, a serious allergic reaction that comes on suddenly and has potential to be life-threatening; and

WHEREAS, food allergies affect approximately 15 million Americans, including 6 million children; and

WHEREAS, the prevalence of food allergies appears to be increasing among children under the age of 18, which is 2 students in every classroom; and

WHEREAS, according to the Centers for Disease Control and Prevention (CDC), between 1997 and 2011, the prevalence of food allergies rose 50 percent; and

WHEREAS, eight foods account for 90 percent of all food allergy reactions: Peanuts, Tree Nuts, Milk, Egg, Wheat, Soy, Fish and Shellfish; and

WHEREAS, a food allergy is an immune system response to a food the body mistakenly believes is harmful. When a person with a food allergy ingests the food, his or her immune system releases massive amounts of chemicals, including histamine, that trigger a cascade of symptoms that can affect the respiratory system, the gastrointestinal tract, the skin, and/or the cardiovascular system; and

WHEREAS, there is no cure for food allergies with strict avoidance being the only way to prevent an allergic reaction; and

WHEREAS, Food Allergy and Anaphylaxis Connection Team (FAACT) is a national, nonprofit organization committed to their mission to educate, advocate, and raise awareness for all individuals and families affected by food allergies and life-threatening anaphylaxis.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Food Allergy Awareness in the County of Gloucester, State of New Jersey and urge everyone to work together in their communities to create safer environments for individuals with food allergies.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 7th day of June, 2017.

Robert M. Damming
Freeholder Director

Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Freeholder

Daniel Christy
Freeholder

Frank J. DiMarco
Freeholder

James B. Jefferson
Freeholder

Heather Simmons
Freeholder

Attest:

Laurie J. Burns
Clerk of the Board

**DESIGNATING "PLATT'S FARM MARKET" AS
THE BEST "GARDEN CENTER"
"THE BEST OF GLOUCESTER COUNTY 2017"**

WHEREAS, the Gloucester County Board of Chosen Freeholders wishes to support the growth of small businesses in Gloucester County; and

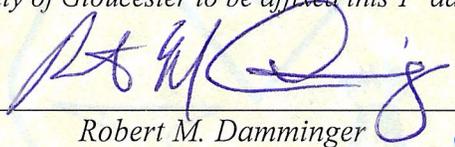
WHEREAS, the Gloucester County Office of Business and Economic Development has operated a small business assistance and counseling center, established in 1989 by the Board of Chosen Freeholders of the County of Gloucester; and

WHEREAS, the Office of Business and Economic Development in partnership with the Gloucester County Chamber of Commerce has sponsored a "Best of Gloucester County 2017" contest to encourage increased advertisement and goodwill for our County businesses; and

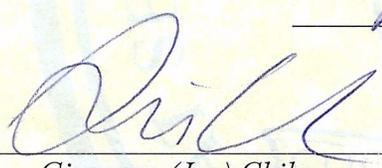
WHEREAS, the citizens of Gloucester County had the opportunity to express their support for their favorite small businesses in Gloucester County, including the category of "Garden Center"; and

NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson, and Heather Simmons, do hereby proclaim that "Platt's Farm Market" has been chosen for the best "Garden Center" in Gloucester County.

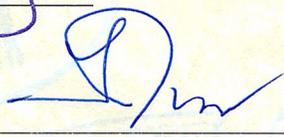
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 1st day of June, 2017.



Robert M. Damming
Freeholder Director



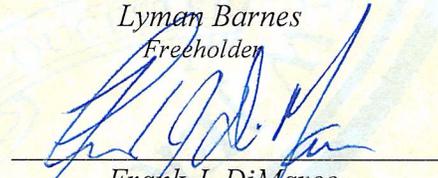
Giuseppe (Joe) Chila
Freeholder Deputy Director



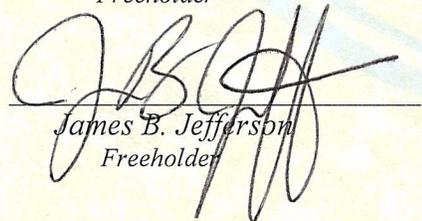
Lyman Barnes
Freeholder



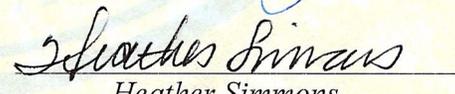
Daniel Christy
Freeholder



Frank J. DiMarco
Freeholder

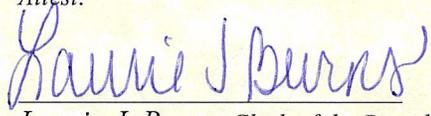


James B. Jefferson
Freeholder



Heather Simmons
Freeholder

Attest:



Laurie J. Burns, Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

PROCLAIMING MAY 2017 AS OLDER AMERICANS MONTH

WHEREAS, the month of May 2017 has been designated by the U.S. Administration on Aging as Older Americans Month and the County of Gloucester embraces the national theme for this year, "Get into the Act"; and

WHEREAS, Gloucester County is a community that includes over 50,000 citizens aged 60 and older who are actively involved in all aspects of our community including volunteerism, mentorship, the arts and community services; and

WHEREAS, the Older Americans in Gloucester County deserve recognition for the contributions they have made and will continue to make to the culture, economy and character of our community; and

WHEREAS, recognizing the successes of Older Americans encourages their ongoing participation and further accomplishments; and

WHEREAS, Gloucester County can provide opportunities to allow Older Americans to continue to flourish by presenting them with opportunities to share their wisdom, experience, and skills; and

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons recognize May 2017 as Older Americans Month and urge every citizen to take time to recognize Older Americans and the people who serve and support them as powerful and vital citizens who greatly contribute to the community.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 16th day of May, 2017.

Robert M. Damminger
Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Giuseppe (Joe) Chila
Freeholder Deputy Director

Lyman Barnes
Lyman Barnes
Freeholder

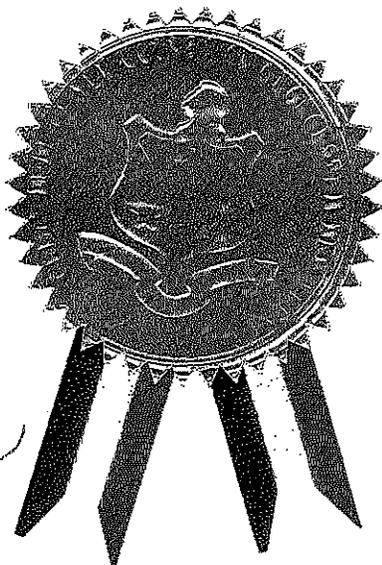
Daniel Christy
Daniel Christy
Freeholder

Frank J. DiMarco
Frank J. DiMarco
Freeholder

James B. Jefferson
James B. Jefferson
Freeholder Liaison

Heather Simmons
Heather Simmons
Freeholder

Attest: Laurie J. Burns
Laurie J. Burns
Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

**PROCLAIMING
May 14 – 20, 2017
NATIONAL PREVENTION WEEK**

WHEREAS, National Prevention Week is an annual health observance dedicated to increasing the prevention of substance use and promotion of mental health. The observance brings individuals, organizations, coalitions, states and communities together through local events to raise awareness about the importance of preventing substance abuse and mental disorders; and

WHEREAS, an estimated 12.3 million people in America are classified with substance dependence or use of illicit drugs or alcohol, and approximately 44 million adults have a mental illness; and

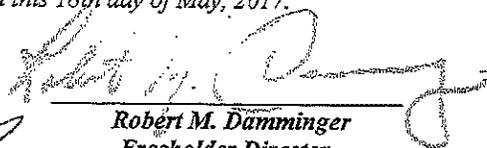
WHEREAS, this year's theme, "Making Each Day Count", recognizes the power each person has to influence the health and well-being of others by making prevention choices every day- whether by supporting someone who is going through a difficult time, by participating in activities that strengthen the community, or by instilling healthy habits in children from an early age; and

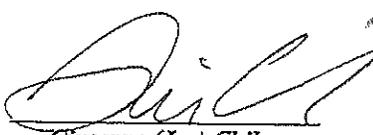
WHEREAS, taking part in prevention-related activities and conversations help raise awareness of behavioral health issues, change lives, and helps people recognize the signs of mental health problems and substance use to keep those around us healthy and safe; and

WHEREAS, it is important to recognize the seriousness of behavioral health issues in our communities, understand the power of prevention and help in making a difference, through action.

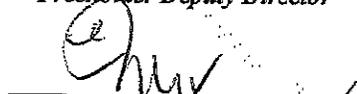
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Jim Jefferson, Lyman Barnes, Daniel Christy, Frank DiMarco and Heather Simmons proclaim May 14th – 20th as National Prevention Week and call upon our community to support the well-being of our county's residents.

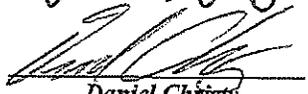
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 18th day of May, 2017.

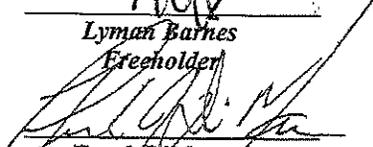

Robert M. Damming
Freeholder Director

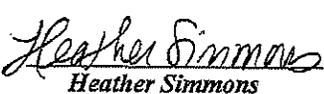

Giuseppe (Joe) Chila
Freeholder Deputy Director


Jim Jefferson
Freeholder Liaison

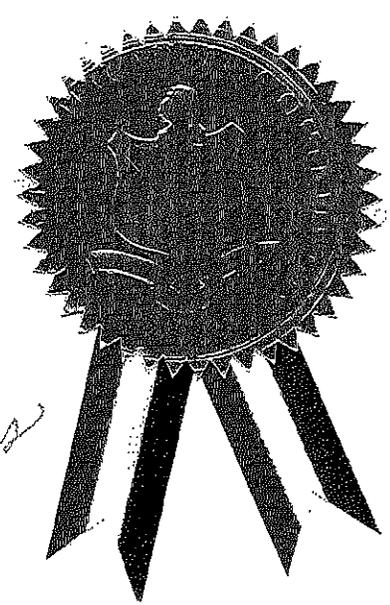

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


Frank DiMarco
Freeholder


Heather Simmons
Freeholder

Attest: 
Laurie J. Burns
Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

~IN HONOR OF~

Theresa Concordia

100th Birthday Celebration ~ June 13th, 2017

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to honor and recognize Theresa Concordia, as family and friends come together to celebrate her 100th Birthday on Sunday May 13, 2017; and

WHEREAS, Theresa Concordia was born on June 13, 1917 in Philadelphia, Pennsylvania; and

WHEREAS, Theresa Concordia is a resident of Mantua Township and has been a faithful and active member of Incarnation Church for 59 years; and

WHEREAS, Theresa Concordia is a fabulous cook, enjoyed preparing many meals for family and friends, as well as the fellowship of breaking bread together; and

WHEREAS, Theresa Concordia considers herself blessed with a wonderful family of four sons and one daughter, sixteen grandchildren and eight great grandchildren.

NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby honor and recognize Theresa Concordia on celebrating her 100th Birthday.

IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 13th day of May, 2017.

Robert M. Damminger
Robert M. Damminger
Freeholder Director

Giuseppe (Joe) Chila
Giuseppe (Joe) Chila
Freeholder Deputy Director

Daniel Christy
Daniel Christy
Freeholder

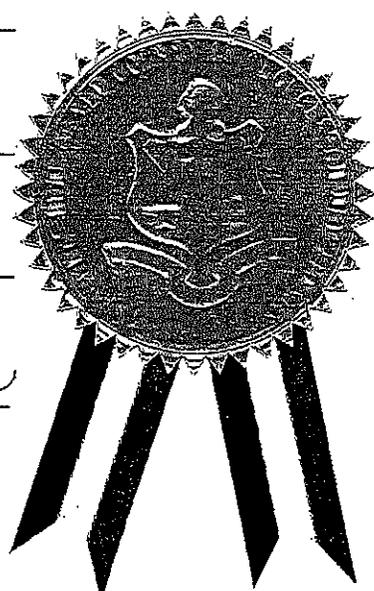
James B. Jefferson
James B. Jefferson
Freeholder Liaison

Affest: *Laurie J. Burns*
Laurie J. Burns
Clerk of the Board

Lyman Barnes
Lyman Barnes
Freeholder

Frank J. DiMarco
Frank J. DiMarco
Freeholder

Heather Simmons
Heather Simmons
Freeholder



Gloucester County

Board of Chosen Freeholders

Proclamation

~RECOGNIZING~

~MCQUINNESS FUNERAL HOME~

WASHINGTON TOWNSHIP

ON ITS 25TH YEAR IN BUSINESS

1992-2017

WHEREAS, it is the desire of the Board of Chosen Freeholders to recognize McGuinness Funeral Home- Washington Township on its 25th year in business in the County of Gloucester; and

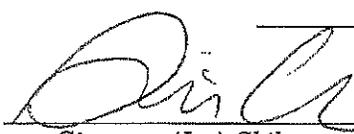
WHEREAS, McGuinness Funeral Home in Woodbury was opened in 1951 by James A. McGuinness and his wife, Marie Schultes McGuinness on the principles of honoring, sharing and preserving the amazing and inspirational stories of life. They have continually demonstrated to the Gloucester County community compassion, caring and exceptional personal service regardless of religious, status or financial standing; and

WHEREAS, McGuinness Funeral Home and the hard work and dedication of James A. McGuinness was continued by children Bill and Kathy, and under their guidance the Washington Township location was opened to better serve the needs of the families in the community. The Washington Township location had its official opening in 1993, and it duplicates the heartfelt, genuine care that James A. McGuinness had exemplified since the inception of the business. Today, the legacy lives on in a staff of family and many professionals who continue to serve the needs of the families of southern New Jersey; and

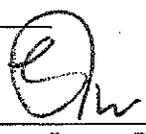
WHEREAS, McGuinness Funeral Home is celebrating 25 years at its Washington Township location, and is proud of the remodeling of the facility and of the new innovations they are bringing to life celebrations. The County of Gloucester offers its utmost support and economic resources to its small business community, especially to McGuinness Funeral Home-Washington Township on this special day of celebration.

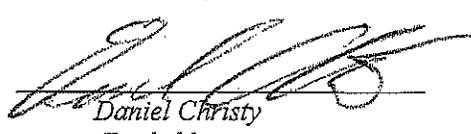
NOW, THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize McGuinness Funeral Home- Washington Township on its 25th year in business.

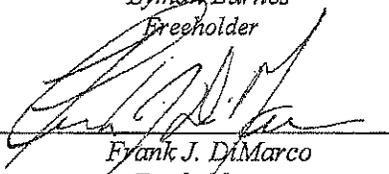
IN WITNESS WHEREOF, the Board of Chosen Freeholders have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 19th day of May, 2017.

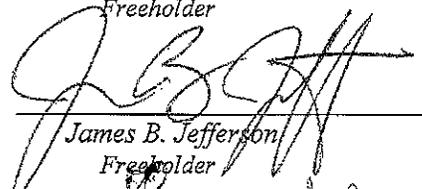

Giuseppe (Joe) Chila
Freeholder Deputy Director


Robert M. Damming
Freeholder Director

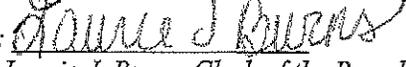

Lyman Barnes
Freeholder


Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

ATTEST: 
Laurie J. Burns, Clerk of the Board

Gloucester County

Board of Chosen Freeholders

Proclamation

Specialist 4 Adam R. Shakespeare In Appreciation for Your Service to Our Country

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize and thank **Specialist 4 Adam R. Shakespeare**, United States Army, for his service to our country; and

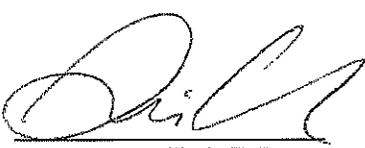
WHEREAS, **Specialist 4 Shakespeare** is a 2009 graduate of Gloucester County Institute of Technology. He enlisted in the United States Army in 2009 and received basic training at Fort Benning, Georgia. **Specialist 4 Shakespeare** deployed to Afghanistan in June, 2010 to June, 2011 where he served as Human Resources Specialist; and

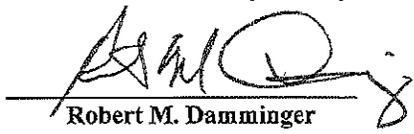
WHEREAS, having served with honor and distinction, **Specialist 4 Shakespeare's** awards and citations include the *Army Commendation Medal*, the *Army Achievement Medal (3rd Award)*, the *Army Good Conduct Medal*, the *National Defense Service Medal*, the *Afghanistan Campaign Medal with Two Bronze Service Stars*, the *Global War on Terrorism Service Medal*, the *Army Service Ribbon*, the *Overseas Service Ribbon (2nd Award)*, and the *NATO Medal*; and

WHEREAS, upon your graduation from Rowan College at Gloucester County the Board of Chosen Freeholders would like to pay tribute to **Specialist 4 Shakespeare** and all those servicemen and servicewomen who heroically serve their country; and

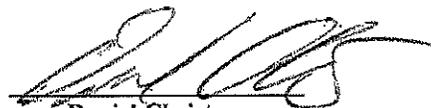
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons are honored to recognize **Specialist 4 Adam R. Shakespeare** and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free.

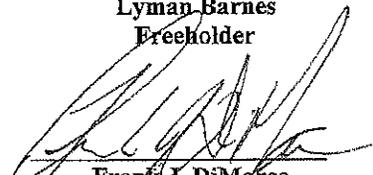
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 18th day of May, 2017.

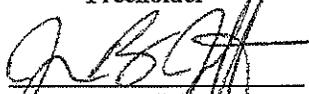

Giuseppe (Joe) Chila
Freeholder Deputy Director

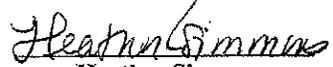

Robert M. Damming
Freeholder Director

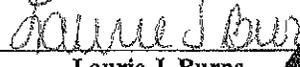

Lyman Barnes
Freeholder

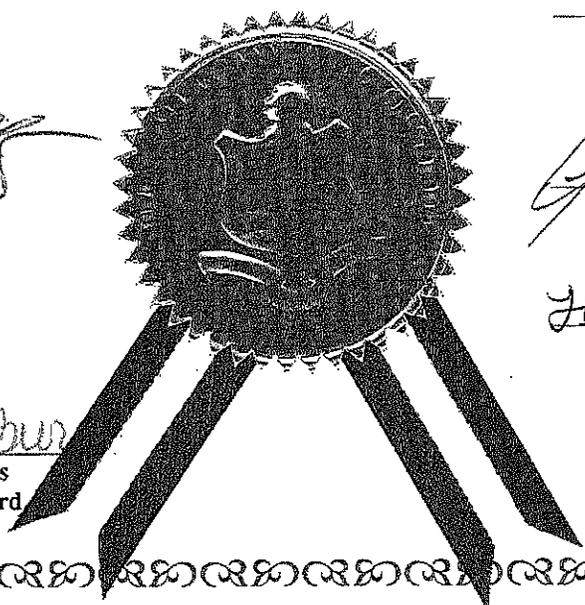

Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

Attest: 
Laurie J. Burns
Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

Private First Class Michael V. Archey Jr.
In Appreciation for Your Service to Our Country

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize and thank Private First Class Michael V. Archey Jr., United States Army, for his service to our country; and

WHEREAS, Private First Class Archey is a 2003 graduate of Philadelphia High School For Creative and Performing Arts. He enlisted in the United States Army in 2009 and received basic training at Fort Benning, Georgia. Private First Class Archey deployed to Iraq in November, 2010 to October, 2011 where he served as a Wheeled Vehicle Mechanic; and

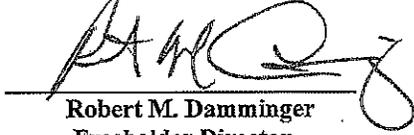
WHEREAS, having served with honor and distinction, Private First Class Archey's awards and citations include the Army Commendation Medal, the Army Achievement Medal (2nd Award), the National Defense Service Medal, the Iraq Campaign Medal with Bronze Service Star, the Global War on Terrorism Service Medal, the Army Service Ribbon, the Overseas Service Ribbon, the Army Driver and the Mechanic Badge with Driver-Wheeled Vehicle Clasp; and

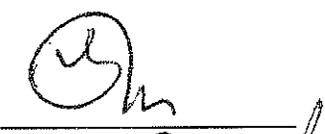
WHEREAS, upon your graduation from Rowan College at Gloucester County the Board of Chosen Freeholders would like to pay tribute to Private First Class Archey and all those servicemen and servicewomen who heroically serve their country; and

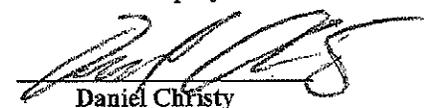
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damming, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons are honored to recognize Private First Class Michael V. Archey Jr. and extend our heartfelt thanks for his personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free.

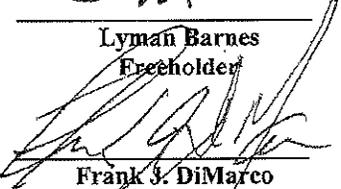
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 18th day of May, 2017.

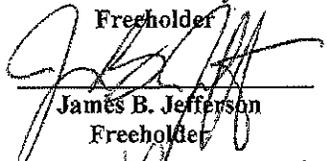

Giuseppe (Joe) Chila
Freeholder Deputy Director

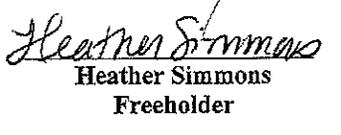

Robert M. Damming
Freeholder Director

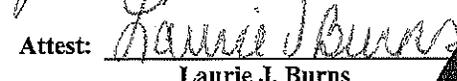

Lyman Barnes
Freeholder

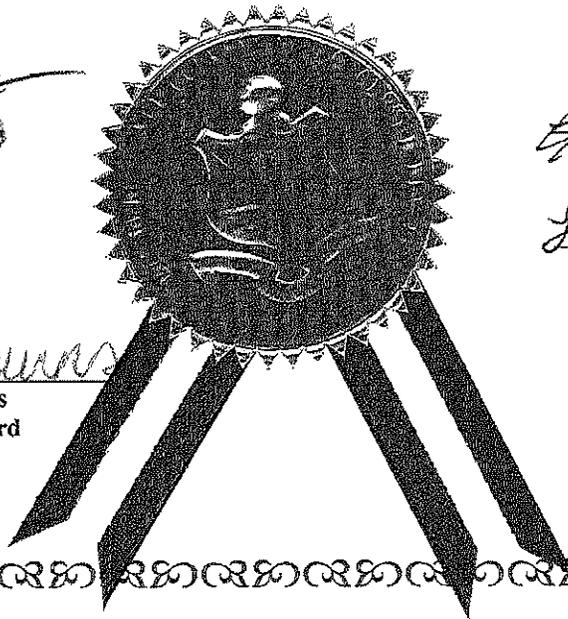

Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

Attest: 
Laurie J. Burns
Clerk of the Board



Gloucester County

Board of Chosen Freeholders

Proclamation

Staff Sergeant Stardust Santiago In Appreciation for Your Service to Our Country

WHEREAS, the Gloucester County Board of Chosen Freeholders would like to take this time to recognize and thank **Staff Sergeant Stardust Santiago**, New Jersey Air National Guard, for her service to our country; and

WHEREAS, **Staff Sergeant Santiago** is a 1997 graduate of Middle Township High School. She enlisted in the New Jersey Air National Guard in 2015 and received basic training at Lockland Air Force Base. **Staff Sergeant Santiago** served in support of Operation Enduring Freedom from June, 2015 to February, 2016 as Security Forces Craftsman; and

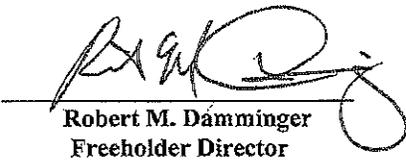
WHEREAS, having served with honor and distinction, **Staff Sergeant Santiago's** awards and citations include the *National Defense Service Medal*, the *Global War on Terrorism Expeditionary Medal*, the *Global War on Terrorism Ribbon*, the *USAF Overseas Service Short Tour Ribbon*, the *USAF Expeditionary Medal*, and the *USAF Training Ribbon*; and

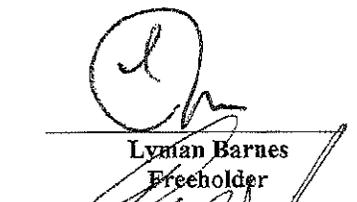
WHEREAS, upon your graduation from Rowan College at Gloucester County the Board of Chosen Freeholders would like to pay tribute to **Staff Sergeant Santiago** and all those servicemen and servicewomen who heroically serve their country; and

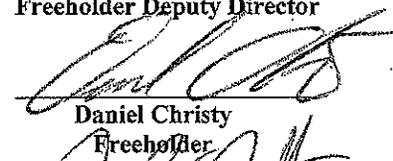
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons are honored to recognize **Staff Sergeant Stardust Santiago** and extend our heartfelt thanks for her personal sacrifice in the service to our country. Let it not be forgotten that freedom is not free and it is only through the bravery and dedication of our men and women in uniform that ensures America remains free.

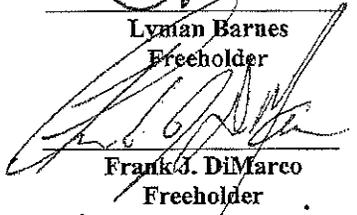
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 18th day of May, 2017.

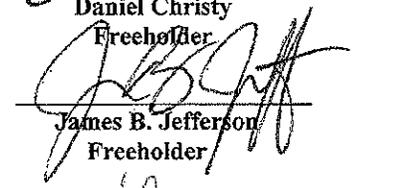

Giuseppe (Joe) Chila
Freeholder Deputy Director


Robert M. Damminger
Freeholder Director

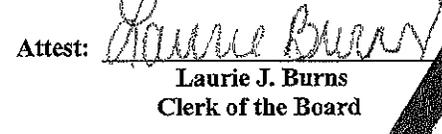

Lyman Barnes
Freeholder

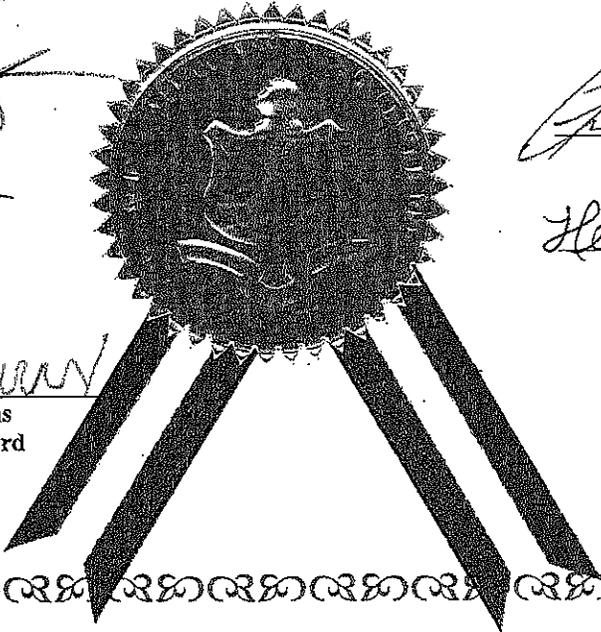

Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

Attest: 
Laurie J. Burns
Clerk of the Board



Gloucester County

Board of Chosen Freeholders
Proclamation

In Recognition of
Christopher Koller
2017 Paulsboro High School Brotherhood Award
May 19, 2017

WHEREAS, in 1957, the Paulsboro Mayor's Civil Rights Commission established the Paulsboro High School Brotherhood Award as a means to promote good Human Relations. This Award annually recognizes a Paulsboro High School student who has distinguished his/her self in regard for people of all religious faiths, racial background and national origins with regard for the welfare of fellow students and participation in student affairs with special emphasis on the just treatment of others and willingness to go out of his/her way to be of service; and

WHEREAS, annually Paulsboro High School selects for this Award, a person who meets the criteria for and best exemplifies the spirit of the Award and has chosen Christopher Koller as the recipient of the 2017 Brotherhood Award; and

WHEREAS, Christopher has been a Student Council Homeroom Representative. He enjoys writing poetry, boxing and rapping. Upon graduation Christopher plans to attend Rowan College at Gloucester County and major in Bio Science Technology; and

WHEREAS, Christopher's family includes his father, Lee, his mother, Tammy, and his older brother, Lee, Jr. He thanks his mother for raising him the way she did, his father for keeping his spirits up and his brother for holding him when he fell; and

WHEREAS, Christopher has this advice for the school's underclassmen; "With all of this hate that is spread around the world today, just remember that you just get one life. Fill it with positivity and grace"; and

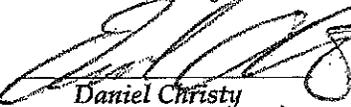
NOW THEREFORE, BE IT PROCLAIMED, that I, Robert M. Damminger, as Director, and on behalf of the 2017 Gloucester County Board of Chosen Freeholders, Giuseppe (Joe) Chila, Lyman Barnes, Daniel Christy, Frank J. DiMarco, James B. Jefferson and Heather Simmons do hereby recognize Christopher Koller as the recipient of the 2017 Paulsboro High School Brotherhood Award.

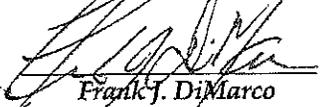
IN WITNESS WHEREOF, the Director and Clerk have caused these presents to be executed and the seal of the County of Gloucester to be affixed this 19th day of May, 2017.

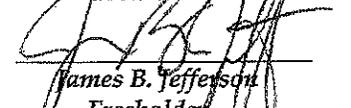

Giuseppe (Joe) Chila
Freeholder Deputy Director


Robert M. Damminger
Freeholder Director

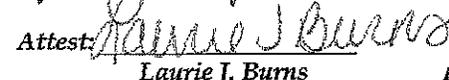

Lyman Barnes
Freeholder

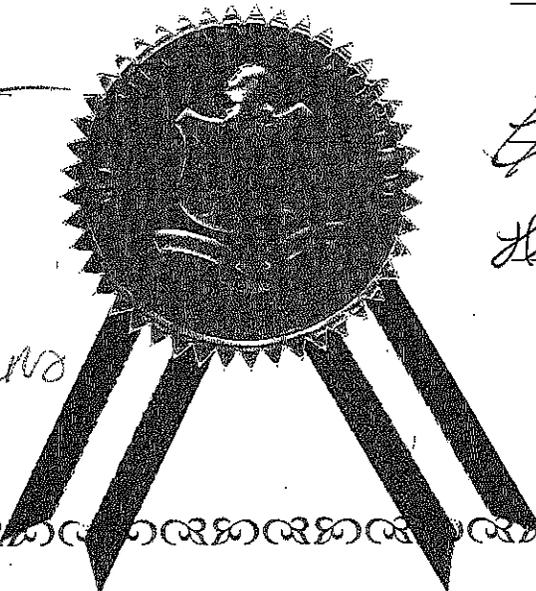

Daniel Christy
Freeholder


Frank J. DiMarco
Freeholder


James B. Jefferson
Freeholder


Heather Simmons
Freeholder

Attest: 
Laurie J. Burns
Clerk of the Board



A 1

RESOLUTION PROVIDING FOR THE INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2017 BUDGET PURSUANT TO N.J.S.A. 40A:4-87

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 County or 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 an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2017 as follows:

- (1) The sum of **\$15,436.00**, which item is now available as a revenue from New Jersey Transit Senior Citizen and Disabled Resident Transportation Assistance Program, to be appropriated under the caption of New Jersey Transit Senior Citizen and Disabled Resident Transportation Assistance Program - Other Expenses;
- (2) The sum of **\$2,340,000.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Main Road CR555 from Route 40 (Harding Highway) to Tuckahoe Road CR557, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Main Road CR555 from Route 40 (Harding Highway) to Tuckahoe Road CR557 - Other Expenses;
- (3) The sum of **\$700,000.00**, which item is now available as a revenue from the Delaware Valley Regional Planning Commission Hurffville-Grenloch Road CR635 Improvements from Skelly Lane to Woodbury Turnersville Road CR705, to be appropriated under the caption of the Delaware Valley Regional Planning Commission Hurffville-Grenloch Road CR635 Improvements from Skelly Lane to Woodbury Turnersville Road CR705 - Other Expenses;
- (4) The sum of **\$112,000.00**, which item is now available as a revenue from the State of New Jersey Department of Transportation Gloucester County Roadway Safety Improvements; to be appropriated under the caption of the State of New Jersey Department of Transportation Gloucester County Roadway Safety Improvements - Other Expenses.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 7, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A 2

**RESOLUTION AUTHORIZING A CONTRACT WITH PENN BEHAVIORAL HEALTH
CORPORATE SERVICES FROM JUNE 26, 2017 TO JUNE 25, 2018 IN AN AMOUNT
NOT TO EXCEED \$25,000.00**

WHEREAS, there is a need by Gloucester County for professional employee assistance to benefit the employees of the County of Gloucester; and

WHEREAS, the County requested proposals from interested providers and evaluated those proposals consistent with the County's fair and open procurement process pursuant to RFP #017-018; and

WHEREAS, the evaluation, based on the established criteria, concluded that Penn Behavioral Health Corporate Services, with offices at 3535 Market Street, 4th Floor, Philadelphia, PA 19104, made the most advantageous proposal; and

WHEREAS, the contract shall be for estimated units of service, in an amount not to exceed \$25,000.00. The contract is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time. Continuation of this contract beyond December 31, 2017 is conditioned upon the adoption of the 2018 Gloucester County Budget; and

WHEREAS, this contract has been awarded pursuant to Gloucester County's fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director of the Board is hereby authorized to execute and the Clerk of the Board to attest to the contract between the County of Gloucester and Penn Behavioral Health Corporate Services for the provision of professional employee assistance to benefit the employees of the County from June 26, 2017 to June 25, 2018, in an amount not to exceed \$25,000.00; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law; and

BE IT FURTHER RESOLVED before any purchase be made pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 7, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

A-2

**PROFESSIONAL SERVICES CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
PENN BEHAVIORAL HEALTH CORPORATE SERVICES**

THIS CONTRACT is made effective this 26th day of June, 2017 by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **PENN BEHAVIORAL HEALTH CORPORATE SERVICES**, with offices at 3535 Market Street, 4th Floor, Philadelphia, PA 19104, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need by the County of Gloucester for professional employee assistance to benefit the employees of the County; and

WHEREAS, this contract is awarded pursuant to and consistent with Gloucester County's fair and open procurement process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for a period of one year from June 26, 2017 to June 25, 2018.
2. **COMPENSATION**. Contract shall be for estimated units of service, in an amount not to exceed \$25,000.00.

It is agreed and understood that this is an open-ended contract, thereby requiring the County to use Contractor's services only on an as-needed basis. There is no obligation on the part of the County to make any purchase whatsoever.

Vendor shall be paid in accordance with this Contract document 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 Vendor 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 Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the County's RFP #017-018, and Vendor's responsive proposal, which are incorporated in their entirety and made a part of this Contract. Should there occur a conflict between this form of contract and RFP #017-018, this contract shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in RFP #017-018, which is specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. The effective date of said termination shall not be less than thirty (30) days from the date of notice of such termination.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor, providing 30 day notice of termination to the Contractor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, and shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented. Any interruption of this contract by the County shall be made in writing to the Vendor immediately. The County shall be obligated to pay the Vendor for any services rendered by the Vendor until said notice is received by the Vendor from the County.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

15. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** Vendor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey and of any other entity having jurisdiction pertaining to the performance of Vendor's services.

18. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This Contract consists of this Contract document, RFP #017-018 issued by the County and Vendor's responsive proposal. Should there occur a conflict between this form of contract and the County's RFP #017-018, then this Contract shall prevail. If there should occur a conflict between this Contract or RFP #017-018 issued by the County and the Vendor's Proposal, then this Contract or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective as of this 26th day of June, 2017.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK OF THE BOARD

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**PENN BEHAVIORAL HEALTH
CORPORATE SERVICES**

**JANET FARRELL, SR. SALES
REPRESENTATIVE**



Penn Medicine

Penn Behavioral Health Corporate Services

May, 8, 2017

Pete Mercanti
Director, Purchasing Department
County of Gloucester
Two South Broad Street
Woodbury, NJ 08096

Dear Mr. Mercanti,

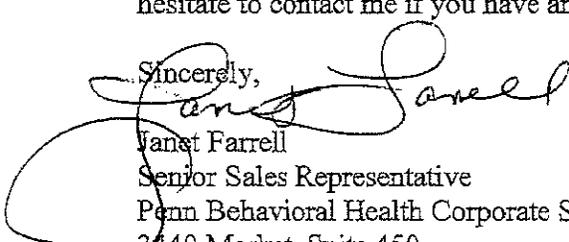
Thank you for the opportunity to provide an Employee Assistance proposal for your review. Since, 1996 Penn Behavioral Health Corporate Services has continued to be both a leader in our field and a highly respected member of the community. We have had great success working with a number of organizations including City of Philadelphia, SEPTA, Philadelphia Prisons, Burlington County Courts, City of Atlantic City and the Philadelphia Police to name a few of our clients. We have provided Employee Assistance Services for the County of Gloucester for year/s 2015 and 2016.

Penn Behavioral Health Corporate Services acknowledges the proposal requirements, instructions, terms and conditions, and specifications sections of the RFP and state that all these documents are part of our Proposal including the following requested statements:

- That Penn Behavioral Health Corporate Services has Workers Compensation and Employer's Liability Insurance in accordance with New Jersey Law.
- Neither Penn Behavioral Health Corporate Services nor any individuals assigned to this engagement are disbarred, suspended, or otherwise prohibited from professional practice by any federal, state or local agency.
- Penn Behavioral Health Corporate Services is a part of Penn Medicine who does have an Affirmation Action Plan in place, a document prepared by Penn's Human Resource Information Systems is enclosed.

We would welcome the opportunity as a finalist to present Penn Behavioral Health Corporate Services to the County of Gloucester's Evaluation Committee. In the meantime, please do not hesitate to contact me if you have any questions.

Sincerely,


Janet Farrell
Senior Sales Representative
Penn Behavioral Health Corporate Services
3440 Market, Suite 450
Philadelphia, PA 19104
215.746.3085
janetfa@upenn.edu

IV. Pricing - EAP and Work-Life Services

Pricing is combined for the Penn Behavioral Health Corporate Services EAP Program and the Work-Life Services Program.

EAP Program Pricing - For the EAP Program, the 3 Session Model refer to the number of sessions per topic per year each clinical client is permitted for the price stipulated. Employees, spouses, and dependents are eligible.

EAP Programs-Services as outlined in Section 12- Cost Proposal	Per Employee Per Month Rate	Per Employee Per Year Rate
3 Session Model	\$.93 per employee per month	\$11.16 per employee per year

Additional SAP Referrals will be charged \$250 per case

EAP Program Comprehensive Services:

Clinical Client-Oriented

- 24/7 toll-free telephone access to Master's-level and Licensed intake clinicians
- Referrals to regional network of culturally diverse specialists
- Clinical assessments by Master's level professionals
- Coordination with medical health plan
- On-site confidential, face-to-face brief coaching and consulting
- Critical incident/stress debriefings
- Client intervention services for special clinical cases
- Substance abuse, violence, and suicidality screenings
- Assistance in developing Productivity Management Services for the Organization and the Employees

Employer-Oriented

- Client/Corporate/Event Satisfaction surveys
- On Site and Telephonic-Supervisor/Management assistance and consultations
- 1- On Site-Management and supervisory orientation and training
- 1 to 4 -On Site-Wellness Seminars/Trainings for both supervisors and employees
- On Site Critical Incident- 1 or as needed
- Comprehensive promotion campaign and communication materials
- Employee brochures, wallet cards, magnets, and posters
- Senior management briefings
- Personalized account management from dedicated account manager
- Human Resources/Occupational health/Safety Intervention Training
- 3-Substance Abuse Professional Services
- Quarterly and annual utilization reports

BASIS OF AWARD

(To be completed by County evaluation committee)

(100 Point total will be used to determine the Award)

The County will select the vendor deemed most advantageous to the County, based on price and other factors considered.

RFP-17-018 – Employee Assistance Program – University of Penn

EVALUATION FACTORS	SCORE
Points awarded will be based on the information contained in the technical proposal, any supplemental information obtained and information gathered during the interview, if one is conducted.	
<p>A. Technical Proposal contains all required information All required documentation submitted.</p> <p align="center"><u>5</u> points</p>	5
<p>B. <u>Relevance and Extent of Qualifications, Experience, and Training of Personnel to be assigned.</u> <u>25</u> points.</p> <p>Current provider. 20 years in the field. Staff qualifications clearly identified. Proposal makes general statement that all professional staff have an average of 10 years experience.</p>	25
<p>C. <u>Relevance and Extent of Similar Engagements performed</u> <u>25</u> points.</p> <p>Current Provider. Primarily Philadelphia government entities but has provided services to NJ government entities (City of Phila, Burlington County courts)</p>	24
<p>D. <u>Plan for performing engagement is realistic, thorough, and demonstrates knowledge of requirements and personnel availability</u> <u>25</u> points.</p> <p>Vendor is our current Provider. Proposal very thorough in describing how services will be delivered.</p>	25
<p>E. Reasonableness of Cost Proposal <u>20</u> points.</p> <p>Vendor submitted .93 per Employee per Month.</p>	20
TOTALS	99

A3

RESOLUTION AUTHORIZING THE PURCHASE OF COMPUTER EQUIPMENT AND SERVICES FROM SOFTWARE HOUSE INTERNATIONAL CORP. THROUGH STATE CONTRACTS FROM JUNE 13, 2017 TO JUNE 12, 2018 FOR AN AMOUNT NOT TO EXCEED \$250,000.00

WHEREAS, the County of Gloucester has a need to purchase software equipment and related services for use by various County offices; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of goods and services through State contract without the need for public bidding, and it has been determined that the County can purchase said equipment and services through State contracts #A89851 (NJ software license and related services); A#89980 (Panasonic); A#40166 (Microsoft Corporation-laptops and tablets only); A#87720 (Cisco Systems); A#40121 (Lenovo); and A#89978 (Nimble Storage, Inc.) from Software House International, 290 Davidson Avenue, Somerset, NJ 08873, for and amount not to exceed \$250,000.00; and

WHEREAS, the contract is for estimated units of service and is open-ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time; and

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of equipment and services through State contracts #A89851 (NJ software license and related services); A#89980 (Panasonic); A#40166 (Microsoft Corporation-laptops and tablets only); A#87720 (Cisco Systems); A#40121 (Lenovo); and A#89978 (Nimble Storage, Inc.) from Software House International Corp. is hereby authorized from June 13, 2017 to June 12, 2018 for and amount not to exceed \$250,000.00; and

BE IT FURTHER RESOLVED before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the Purchasing Agent of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 7, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

A-4

RESOLUTION RATIFYING AND ACCEPTING A COLLECTIVE BARGAINING AGREEMENT WITH THE FOP #199 COUNTY OF GLOUCESTER CORRECTIONS SERGEANTS ASSOCIATION, FROM JANUARY 1, 2016 TO DECEMBER 31, 2021

WHEREAS, the County of Gloucester and the *FOP #199, County of Gloucester Corrections Sergeants Association* have negotiated a Collective Bargaining Agreement (herein referred to as "Agreement"), for those employees of Gloucester County Correctional Services represented by said FOP #199; and

WHEREAS, under the terms of the Collective Bargaining Agreement, wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2016 through December 31, 2021; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That the County of Gloucester hereby ratifies and accepts the Collective Bargaining Agreement between the County of Gloucester and *FOP #199, County of Gloucester Corrections Sergeants Association*, which Agreement is incorporated herein by reference;
2. Said Agreement shall be effective for the period beginning January 1, 2016 and concluding December 31, 2021;
3. That the Director of the Board and the County Administrator shall be authorized to execute the Agreement and/or other documents necessary to effectuate said Collective Bargaining Agreement and the terms contained therein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders, County of Gloucester, held on Wednesday, June 7, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

A 4

County of Gloucester Corrections Sergeants Association
Fraternal Order of Police Lodge # 199

And

The County of Gloucester
Board of Chosen Freeholders

AGREEMENT

For the period of

January 1, 2016 through December 31, 2021

TABLE OF CONTENTS

Page Number

PREAMBLE		3
ARTICLE NUMBER	ARTICLE	
ONE	RECOGNITION	4
TWO	WORK CONTINUITY	6
THREE	SEVERABILITY CLAUSE	7
FOUR	WORK PERFORMANCE	8
FIVE	FULLY BARGAINED CLAUSE	9
SIX	MANAGEMENT RIGHTS	10
SEVEN	NEGOTIATION PROCEDURES	12
EIGHT	NON DISCRIMINATION	13
NINE	ASSOCIATION RIGHTS	14
TEN	REOPENER PROVISION	16
ELEVEN	DUES DEDUCTIONS	17
TWELVE	AGENCY SHOP	18
THIRTEEN	ASSOCIATION/MANAGEMENT LIASON	21
FOURTEEN	GRIEVANCE PROCEDURE	22
FIFTEEN	EMPLOYEE RIGHTS	27
SIXTEEN	HEALTH AND SAFETY	34
SEVENTEEN	INSURANCE COVERAGE HEALTH BENEFITS	37
EIGHTEEN	WORKDAY OVERTIME AND CALL IN SENIORITY	42
NINETEEN	WAGES	48
TWENTY	HOLIDAYS	49
TWENTY-ONE	VACATION LEAVE	50
TWENTY-TWO	SICK LEAVE	54
TWENTY-THREE	BEREAVEMENT LEAVE	57
TWENTY-FOUR	OTHER LEAVE BENEFITS	58
TWENTY-FIVE	UNIFORMS	61
TWENTY-SIX	SGTS. REIMBURSEMENTS	63
TWENTY-SEVEN	MISCELLANEOUS PROVISIONS	64
TWENTY-EIGHT	DURATION	67
Appendix "A"	Dental fee schedule for employee contribution.	68
Appendix "B"	Salary guide	69
Appendix "C"	Schedule	70

PREAMBLE

This agreement entered into by and between the Gloucester County Board of Chosen Freeholders, hereinafter called "the Employer", Gloucester County Corrections Sergeants Association Inc., hereinafter called "the Association" "Employees", has as its purpose the promotion and improvement of harmonious employee relations between the Employer and the Association; the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of wages, hours, benefits and other terms and conditions of employment, and represents the complete, final and clear understanding on all bargainable issues between the Employer and the Association.

NOW, THEREFORE, in consideration of the mutual covenants and understandings expressed herein the parties hereto agree as follows:

ARTICLE ONE

RECOGNITION

- 1.1 BARGAINING UNIT. The Employer hereby recognizes the Association as the representative for the purpose of collective bargaining with respect to rates of pay, wages, hours, and other terms and conditions of employment for all Corrections Sergeants employed by the Gloucester County Department of Corrections. The Employer will not negotiate any other or any additional terms and conditions of employment including those expressed in this agreement, with any individual or group of employees other than the authorized representatives of the bargaining unit. Specifically excluded from the aforementioned unit are Managerial executives, confidential employees, non-supervisory employees, police professional employees, craft employees, casual employees, rank and file employees, Lieutenants, Captains, and all other employees of the Gloucester County Department of Correctional Services.
- 1.2 USE OF TITLES. Whenever titles are used in this agreement, they shall be defined to include the plural as well as the singular and to include males and females.
- 1.3 REGULATIONS. The rules and regulations of the New Jersey Civil Service Commission, The Merit System Review Board and the Public Employment Relations Commission that apply to the employer and employees covered by this contract are hereby acknowledged to be part of this agreement. Those rules and regulations shall, when appropriate, be interpreted solely by the respective commissions.
- 1.4 MAINTENANCE OF STANDARDS. The rights of both the Employer and the Association shall be respected, and the provisions of this Agreement for the orderly settlement of all questions regarding such rights, shall be observed.

1.5 It is understood that the Employer shall follow the guidelines of N.J.A.C.10A Chapter 31 Adult County Correctional Facilities and all other applicable statutes.

ARTICLE TWO

WORK CONTINUITY

- 2.1 It is recognized that the need for continued and uninterrupted operation of the Corrections Department and its functions is of paramount importance to the citizens of the community and that there should be no interference with such operations.
- 2.2 The bargaining unit and the employees covered by this agreement covenant and agree that during the term of this agreement neither the bargaining unit nor any member of the bargaining unit's organization, or any individual or group of members of the bargaining unit, shall authorize or support, nor shall any if its members take part in any strike, work stoppage, slowdown or walk-out against the Employer. The bargaining unit agrees that any such action shall constitute a material breach of this agreement on the part of the bargaining unit, its members and members of the bargaining unit.
- 2.3 The bargaining unit agrees that it shall do everything in its power to actively discourage any strike, work stoppage, slowdown or other activity aforementioned, including but not limited to, publicly disavowing such action and directing all such members who participate in such activities to cease and desist from such activities immediately and to return to work, along with such other steps as may be necessary under the circumstances, and to bring about compliance with its order.

The bargaining unit agrees that it shall undertake any necessary action to terminate any of the above activity on the part of its members of the Association.

- 2.4 No lockout of employees shall be instituted or supported by the Employer during the terms of this agreement.

ARTICLE THREE

SEVERABILITY CLAUSE

3.1 If any part, clause, portion or article of this agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted and the remainder of the agreement not so affected shall continue in full force and effect absent the affected clause.

3.2 Immediately both the Employer and the Employee shall attempt to negotiate a new clause to correct any illegality that was severed.

ARTICLE FOUR

WORK PERFORMANCE

4.1 All employees covered by this agreement shall be expected to perform all duties as assigned by their supervisors. They shall include, but not be limited to the specific functions and duties enumerated in their individual job descriptions as set forth by N.J.D.O.P. and any other such functions, which may be assigned from time to time by their supervisors or through employee work rules, the Gloucester County Human Resources Manual or Department of Correctional Services Policy and Procedure Manual.

ARTICLE FIVE

FULLY BARGAINED CLAUSE

5.1 This agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues, which were or could have been the subject of negotiations including previous Arbitrations and Negotiated Settlements during the term of this agreement. Neither party shall be required to negotiate with respect to any such matter covered by this agreement. The parties further agree that there are no additional promises, warranties or guarantees other than those contained specifically in the language of this agreement. Therefore, the four corners of this Agreement prevail.

ARTICLE SIX

MANAGEMENT RIGHTS

6.1 RIGHTS RESERVED. The Employer hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this agreement by the laws and constitution of the State of New Jersey and of the United States including, but without limiting the generality of the forgoing, the following rights:

- a) The executive management and administrative control of the county government and its properties, facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate, verifiable and efficient manner possible, for good and just cause, as may from time to time be determined by the Employer.
- b) To make rules of procedures and conduct, to introduce and use new and improved methods and equipment, to decide the number of employees needed for any particular time and to be in sole charge of the quality and quantity of the work required.
- c) To subcontract for any existing or future service as determined necessary by the Employer however, no New Jersey Department of Personnel/ Civil Service job classification or position shall be eliminated by such action.
- d) The rights of management to make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purpose of maintaining order, safety, and/or the effective operation of the county after advance notice thereof to the employees and to require compliance by the employees is recognized. Any changes that adversely affect the terms and

conditions of employment for members of this bargaining unit shall be properly negotiated with this bargaining unit prior to being implemented.

- e) To hire all employees, and subject to the provisions of law, to determine their qualifications and conditions of continued employment, or assignment, and to promote and transfer employees per existing Department of Personnel regulations.
- f) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for good and just cause according to law.
- g) To layoff employees in the event of lack of work, funds or under conditions where continuation of such work would be inefficient and non productive or for other legitimate reasons, however any reduction in position number that might impact the safety of staff, inmate population or the public at large, would require negotiation with the bargaining unit.

6.2 LIMITATIONS. In the exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Employer, the adoption of policies, rules, regulations, and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and laws of New Jersey and the United States.

6.3 STATUTORY RIGHTS. Nothing contained herein shall be construed to deny or restrict the Employer of its rights, responsibilities, and authority under R.S.40A, or any other national, state, county or local laws or regulations subject to the terms of this agreement.

ARTICLE SEVEN

NEGOTIATION PROCEDURES

- 7.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with the New Jersey Employer/Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment covering the personnel in this bargaining unit. Such negotiations shall begin no later than Ninety (90) days prior to when this agreement expires or a reopened provision of this agreement takes effect.
- 7.2 Any agreement so negotiated shall apply to all employees included in this bargaining unit, shall be reduced to writing, shall be signed by authorized representatives of the Employer and the members of the bargaining unit as represented by the Association.
- 7.3 The Employer agrees that there shall be no changes in the terms and conditions of employment as enumerated in this agreement during the lifetime of this agreement, except through negotiations between the parties under the terms of this agreement and through a properly executed memorandum of understanding.
- 7.4 Whenever any representative of the bargaining unit or any employee is mutually scheduled by the parties to participate during the employees scheduled working hours in negotiations, grievance conferences or meetings, he/she shall suffer no loss in pay or other fringe benefits and shall be relieved from duty.

ARTICLE EIGHT

NON-DISCRMINATION

- 8.1 NON-DISCRIMINATION. The Employer shall comply with the mandatory provisions of relevant State and Federal laws prohibiting discrimination in the workplace.
- 8.2 The parties also agree that there shall be no favoritism for reasons of gender, age, race, religion, marital status, national origin, physical disabilities, mental disabilities or family relationship (in accordance with the definition of "immediate family"), in promotion, transfer, or any other condition and privileges of employment.
- 8.3 RESPECT AND DIGNITY. The Employer and the Association agree that the working environment shall be characterized by mutual respect for the common dignity to which all individuals are entitled as outlined in the Gloucester County Human Resources Manual Chapter 7, Section 7. Violation of said policy shall be grounds for disciplinary action.
- 8.4 UNION ACTIVITY. The Employer and the Association shall not interfere with the right of employees to become or not to become members of the Union and further that there shall be no discrimination or coercion against any employees because of Union membership or non-Union membership.

ARTICLE NINE

ASSOCIATION RIGHTS

- 9.1 INFORMATION. The Employer shall make available to the Association for inspection all financial records and data in the public domain, upon written request, at a time of mutual convenience.
- 9.2 RELEASE TIME. Whenever any representative of the Association or any employee participates during work hours in negotiations, grievance proceedings, conferences, or meetings which relate to Association business with management or the Employer, he shall suffer no loss in pay nor be required to make up such time. It is agreed that such meetings shall be subject to mutual agreement by management and/or Employer and the Association.
- 9.3 BULLETIN BOARD. One (1) keyed glass door encased bulletin board (36"x 48") provided by the Employer and for the exclusive use of the Association. The location for the board shall be designated by the Association, subject to the approval of the Employer and his/her designee.
- 9.4 STATUTORY LEAVES. Representatives of the Association shall be granted leave to attend all authorized conventions / conference/ mini-conference as provided in and by statute N.J.S.A.40A:14-177.
- 9.5 RECOGNIZED REPRESENTATIVES. The Employer shall recognize and communicate with the Association's designated representative for information purposes pertaining to salary, benefits, or any other issues involving employees and the County Treasurer's Office. The Treasurer's Office shall be notified of the name of the representative.

9.6 ASSOCIATION LEAVE. In addition to any leaves granted by statute, up to an aggregate total of twenty (20) days leave with pay per year shall be granted to representatives of the Association to attend conferences, seminars and/or conventions which relate to Association business and are not formally covered under the NJ State Statute.

This includes preparation time for negotiations however; it does not include the negotiation time itself covered by N.J.S.A. Title 34.

The aforementioned twenty (20) aggregate days are the respective total in each year of this agreement for all representatives of the Association. It is not a total for each representative. The Executive Board of the Association shall designate the representatives and shall provide the Employer with reasonable notice prior to the date(s) of such leave(s).

9.7 COMPUTER/TELEPHONE USE. The Employer agrees to allow the Association to use the County computer and phone systems for official business of the Association and for communications between the Association and the Employer.

9.8 BUSINESS ON COUNTY PROPERTY. Representatives of the Association, (President, Vice President, Secretary, Lodge Trustee) who are acknowledged by the Employer, may be permitted to transact Association business on County property, in the case of an emergency or time sensitive issues, provided that this does not unreasonably interfere with or interrupt normal County operations. It is understood that such said business is not to be routinely discussed on County time, on County property.

ARTICLE TEN

RE-OPENER PROVISION

- 10.1 In the event of a substantial modification of job function of a class of employees, upon written request of the Association, the contract shall be re-opened on this issue only.

- 10.2 In the event a State Statute changes and directly affects this Collective Bargaining Agreement and the terms and conditions of the employment changes, this CBA may be opened by mutual agreement to address that specific change.

ARTICLE ELEVEN

DUES DEDUCTIONS

11.1 DEDUCTIONS. The Employer agrees to make payroll deduction of Association dues when authorized to do so by the employee on the appropriate form. Association dues deductions shall be exclusive to the Gloucester County Corrections Sergeants Association. The amount of the said deduction shall have been certified to the Employer by the Secretary/Treasurer of the Association. The Employer shall remit the dues to the address designated by the Association no later than the last day of the month following the calendar quarter in which such deductions are made (or earlier, if reasonably possible) together with a list of employees from whose pay deductions were made.

11.2 SAVE HARMLESS. The Association shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of fee deductions by the Employer for the Association which the Employer has remitted to the Association and reliance by the Employer on any representations made by the Association with respect to this article. The Employer shall give the Association notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.

ARTICLE TWELVE

AGENCY SHOP

12.1 PURPOSE OF FEE. The Employer agrees to deduct the representation fee in lieu of dues from the earnings of those employees who elect to become a member of the Association and to transmit the fee to the majority representative, pursuant to Law Ch 477 PL 1979 N.J.S.A.

12.2 NOTIFICATION OF AMOUNT OF FEE. Prior to the beginning of each membership year, the Association shall notify the Employer of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall be determined by the Association and shall be up to Eighty-Five (85%) percent of that amount.

12.3 FEE REPRESENTATION. Such sum representing the representation fee shall not reflect the costs of financial support or partisan political or ideological nature only incidentally related to the terms and conditions of employment, except to the extent that is it necessary for the majority representative to engage in lobbying activities designed to foster its policy goals in collective negotiations to secure for the employees it represents advances in wages, hours and other terms and conditions of employment in addition to those which are secured through collective negotiations with the Employer.

12.4 CHALLENGING ASSESSMENT PROCEDURE. The Association acknowledges and affirms that it has established a procedure by which a non-member employee(s) in the unit can challenge the assessment as in N.J.S.A.34:13A-5.6. In the event that the challenge is filed, the deduction of the representation fee shall be held in escrow by the Association pending final resolution. This appeal procedure shall in no way involve the Employer or require the Employer to take any action.

12.5 DEDUCTION NOTIFICATION. Once during each membership year covered in whole or in part by this agreement, the Association shall submit to the Employer a list of those employees who have not become members of the Association for the then current membership year. The Employer shall then deduct from the earnings of such employees (in accordance with paragraph 12.6 below) the full amount of the representation fee and shall promptly transmit the amount so deducted to the Association.

12.6 PAYROLL DEDUCTION SCHEDULE. The Employer shall deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid;

- a) Ten (10) days after receipt of foresaid list; or
- b) Thirty (30) days after the employee begins his employment in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid Ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

12.7 TERMINATION OF EMPLOYMENT. If an employee, who is required to pay a representation fee, terminates his employment with the Employer before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Employer shall deduct the unpaid portion of the fee from the last paycheck paid to the said employee during the membership year in question.

12.8 MECHANICS. Except as otherwise provided in this article, the mechanics for the deduction of the representation fee and the transmittal of such fees to the Association shall, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

12.9 CHANGES. The Association shall notify the Employer in writing of any changes in the list provided for in paragraph 12.5 above and/or the amount of the representation fees, and such changes shall be reflected in any deductions made more than Ten (10) days after the Employer received said notice.

12.10 NEW EMPLOYEES. On or about the first day of each month, beginning with the month this agreement becomes effective, the Employer shall submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding Thirty (30) day period. The list shall include names, job titles and the dates of employment for all such employees.

12.11 SAVE HARMLESS. The Association shall indemnify, defend and hold the Employer harmless against any and all claims, demands, suits or other forms of liability that shall braise out of fee deductions by the Employer for the Association which the Employer has remitted to the Association and reliance by the Employer on any representations made by the Association with the respect of this Article. The Employer shall give the Association notice in writing of any claim, demand, suit or other form of liability in regard to which it shall seek to implement this paragraph.

12.12 INTENT OF THE PARTIES. It is the intent of the parties, in entering into this agreement, to fully comply with the rules and regulations of the New Jersey Public Employment Relations Commission and the New Jersey Public Employment Relations Commission Appeal Board regulating agency fee deductions. To the extent any procedure established by these provisions is not in harmony with such rules and regulations, the parties agree to promptly negotiate a replacement clause to correct such deficiency. All other non-effected clauses shall remain in full force and effect to the extent permitted by law.

ARTICLE THIRTEEN

ASSOCIATION/MANAGEMENT LIASON

13.1 MEETINGS. The Employer or his/her designee, agrees to sit down with the representatives of the Association (President and/or designee(s) and discuss any outstanding grievances, unfair labor practices, policy and procedure change recommendations, promotions within the Department, manner and method of increasing the level of professionalism within the Department, or anything affecting the work environment of the employee. These meetings are not intended to by-pass the grievance procedure or to be considered contract negotiations. These discussions shall take place to foster a better working relationship as well as work out any outstanding issues. These discussions shall take place on a quarterly basis or by request of either party if circumstances warrant such a meeting.

ARTICLE FOURTEEN

GRIEVANCE PROCEDURES

14.1 PURPOSE. The purpose of this procedure is to secure, at the lowest possible level, prompt and equitable solutions to the problem which may arise affecting the terms and conditions of employment, consistent with contractual obligations and operational requirements. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of this procedure.

- (a) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without the intervention of the Association, provided such adjustment is not inconsistent with the terms of this agreement.

14.2 DEFINITIONS:

- 1) GRIEVANCE: A grievance is a claim by an employee, group of employees, or the Association/Representative on behalf of an employee or group of employees, based upon a claimed breach, misinterpretation or improper application of the terms of the four corners of this agreement; or a claimed violation, misinterpretation, misapplication or violation of policies shall have the sole remedy of the grievance procedure as stated in the Gloucester County Human Resources Manual, Sections 7.14 and 7.15; or a minor discipline determination appeal.
- 2) AGGRIEVED PERSON: An aggrieved person is the person or persons, Association or their Representative making the claim.

14.3 PROCEDURE. Since it is important that grievances be processed as rapidly as possible, the number of days at each level shall be considered as the maximum. The time limits specified may, however, be extended by mutual agreement. If no

response is made by management by the end of their time allotment, it shall be construed to be a denial of the grievance, and the Association may proceed to the next level.

(NOTE: Before submission of a written grievance, the aggrieved party may orally present and discuss his/her grievance in an attempt to resolve it informally.)

- a. LEVEL ONE. A grievance may be filed in writing with the Administrative Lieutenant, within Ten (10) calendar days of the occurrence of the grievance. Failure to act within said (10) calendar days shall be deemed to constitute an abandonment of the grievance. The Administrative Lieutenant shall review and/or meet with the appropriate Sergeants and shall render a written decision within Ten (10) calendar days after receipt of the grievance.
- b. LEVEL TWO. In the event a settlement has not been reached through Level One Procedures, the grievance may be appealed to the Warden within Ten (10) calendar days following receipt of the determination of Level One. The Warden or his/her designee may schedule and hold a meeting within Ten (10) calendar days following receipt of the grievance or shall render a written decision within ten (10) days. If a meeting occurs, the Warden shall render a written determination within Ten (10) calendar days after the date of such meeting.
- c. LEVEL THREE. In the event a settlement has not been reached through Level Two Procedures, the grievance may be appealed to the County Administrator or his/her designee within Ten (10) calendar days following receipt of the determination of Level Two. The County Administrator or his/her designee shall render a written determination within Ten (10) days following receipt of the grievance.

- d. LEVEL FOUR. In the event a settlement has not been reached through Level Three Procedures, the Association may, after determining the grievance is meritorious, submit the grievance to arbitration.

If the Association does not wish to pursue Arbitration an individual may not bring an individual grievance to PERC.

14.4 ARBITRATION. If the Association determines that the grievance is meritorious, the following steps shall be adhered to:

- 1) The Association may submit the grievance to arbitration within Ten (10) calendar days following receipt of the Level Three determination or within Thirty (30) calendar days following submission of the grievance to Level Three. Such submission shall be pursuant to the rules of the New Jersey Public Employment Relations Commission. Nothing herein precludes a mutual selection of an arbitrator by the parties.
- 2) It is understood that arbitration shall be limited to grievances based upon the misinterpretation, application or violation of the four corners of the agreement as set forth in Article 14, Section 14.1 and 14.2.
- 3) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest with the arbitrator selected in accordance with the provisions of Section 14.4(1) of this article or PERC, or a court of jurisdiction.
- 4) The arbitrator may consider any past practice precedent needed to clarify language of this agreement or to the extent that modifying a past precedent adversely affecting the terms and conditions of employment for members of the bargaining unit.

- 5) The arbitrator shall not add to, subtract from, or modify the terms of this agreement.
- 6) No more than one grievance or issue may be submitted to a single arbitrator in any single proceeding unless otherwise agreed to in writing by the parties.
- 7) The arbitrator's decision shall be in writing, setting forth the reasons therefore, and shall be transmitted to the parties, and shall be final and binding.
- 8) Employees covered by this Agreement, who are called as witnesses of a grievance at a grievance hearing shall be granted time off without loss of pay. No additional time and/or compensation shall be given to an off duty witness.

14.5 COSTS. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne equally by the Employer and the Association. Any other expenses incurred shall be paid by the party incurring the same.

14.6 REPRESENTATION. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, legal counsel or at his/her option with a representative selected and approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

14.7 REPRISALS. There shall be no reprisal against any member of the Association or any individual by virtue of their participation or lack of participation in the prescribed grievance procedure.

14.8 GROUP GRIEVANCE. If, in the judgment of the Association, a grievance affects more than one employee, the Association shall identify the employee(s) and may submit such grievance in writing, and the processing of such grievance shall commence at LEVEL TWO. The Association may process such a grievance through ALL levels of the grievance procedure.

14.9 FORMS. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared by the Association and appropriately distributed so as to facilitate operation of the grievance procedure.

14.10 MISCELLANEOUS.

- (1) All decisions set forth to the aggrieved person shall be set forth in writing and shall include an explanation and shall be transmitted promptly to the Association.
- (2) All documents, communications and records dealing with the processing of a grievance shall be filed in accordance with New Jersey's Records Management Services Program (formerly NJ DARM). This includes any filed Grievance, Negotiated Settlement and any Arbitration award.
- (3) All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives heretofore referred to in this Article.

ARTICLE FIFTEEN

EMPLOYEE RIGHTS

15.1 PERSONNEL INFORMATION. Employees covered by this agreement shall be entitled to inspect their personnel file upon request and by appointment.

- a. Prior to the placing of any material in the employee's personnel file, which could have an adverse effect on an employee's employment status, the employee shall be given the opportunity to review such material. This material shall be filed and stored in a secure area with access only to authorized personnel. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature does not necessarily indicate agreement with the contents thereof. The employee may also submit a written response to such material within Ten (10) calendar days after he/she has reviewed the same, and his/her response shall be included in the employee's personnel file. An Employee may, after reviewing their personnel file, place a statement of rebuttal or clarification in the file.

- b. Disclosure of personnel records pursuant to N.J.S.A. 47:1A-10 the Open Public Records Act (OPRA) the Employer and the Association agree that all personnel of individual bargaining unit employees shall be maintained in confidence and shall not be disclosed except to authorized persons having expressed written consent and in accordance with the provisions thereto.

- c. All disciplinary records on employees shall be kept in the confidential County Personnel Department. Every effort shall be made to keep any files made on Sergeant personnel in a locked and secured facility. Each employee shall receive a copy of all documents critical of the employee or the employee's job performance and shall be required to sign such documents, which are to be placed in his/her personnel file.

- d. The employee's signature shall not signify agreement with discipline, it shall acknowledge their awareness of the matter being addressed. The employee may at his/her option, submit a written response to such document, which shall be included with the document in the employee's file.

15.2 DISCIPLINE. Discipline of an employee shall be imposed only for just cause. The terms of this Article shall not apply to provisional employees or employees serving their working test period. Employees serving their working test period shall retain all rights under the Merit System Laws, Rules or Regulations.

15.3 Discipline under this Article is defined by N.J.A.C.4A:2-22, Gloucester County Human Resources Manual Chapter 7 Section 3, N.J.S.A.11A-20, N.J.S.A:10A:31-4 and N.J.S.A.40A:14-181. It is understood that demotions or discharges resulting in layoff or Department of Personnel bumping procedures shall not be construed as discipline. Except in extreme cases of misconduct, discipline shall be intended as corrective and shall be progressive in nature. The Employer may promulgate a memorandum of specific prohibited conduct which is subject to disciplinary action. Each act will contain a separate schedule of progressive sanctions intended to be corrective in nature.

(A) TYPES OF DISCIPLINE

- a. Minor Discipline: Formal written reprimand or a suspension of five (5) working days or less
- b. Major Discipline: Suspension or fine for more than five (5) working days at any one time

(B) INVESTIGATIONS. All internal investigations, administrative and/ or criminal and all minor/major disciplinary charges, shall comply with all relevant state statutes and policies, including but not limited to the Attorney

General's Guidelines and any amendments of that Guideline, Title 11 and Title 40.

- a. CHARGES. Employees are obligated to comply conscientiously with all rules and regulations of the Employer, provided such rules do not conflict with the express provisions of this agreement and are not otherwise unlawful or improper. Employees may be disciplined as set forth in accordance with a promulgated disciplinary policy. When the Employer or his/her designee imposes discipline, written notice of such discipline shall be given to the employee. Such notice shall contain the specific regulation violated and the nature of the charge, a general description of the alleged acts and/or conduct upon which the charge is based and the nature of discipline. If charges are to be brought, they shall be in accordance with the applicable statutes including the forty-five (45) day rule.

- b. HEARINGS. Any employee who has been charged with Major Discipline shall be entitled to a hearing. Any employee who receives a preliminary notice of major disciplinary action pursuant to Civil Service Department of Personnel rules shall be allowed Five (5) days in which to request a departmental hearing.

Such hearings shall be conducted within Thirty (30) days after service of charge, prior to the suspension, unless, in the judgment of the Employer or his/her designee, the offense is of such a serious nature that the suspension should commence prior to any hearing. The hearing shall be conducted by a person outside the department to determine the validity of the charges and all such hearings shall be recorded. Prior to any departmental interview, the employee shall be afforded the opportunity for Association representation/legal counsel

and the interview shall be delayed until such representation/legal counsel is present.

- c. REPRESENTATION. An employee is entitled to have Association appointed representation/legal counsel at any disciplinary investigation/hearing and the rights as defined by the “Law Enforcement Protection Act”, “Weingarten”, “Garrity” and “Loudermill”. Employees, who are required as witnesses at such hearings as well as the Association representative, shall suffer no loss of regular straight time pay to appear at such investigation/hearing.
- d. APPEALS. All appeals shall follow the normal established procedure for each disciplinary action.

The Appeals process for minor discipline, as defined as a formal written reprimand or a suspension or fine of five (5) working days or less is through the grievance procedure.

The Appeals process for major discipline, as defined as a suspension or fine for more than five (5) working days at any one time is the Office of Administrative Law.

- e. LIMITATIONS ON DRUG AND ALCOHOL TESTING. Employees may be subject to drug and alcohol testing only as required and in accordance with the Attorney General’s Guidelines and the Gloucester County Human Resources Manual Chapter 7, Section 6 and Chapter 5, Section 10. The Employer reserves the right to create an addendum to specifically deal with the Department of Corrections Personnel, provided it is in compliance with the Attorney General’s Guidelines for testing.

15.4 RE-EMPLOYMENT RIGHTS. Permanent employees who sever employment relationship with the Employer shall have the right to their former position within Thirty (30) calendar days of the effective date of separation with no loss of salary, benefits, or seniority. Employees who separate for more than Thirty (30) days shall not receive credit for contractual benefits lost upon their resignation.

The foregoing is in addition to any re-employment rights to which the employee may be entitled through New Jersey Civil Service Commission. If any paragraph conflicts with any New Jersey Department of Personnel procedures or Administrative Codes, the New Jersey Civil Service Department of Personnel procedure or Administrative Code shall govern and take precedence.

15.5 EVALUATIONS. Each employee covered by this agreement may be evaluated in writing at least once a year or as required by the Civil Service Department of Personnel rules and regulations or other such legal mandates. Performance evaluations will be conducted by the Employer or his/her designee as outlined in the Gloucester County Human Resources Manual Chapter 7, Section 1.

15.6 SENIORITY. Seniority list will be developed and posted within Thirty (30) days of the signing of this agreement and shall be presumed to be accurate unless a question is raised by an individual, or the Association on behalf of the individual, within Ten (10) calendar days of the posting. The seniority lists shall be used for determining Shift Bidding, Job bidding, vacation selection as well as scheduling of voluntary overtime.

(a) Seniority is defined as certified time in the job classification title as "County Corrections Sergeant" as listed with New Jersey Department of Personnel. Seniority shall apply to all issues related to shift bidding, job bidding, voluntary overtime, vacation selection and any and all Leave selections.

- (b) Provisional appointments shall not be made except as provided in N.J.S.A.11A:4-13 and the N.J.A.C. Chapter 4

- (c) Any employee may exercise seniority to bid for vacancies on shift assignments and job positions provided that the Employers criteria for job qualifications are met. The Employers criteria for job qualifications include the employee's entire personnel record. Once a shift assignment(s) or job position(s) is vacant, the Employer has Ten (10) days to post the vacancy. All vacancies in shift assignments and job position shall be posted for bid (10) days prior to selection, after the posting time has expired. The Employer shall then post the name of the person filling the assignment or position within Ten (10) days after the posted bid time for the vacancy has expired. The assignment or position shall then be filled within Twenty (20) days of the selection. The individual filling said position must be able to physically fill said position in that twenty (20) day period (excluding Bereavement, vacation, or sick leave).

- (d) In the event any shift assignment or job position which may occur, that individual shall be given Ninety (90) days to demonstrate that he/she has the ability to perform the task. An employee shall be given reasonable opportunity to correct deficiencies prior to the end of the Ninety (90) day period which shall be documented, given, and reviewed with the employee in an evaluation.

- (e) While on leave of absence as provided by law, Employees shall continue to accrue job classification seniority. However, an Employee on unpaid leave of absence shall not accrue job classification seniority.

15.7 MERIT SYSTEM EXAMINATIONS. Sergeants who are scheduled to take open competitive examinations for the position in which the Sergeant is provisional, or to take promotional examinations administered by the Department of Personnel of the

State of New Jersey, for positions in County Corrections, shall be granted time off with pay to take such examinations if they are scheduled during the work shift of the Sergeant. Such privileges may not be abused.

15.8 LEGAL REPRESENTATION. Whenever an employee covered by this agreement is a defendant in any action or legal proceeding arising out of and directly related to the lawful exercise of police powers except in cases of disciplinary proceedings brought against an employee by the Employer or in criminal proceeding instituted as a result of a complaint on behalf of the Employer, said employee will be permitted to select an attorney of his/her choice as his/her representative, or may designate an attorney from a panel of attorneys selected by the office of County Counsel. Reasonable fees for such representation shall be paid by the Employer. In cases of disciplinary proceedings brought against the employee by the Employer, or in cases of criminal proceedings instituted as a result of a complaint on behalf of the Employer, the Employer shall pay reasonable fees as determined by County Counsel, for the selected attorney or for the attorney designated from the aforementioned panel if such disciplinary or criminal proceedings are dismissed or finally determined in favor of the employee. Attorney fees shall not be reimbursed in connection with the settlement of disciplinary grievances, either prior to or during the course of arbitration unless the settlement specifically provides otherwise.

ARTICLE SIXTEEN

HEALTH AND SAFETY

16.1 WORKING ENVIRONMENT. The Employer shall continue to make reasonable provisions for health and safety of its employees during the hours of their employment and shall continue to provide employees with any wearing apparel, tools, devices, or cleaning supplies reasonably necessary in order to ensure a reasonably safe and healthful place of employment as outlined in the County Human Resources Manual Chapter 8, Section 1. The proper use of this equipment is mandatory on the part of all employees and any employee who refuses to comply with a health and safety regulation shall be subject to discipline. Employees shall not be required to work under conditions which present an imminent hazard to health and safety not detailed as normal work performance as outlined in Article 4. Section 4.1

16.2 HEALTH AND SAFETY COMMITTEE. The Association shall designate a representative to be a member of and to attend all scheduled committee meetings to review occupational safety and health concerns or hazards affecting the employees, to discuss possible remedies or programs for such problems and to make recommendations concerning improvement or modification of conditions regarding health and safety. The Employer will schedule a meeting, of the committee, during working hours and the Association representatives shall suffer no loss of regular straight time pay to attend.

16.3 LEGAL MANDATES. Legal mandates regarding occupational and environmental health and safety incumbent upon the Employer and employee shall continue to be observed.

16.4 HEALTH HAZARDS. Any employee required/requested to transport or is in contact with any person carrying or having an infectious disease shall be notified of such in advance, if known. The Employer agrees to take all reasonable precautions regarding protection for the employee. If a health hazard is not known until after an employee's

contact, the Employer shall notify the employee as soon as possible, and any required medical exams and/or treatment shall be provided by the Employer at no cost to the employee and without loss of pay if during working hours.

16.5 BULLET/STAB RESISTANT VESTS. All Employees shall be issued Bullet/Stab resistant vest. Bullet/Stab resistant vest panels shall be replaced by the Employer according to manufacturer recommendations (expiration date) and shall be equivalent to the stopping power of department issued caliber. Vest carriers shall be replaced by the Employer on an as needed basis by a purchase order voucher system. Bullet/Stab resistant vests are required to be worn while on duty in uniform.

16.6 RIOT GEAR. The Employer shall provide adequate riot gear and equipment to help facilitate the quelling of disturbances by inmates as provided for in N.J.S.A.10A:31-5 and 10A:31-7.5.

16.7 PORTABLE RADIOS. The Employer agrees to issue all Employees covered by this agreement a new or fully functional portable two-way radio, microphone and home charger. All repairs/replacements shall be provided by the Employer.

16.8 ON THE JOB INJURY. In the event of an on the job injury, the Employer and the employee shall follow the guidelines of the Gloucester County Human Resources Manual Chapter 8, Section 2. Time off required for medical attention on the actual date of such injury shall not be charged against the employee's accumulated sick leave unless the Workers Compensation investigation finds the claim not valid.

16.9 INOCULATIONS/SCREENING. The Employer shall make Hepatitis Inoculations, Influenza Inoculations and Hepatitis C screening available to all Employees covered by this agreement each year on a voluntary basis and without charge. The Association shall provide to the Employer a list of the Employees each year, who wish to participate in the above Inoculation/Screening. This is a voluntary participation by the employees and both eligibility restrictions and supply availability may apply. The screening if requested shall

be done by the primary care physician of the employee or in cases of Workers Compensation that involve a screening then that physician shall administer the screening.

ARTICLE SEVENTEEN

INSURANCE COVERAGE—HEALTH BENEFITS

17.1 HEALTH BENEFITS.

The Employer shall continue to provide the following insurance coverage by this Agreement for any full time Employee and his/her dependents. Health Benefits are defined as all health insurance coverage and includes medical, prescription, vision, and dental plans presently in existence.

Medical coverage will be in accordance with the plans offered by the State Health Benefits Program and shall be provided for each Employee and his eligible dependents.

The list of dependents is included in the Annual Open Enrollment Guide and it shall comply with the State and Federal Laws pertaining to this subject matter.

17.2 CARRIERS.

- a. Medical Coverage will be in accordance with the plans offered by the State Health Benefits Program. The Employer retains the right to change to a self-insured plan or a private carrier providing that the coverage and benefits provided meet or exceed the present coverage.
- b. The Employer shall notify the F.O.P. at least thirty (30) days in advance of any such change in order to provide the F.O.P. ample time to review the change being implemented.
- c. In the event the F.O.P. does not agree that the benefits are equivalent or superior, the F.O.P. shall then submit the matter directly to arbitration in accordance with Article II, Section "D". Such arbitration decision shall occur prior to any such change.
- d. The Open Enrollment period is October effective the following January.

17.3 MEDICAL COVERAGE CONTRIBUTION and CO-PAYS

Per applicable New Jersey law, Employees shall have at a minimum, one and one half (1.5%) percent of their pensionable base salary, or the appropriate percentage of applicable premiums if higher, deducted from their annual pay to offset the cost of health care coverage. Said percentage shall be equally distributed and deducted from their bi-weekly pay.

Co-pays, coinsurance, coverage limits and exclusions shall not be materially changed.

17.4 PRESCRIPTION PLAN.

Prescription Drug Coverage will be in accordance with the Employee Prescription Drug plan offered by the State Health Benefits Program. Co-pays, coinsurance, coverage limits and exclusions shall not be materially changed.

17.5 OPTICAL PLAN. It is understood that this shall remain a separate policy providing in addition to the Optical Plan coverage provided under the Employers Medical Coverage. Allowances for the following items shall be as indicated:

1) EXAMINATIONS	Thirty (\$30) dollars
2) FRAMES	Twenty (\$20) dollars
3) SINGLE VISION LENSES	Thirty (\$30) dollars
4) BI-FOCAL LENSES	Forty-Three (\$43) dollars
5) TRI-FOCAL LENSES	Fifty (\$50) dollars
6) LENTICULAR LENSES	One Hundred (\$100) dollars
7) CONTACT LENSES	Two Hundred (\$200) dollars

17.6 DENTAL PLAN. The Employer shall continue to provide dental insurance in accordance with the Indemnity Plan for employees only, at a cost to the Employer which shall not exceed Thirty-One (31) dollars. There shall be no deductible for any of the

services provided under the plan. As an alternative to the Indemnity Plan, the Employer shall offer coverage through a Dental Plan Organization, the terms of which shall be agreed upon by the Employer and the Association. Employees who elect to enroll in the Dental Plan Organization may also enroll their dependents. However, in no case shall the Employer be required to pay a higher monthly premium for any such employee than it would have paid for employee only coverage under the Indemnity Plan. Any premium costs incurred by an employee in excess of the Indemnity Plan rates will be paid by the employee through payroll deductions on a pre-tax basis, as authorized by Section 125 of the Internal Revenue Code. Open Enrollment period is October effective the following January. SEE APPENDIX "A"

17.7 EMPLOYEE TERMINATION/UNPAID LEAVE. Employees who terminate their employment or begin unpaid leaves after the Fifth (5th) day of the month shall have their health benefits continued by the Employer for one calendar month following the month in which the leave begins. Employees on approved leaves of absence shall continue thereafter in accordance with FMLA. Once all benefits under FMLA have been exhausted, the employee may continue coverage at his/her own expense by paying the applicable premium charges to the Employer Four (4) weeks in advance of the coverage month.

(a) Premium charges for health insurance shall be subject to the following conditions:

- 1) In the case of a self-funded plan, premiums shall reflect anticipated costs to the Employer of providing the insurance, using actual estimates or experience factors.
- 2) Employees on active pay status shall be required to contribute toward the costs of medical insurance to the extent that the monthly premium for their selected coverage exceeds the applicable premium for the indemnity plan or the Aetna Health Care Plan, whichever is higher.

17.8 DISABILITY BENEFITS. The Employer shall provide disability coverage to all employees under the State Temporary Disability Benefits Law, Coverage shall be financed by Employer/employee contributions as required by law.

17.9 RETIREMENT BENEFITS. The Employer shall provide for the continuation of paid health benefits as described in Article 17 Section 17.3 above for employees and their dependents upon the employees' retirement in accordance with County Policy. Employees to be eligible must retire with Twenty-Five (25) years of service credited by P.E.R.S. or P.F.R.S. Employees with seven (7) years of County service and Twenty-Five (25) years of service credited by P.E.R.S. or P.F.R.S. are eligible for the County Prescription Plan upon retirement. Any Sergeant Age Fifty-Five (55) or over who chooses to take pension before Twenty-Five (25) years of P.E.R.S. or P.F.R.S. service shall be able to buy prescription and health benefits at cost (county group rate).

17.10 DEATH OF ACTIVE EMPLOYEE.

(a) Upon the death of an active Sergeant as a result of an accident met in the actual performance of duty, all health benefits shall continue to the surviving spouse for life or remarriage and/or until maximum age allowances are met for dependent child/children, per statute.

(b) Upon the death of an active Sergeant under circumstances not covered in the paragraph (a) above all benefits shall continue to be provided to the surviving spouse and dependent child/children for a period of one year after such Sergeant's death.

17.11 WAIVER OF BENEFITS. In January of each year, commencing in 1995, employees who are enrolled in the medical or prescription plans pursuant to Article 17 Section 17.3 and 17.4 may elect to waive either or both forms of coverage subject to the following provisions:

- a. Employees shall be permitted to waive Employer provided coverage only upon furnishing proof of other medical coverage through a spouses' employer or other source.
- b. Waiver of coverage shall remain in effect unless the employee elects to re-enroll during a subsequent November open enrollment period or unless the employee loses his/her alternative coverage (as, for example, by the termination of a spouse's employment). An employee who re-enrolls because of a loss of alternative coverage shall resume coverage under the Employers Health Benefits Program shall receive coverage within sixty (60) days of notification.
- c. Waivers of coverage shall take effect January 1st following the employee's election.

17.12 FLEXIBLE SPENDING. The Employer shall make available to all bargaining unit employees a flexible spending account which meets the requirements of Chapter 125 of the Internal Revenue Code. This is commonly referred to as a "medical spending" account and such participation is on a voluntary basis for employees.

17.13 Employees with more than twenty (20) years of creditable service but less than twenty-five (25) years of creditable service, in the event the County of Gloucester terminates employees for reason of layoff, the employee may opt to continue health care coverage with the County Health Care Plan with the employer contributing seventy (70%) percent and the terminated employee paying thirty (30%) percent of the costs of active employees at the time of termination in monthly payments.

ARTICLE EIGHTEEN

WORKDAY OVERTIME AND CALL IN SENIORITY

18.1 WORKDAY. Employees shall be scheduled to work a Twelve (12) hour shift (working eighty-four (84) hours per pay period), or a modified eight (8) hour shift schedule (working eighty-four (84) hours per pay period). Both the twelve hour shift schedule and the modified eight hour shift schedule are based on 2184 annual hours.

The modified eight (8) hour shift will consist of an average forty-two (42) hour work-week based on a flex time basis and includes a minimum of eighty-four hours in a work pay period. The Employee working the flextime shall amend those standard schedule time to benefit the department and to minimize any potential overtime costs due to their assignments. The workday under the modified eight (8) hour shift shall consist of either eight (8) hours or eight and a half (8.5) hours, inclusive of a thirty (30) minute meal break. There shall be one (1) thirty (30) minute meal break, and all leave time will be assessed hour for hour. The modified eight (8) hour shifts are based on 2184 annual hours.

The workday under the twelve (12) hour shift shall consist of twelve (12) hours inclusive of two (2) forty-five (45) minute meal breaks. The twelve-hour positions are based on 2184 annual hours.

- (a) If a break is interrupted for emergency situations or operational needs, the employee may return to finish the break provided the work schedule permits, and the employee shall not receive any additional compensation for any break interruption.

All staff is expected to be at their respective duty stations on time and in complete and proper uniform. Employees reporting late for duty shall not receive pay for time lost. Unexcused lateness may be cause for disciplinary action, absent exceptional circumstances.

18.2 WORKWEEK AND WORK PERIOD. The work period for employees on a twelve (12) hour shift schedule shall consist of seven (7) twelve (12) hour shifts as described in Appendix "C" of this Agreement.

The work period for employees on the modified eight (8) hour shift shall consist of four (4) eight and a half (8.5) hour days and one (1) eight (8) hour day or as modified by the Warden to equal eighty-four (84) hours worked in a two (2) week pay period and described in Appendix "C".

18.3 LEAVE TIME ASSESSMENT.

1) Each Twelve (12) hour workday shall be considered as One (1) full day for purposes of Vacation Leave, Personal Leave, Bereavement Leave, Administrative Leave, Association Leave and Training. Twelve (12) hours of sick leave shall be assessed (hour for hour) for sick leave utilization on any given workday.

2. Each Eight (8) Hour, or Eight and a Half (8.5) hour as applicable, workday shall be considered as one (1) full day for the purposes of Vacation Leave, Personal Leave, Bereavement Leave, Administrative Leave, Lodge Leave and Training. Sick leave will be assessed hour for hour.

18.4 SHORT NOTICE LEAVE. Upon request, the Employer or his/her designee, with Twenty-Four (24) hour notice shall authorize, either One quarter (1/4), One half (1/2) or One (1) day of Vacation Leave or Administrative Leave to any Sergeant provided there is sufficient staffing on each shift. Such requests shall not be unreasonably denied.

18.5 OVERTIME.

A. The work week for employees working a modified eight (8) SHIFT shall consist of four (4) eight and a half (8.5) hour shifts & one (1) eight (8) hour shift per week. An

employee working the eight (8) SHIFT who is required to work in excess of his Forty Two (42) hour work week, or eighty four (84) hours in a fourteen (14) day work period, shall be compensated for all such time at the appropriate rate of overtime, as set forth Article 18 Section (C).

- B. The work period for employees scheduled on Twelve (12) hour shifts shall, in accordance with the Fair Labor Standards Act, Section 207 (K), and 29 CFR Part 553.230, consist of a Fourteen (14) day work period totaling no more than Eighty-Four (84) hours. The Employer has agreed to pay overtime, in accordance with the rate set forth in Article 18 Section (b) of this agreement for hours worked in excess of Eighty-Four (84) hours in the course of the aforementioned Fourteen (14) day work period. Overtime may at the employee's discretion be taken either as financial compensation or compensatory time compensation or a combination of both (see 18.k).
- C. The overtime rate of pay, unless otherwise stated under the terms of this agreement shall be computed on the basis of One and One half (1-1/2) times the employees hourly rate for purposes of calculating the overtime rate, the employees hourly rate derived by dividing the sum of his/her base pay (inclusive of his longevity where applicable) by the sum of 2184 hours.
- D. Overtime shall include any necessary travel time for official business as per Fair Labor Standards Act.
- E. In the event that overtime work is required, the Employer shall attempt to secure volunteers up to two (2) hours and for overtime expecting to exceed two (2) hours using the overtime books within the rank of Sergeant based upon seniority as long as the employee is fit for duty. Prior approved time off shall not disqualify the employee for such assignment. If unable to secure volunteers, Sergeants may be required to work overtime. All employees, no matter what shift, job position or unit shall be required to work mandatory overtime. Such "mandatory overtime" shall be based on reverse seniority except in an emergency situation, for a maximum of up to four (4) hours for 12 hour shift employees and eight (8) hours for the modified eight (8) hour shift

employees. All Sergeants shall be eligible and required to work overtime on a rotating basis. There will also be a force list for Hospital Duty in reverse GCDOC time.

- F. All personnel are expected to be at their respective duty stations on time and in complete and proper uniform. Employees that are late for voluntary / mandatory overtime shall not receive pay for lost time and are subject to disciplinary action. In a case of an emergency, where voluntary overtime needs to be cancelled, the shift commander shall be notified at least one (1) hour prior to the employees reporting time. Failure to do so shall constitute cause for disciplinary action. Employees who take voluntary overtime in lieu of mandatory overtime and cancel shall be subject to disciplinary action. It is understood that voluntary/mandatory overtime shall be distributed as equitably as possible. Overtime shall be distributed in accordance with the terms of this agreement. Employees must receive a four (4) hour break in service between mandatory overtime assignments except for emergency situations ordered by the Warden or his / her designee.

- G. For overtime purposes, time worked includes Vacation Leave, Sick Leave, Bereavement Leave, Administrative Leave, Association Leave, Training, and Holidays.

- H. The On-Call Supervisor shall determine the overtime procedure and the Employer or his/her designee shall promulgate an S.O.P. on an overtime call in protocol.

- I. No upgrades from the rank and file to the Sergeants Position(s) shall be permitted until all unit employees are given opportunity to work the overtime.

- J. If the Employer or his/her designee elects to utilize overtime for any reason, the overtime list shall be utilized for all pre/post shift overtime expecting to exceed two hours. In accordance with the Memorandum of Understanding signed in February 2014, overtime lists for this bargaining unit will include, but are not limited to, (1) Hospital Duty Overtime List which is all GCDOC employees by County DOC time; (2) Supervisors Overtime List which is Lieutenants and Sergeants by rank and time in title; and (3) Classifications Overtime List which is limited to the 4 Sergeants trained in this area. There will also be a force list for Hospital Duty in reverse GCDOC time.

- K. If the Employer inadvertently skips over an employee in seeking to fill overtime needs, then that affected employee's chance for overtime shall be equalized by putting that employees name first on the overtime list for the next available call in.
- L. If overtime work falls in a workweek in a pay period that includes a Monday holiday, the overtime will be paid in the succeeding payday.

M. COMPENSATORY TIME

For all overtime hours, all bargaining unit members have a right to voluntarily elect to be paid overtime or take compensatory time in lieu of overtime at the rate of time and a half.

- (a) An employee may accrue and carry over to the following year at his or her discretion a total of seventy-two (72) hours of compensatory time. Any employee shall not accrue compensatory time in excess of seventy-two (72) hours. Any hours that exceed the seventy-two (72) hour limit shall be paid out to the employee at the earned overtime rate.
- (b) Employees shall attempt to use earned comp time within a 90-day period from the date earned.
- (c) The use of compensatory time may be at a minimum of a one (1) hour block and up to an entire shift.
- (d) No compensatory time shall be taken on a holiday and shall not create overtime.
- (e) Compensatory time shall be scheduled in accordance with the scheduling of vacation time, based on the workload and necessary staffing requirements. In deciding whether to grant a request for the use of compensatory time, employees who have pre-scheduled vacations and/or administrative leave days shall be given priority over employees attempting to schedule compensatory time.
- (f) During daily operations, if an employee chooses to use compensatory time during the remainder of his/her shift, the employee may do so depending upon the workload or staffing requirements, to be determined by the Warden or on-call supervisor.

(g) Any unused compensatory time shall be paid out to the employee at the then overtime rate of his or her retirement or separation from employment.

18.6 CALL BACK. If an employee is called back to work at a time other than his assigned work tour, and if such call back time is not contiguous to the start of his work tour, the employee shall be guaranteed a minimum of (Two) hours compensation at the appropriate rate.

ARTICLE NINETEEN

WAGES:

19.1 SALARY. The salaries of all Employees covered by this agreement are set forth in the salary schedule which is attached hereto and made a part hereof as Appendix "B".

19.2 The employees covered under this Agreement and future employees covered under this Agreement do not receive any longevity compensation, reward, or bonus.

19.3 GRAND JURY AND COURT TIME. Any Employee required to appear before any court or Grand Jury on a work related matter shall either receive the time off, compensatory time or the financial overtime rate of pay if applicable.

Any Employee who institutes charges that are work related and must attend any court session or Grand Jury hearing during work hours shall be granted such time off, with pay, or if attendance is required during off duty shall receive overtime pay if applicable.

19.4 PAY TO UPGRADE IN HIGHER POSITION. Any Sergeant required/requested to upgrade to the duties of a higher paid position shall be compensated for all time worked in such position at the higher rate of base pay

19.5 SALARY SCHEDULE. The following salary schedule for each Employee within this bargaining unit shall be found in Appendix "B" which includes the Step guide and annual salary for each year of this Agreement.

At no time shall the base salary differential between a Maximum Step Officer's salary and a Sergeant's salary become less than Six Thousand Five Hundred (\$6,500) dollars.

ARTICLE TWENTY

HOLIDAYS

20.1 SPECIFIED HOLIDAYS. Each Employee covered by this agreement shall enjoy the following holidays to be observed on the dates specified each year by the Employer. There shall be a maximum of Fourteen (14) holidays. The Fourteen of which shall be:

NEW YEAR'S DAY	COLUMBUS DAY
MARTIN LUTHER KING DAY	ELECTION DAY
PRESIDENT'S DAY	VETERANS DAY
GOOD FRIDAY	THANKSGIVING DAY
MEMORIAL DAY	THANKSGIVING FRIDAY
INDEPENDENCE DAY	CHRISTMAS DAY
LABOR DAY	PERSONAL HOLIDAY

- (a) In the event an Employee is regularly scheduled to work on New Year's Day, Independence Day, Thanksgiving Day and/or Christmas Day, the Employee shall be compensated for such work at Two (2) times the Sergeant's regular straight time rate of pay. For the purposes of this subsection, these holidays will be deemed to fall on the days normally celebrated, regardless of whether these days are Saturdays or Sundays.
- (b) Overtime work on all holidays shall be compensated at Two and One half (2-1/2) times the Sergeant's regular straight time rate of pay.
- (c) Twelve (12) hour Employees shall follow the schedule and holiday observation in accordance with 20.1 (a). Eight (8) hour employees shall follow the County of Gloucester Administration schedule of observance, in which holidays that fall on Saturday will be observed on Friday and holidays that fall on Sunday will be observed on Monday.
- (d) Lincoln's Birthday will be replaced and now be called a personal holiday. Employees shall be permitted to take their personal holiday in the same manner as administrative leave.

ARTICLE TWENTY-ONE

VACATION LEAVE

21.1 VACATION LEAVE. All Employees shall receive the following vacation leave per calendar year (Jan.-Dec.)

Tier 1: Tier 1 (Employees employed as of January 1, 2011) receive the following:

YEARS OF SERVICE	VACATION DAYS
Beginning the 2 nd -4 th year	12 Workdays
Beginning the 5 th -11 th year	15 Workdays
Beginning the 12 th -19 th year	20 Workdays
Beginning the 20 th -25 th year	25 Workdays
Beginning the 26 th year	30 Workdays

- (a) After the completion of Thirty (30) years of service the Sergeant shall be granted One (1) day for each year served.
- (b) Years of service is defined as continuous time from any county in a corrections title as listed in New Jersey Department of Personnel.

Tier 2: Tier 2 (Employees employed after January 1, 2011) receive the following:

YEARS OF SERVICE	VACATION DAYS
Beginning 0-1 year	1 per month of employment up to 5 days
Beginning 1-5 years	10 days
Beginning 6-15 years	15 days
Beginning 16 and over	20 days

21.2 EMERGENCY VACATION LEAVE. Each Employee covered by this agreement shall be granted five (5) emergency vacation leave days which are inclusive of the

vacation leave days received and shall be granted upon request up to one (1) hour prior to the Employee's usual reporting time subject to staffing needs. Two (2) days automatically approved without question, three (3) days subject to approval and staffing needs. Such requests shall not be unreasonably denied. In case of a sudden emergency, (less than one (1) hours' notice) exceptions may be granted by the Warden or the On-Call Supervisor. Documentation shall be provided for approved emergency vacation leave requested in less than one (1) hour within ten (10) working days. If an emergency vacation leave request is for a premium holiday the Employee requesting such leave shall be required to submit official proof of the emergency or of his/her inability to work the holiday within ten (10) working days.

21.3 ACCUMULATION. Where, in any calendar year, the Vacation Leave, or any part thereof, is not granted by reasons of pressure of County business, such Vacation Leave or part thereof, not granted, shall accumulate and shall be granted during the next succeeding calendar year only.

21.4 CARRYOVER. An Employee shall be allowed automatically to carryover eight (8) earned vacation leave days per year subject to operational needs. The Employer may allow an Employee to carry over more than eight (8) when the request is submitted to the Warden no later than October 1st of the calendar year. Requests received after October 1st will be denied.

21.5 DEATH OF THE EMPLOYEE. Upon the death of an employee, all unused and earned Vacation Leave, Sick Leave, and Administrative Leave days shall be calculated and paid to the estate.

21.6 SEPARATION. An employee retiring or otherwise separating shall be entitled to pro-rate vacation allowance for the current year in which the separation of retirement becomes effective. Any Vacation Leave which may have been carried over from a preceding calendar year shall be included.

21.7 VACATION SELECTION. Vacation leave selection will be determined in accordance with seniority as defined in this agreement, Article 15.6(a).

21.8 VACATION SCHEDULING.

Staffing for Classifications will allow for one Employee off for Vacation leave, Administration Leave or Compensatory Time. The Transportation Unit Sergeant and the Powershift Sergeant are not allowed to be approved for Vacation Leave, Administrative Leave or Compensatory Time at the same time. One of the two Sergeants shall be on duty excluding Emergency Vacation Leave, Sick Leave, Association Leave, Bereavement Leave, and Training.

The Employer shall provide a window period from January 1st thru March 1st, for schedule Vacation Leave. During this time window the Warden or his/her designee will provide a "vacation scheduling book" to employees of each shift in order of Seniority as contained in Article 15.6 (a) so they may (but shall not be required to) utilize said book to schedule vacation leave during the balance of the year. There will be a separate "vacation scheduling book" provided for each shift/unit (HED, Classification, Each Twelve (12) hour/Eight (8) hour transport shift, and Road Gang/Power Shift(s)). Once an employee has made his/her selection the "Vacation Scheduling Book" will be returned to the Warden or his/her designee. The book will then be passed to the next senior employee and changes will not be granted until the book has been circulated to all Employees including employees on approved extended leaves. Once the "vacation book" has been circulated to all employees in order of seniority, vacation leave, administrative leave and compensatory time will be granted on a first come, first served, basis as outlined in this section.

- (a) Vacation Leave requests of Five (5) or more consecutive days submitted prior to March 1st of each calendar year and unless a Sergeant is notified within Seven (7) days thereof, Vacation Leave selected shall be deemed granted in accordance with staffing and operational needs (excluding Emergency Vacation Leave, Sick Leave, Bereavement Leave, Union Leave, and Training).

- (b) Vacation Leave requests of Five (5) days or less shall be granted by the Employer or his/her designee upon Twenty-Four (24) hours' notice, in accordance with staffing and operational needs excluding Emergency Vacation Leave, Sick Leave, Bereavement Leave, and Training. The Warden or On-call Supervisor may waive the Twenty-Four (24) hour notification requirement subject to the discretionary language of Article 21, Section 21.3.

- (c) Vacation Leave approval is subject to the work required by the Employer, shall not be unreasonably denied and any such denials shall not be subject to the grievance and arbitration provisions of the agreement

- (d) Any Employee who exhausts all of his/her Vacation Leave in any one year shall not be credited with any additional paid vacation Leave until the beginning of the next calendar year. Any violation of or use of additional vacation days shall lead to a disciplinary action.

ARTICLE TWENTY-TWO

SICK LEAVE

22.1 POLICY.

Tier 1: For Tier 1 employees (hired prior to January 1, 2011) the following applies:

The minimum Sick Leave with pay shall accrue to any full time employee on the basis of Ten (10) hours per month during the remainder of the first calendar year of employment after initial appointment and thereafter, each Employee shall be granted One Hundred and Twenty (120) hours, ten (10) days of Sick Leave and shall be assessed (hour for hour) for Sick Leave utilization on any given workday. All unused Sick Leave in any calendar year shall accumulate from year to year.

1. For twelve (12) hour shift employees, twelve (12) hours of sick leave will be assessed (or hour for hour) for sick leave utilization on any given workday.

2. For modified EIGHT (8) HOUR SHIFT employees, sick leave will be assessed hour for hour for sick leave utilization on any given work day.

Tier 2: For Tier 2 employees (hired after January 1, 2011) the following applies:

Sick leave for Tier 2 employees are earned one (1) day per month for a total of eight (8) days in the first year of employment and eight (8) days equal to ninety-six (96) hours additional hours each January are provided for use or accrual. The sick days are accumulative without a limit.

22.2 SICK LEAVE UTILIZATION. Sick Leave is defined as the absence from duty of an Employee who because of personal illness or bodily injury is unable to perform the usual duties of his/her position, exposure to contagious disease, a period of emergency

attendance upon a member of the "IMMEDIATE FAMILY" seriously ill and requiring said presence of the Employee.

- (a) "IMMEDIATE FAMILY" is defined as father, father in-law, stepfather, mother, mother in-law, stepmother, grandmother, grandfather, grandchild, spouse, child, foster child, stepchild, sister, brother or any relatives of the Employee residing in the Employees household. "IMMEDIATE FAMILY" shall also include such other relationships as are deemed within the definition of family members under the New Jersey Family Leave Act and the Federal Family and Medical Leave Act.
- (b) A Sergeant may use Sick Leave in accordance with the Gloucester County Human Resources Manual Chapter 6, Section 4.

22.3 REPORTING SICK LEAVE ABSENCE. If an Employee is absent for reasons that entitle him/her to Sick Leave, his/her supervisor shall be notified at least one (1) hour prior to the Employee's usual reporting time. In case of sudden illness or emergency, exceptions may be granted.

- (a) Failure to notify his/her supervisor shall be cause for denial of the use of Sick Leave for that absence and shall constitute cause for disciplinary action.
- (b) Absence without notice for five (5) consecutive working days shall constitute resignation not in good standing.

22.4 VERIFICATION OF SICK LEAVE. Employees may be required to submit official proof of illness or inability to work in accordance with the Gloucester County Human Resources Manual Chapter 6, Section 4.

- (a) Failure to follow Verification of Sick Leave procedures may result in a denial of Sick Leave for that specific absence, and be considered insubordination and may constitute cause for discipline. An Employee who exhausts all of his/her paid Sick

Leave in any one year shall not be credited with additional paid Sick Leave until the beginning of the next calendar year. Any such unauthorized use shall be cause for discipline.

- (b) If sick leave is used on a premium holiday, verification of that sick leave must be turned in within ten (10) working days.

22.5 DONATION OF SICK LEAVE TIME. Employees covered by this agreement may donate Sick Leave time to any member covered under this agreement or to other County employees in accordance with County Human Resources Manual on donating Sick Leave time.

22.6 SICK LEAVE REDEMPTION. For all employees hired by the County before October 1, 2012, fifty percent (50%) of all accumulated sick time shall be paid upon retirement up to a maximum of fifteen thousand dollars (\$15,000). No employee hired by the County on or after October 1, 2012 shall receive any benefit under this subsection.

ARTICLE TWENTY-THREE

BEREAVEMENT LEAVE

23.1 ENTITLEMENT. Employees shall be entitled to four (4) days of Bereavement Leave per incident with pay for the death of Immediate Family including father, mother, step father or step mother, spouse/domestic partner (proof of domicile required) or child/step child.

Employees shall be entitled to three (3) days of Bereavement Leave per incident with pay for death in the other immediate family: sister, brother, step sister, step brother, brother or sister in law, father in law, mother in law, grandfather, grandmother, grandchild, foster child and any relative of the Sergeant residing in the Sergeants household.

Employees shall be entitled to one (1) day of Bereavement Leave per incident with pay for family members not defined above if the Employee is scheduled to work.

- (a) Employees who request an extension of Bereavement Leave beyond the established number of days shall have such extensions charged to accumulate unused Vacation/Sick and Administrative Leave. If an Employee has exhausted all unused Vacation/Sick and Administrative Leave, extended Bereavement Leave shall be considered as a request for Leave of Absence without pay.

Documentation for approved Bereavement leave shall be provided no later than ten (10) working days from the date returned to work.

ARTICLE TWENTY-FOUR

OTHER LEAVE BENEFITS

24.1 WORKERS COMPENSATION. Under the New Jersey Workers Compensation Law, employees of Gloucester County injured while in the course of their employment are entitled to be paid by the County Workers Compensation Insurance Carrier. The Board of Chosen Freeholders has, by policy, declared that it will supplement the insurance check for two thousand one hundred and eighty-four (2184) working hours effective January 1, 2007.

- (a) It is understood that all Corrections Sergeants are considered to be on duty Twenty-Four (24) hours per day while in the State of New Jersey. Any Sergeant who suffers an injury or illness while in the performance of his/her duty shall receive all benefits to which he/she may be entitled as provided by the County Workers Compensation Insurance Carrier. The Board of Chosen Freeholders has declared that it will supplement the insurance check for two thousand one hundred and eighty-four (2184) working hours.

- (b) Time off under a Workers Compensation claim is subject to approval of the Workers Compensation Insurance Carrier. Employees may choose to use Sick Leave, Vacation Leave, Administrative Leave or docked time while the claim is being processed. Once a claim is validated, the Employee shall be reimbursed for time off in relation to the claim, any Sick Leave, Vacation Leave and Administrative Leave utilized through this process will automatically be reinstated to the Employee.

- (c) Additionally, Gloucester County participates in a "LIGHT DUTY" work program. Should restrictions of work duties be imposed, the Employer will follow the necessary procedures as mandated by New Jersey Workers Compensation Laws

and as outlined in the Gloucester County Human Resources Manual Chapter 5, Section 7.

24.2 LEAVES OF ABSENCE. Leaves of absence, without pay, for documented medical reasons, shall be granted for periods of up to three (3) months upon written requests of the Employee. Up to an additional nine (9) months leave for medical reasons may be granted by the Employer in three (3) segments of up to three (3) months each, for a total of twelve (12) months.

(a) Leaves of absence, without pay, for other than medical reasons, may be granted by the employer for up to twelve (12) months in four (4) segments of up to three (3) months each. Included within such requests are leaves for the care of an infant who is less than Sixty (60) days of age at the commencement of such leave.

1) These leaves of absence are not meant to diminish any entitlements that are granted through the FMLA.

(b) All initial requests for leaves and subsequent segment extensions shall be in writing to the Employer.

24.3 PREGNANCY LEAVE. Disability due to pregnancy shall be considered as any other disability in accordance with the law. The Employee shall not lose any seniority due to her leave.

24.4 MILITARY LEAVE. Employees in the Military Service shall be granted Leave as required by statute and per Gloucester County Human Resources Manual Chapter 6, Section 7.

24.5 ADMINISTRATIVE LEAVE. Employees shall be allowed three (3) days off annually, with pay, for personal business, personal affairs or emergencies that cannot be disposed of outside working hours. This is to include before/after Vacation Leave.

Administrative leave shall not be granted on premium holidays. It is understood that in order to maintain sufficient service levels (staffing and operational needs), the Employer reserves the right to deny a request for Administrative Leave if services would be interrupted hindered or obstructed. Except for cases of emergency, requests for Administrative Leave shall be submitted at least twenty-four (24) hours in advance to the Warden or his/her designee. In the event of emergency situations when administrative leave is approved by the Warden or On-Call Supervisor with less than twenty-four (24) hours' notice, Employees will be required to submit supporting documentation for the absence within ten (10) working days.

The Warden or On-Call Supervisor may at their discretion waive the twenty-four (24) hour notice requirement with sufficient documentation and if circumstances warrant.

ARTICLE TWENTY-FIVE

UNIFORMS

25.1 MAINTENANCE ALLOWANCE. For employees covered under this Agreement there is no uniform maintenance allowance provided by the County of Gloucester or the GC Corrections Department. It is the Employee's responsibility to properly maintain his/her uniform.

25.2 UNIFORM ACCESSORIES. The Employer is responsible for the cost of leather gear, jackets and vests issued to each Sergeant as an initial issue or additional issue:

- One (1) all purpose jacket w/liner,
- One (1) ID wallet,
- One (1) Garrison belt (Brass Buckle),
- One (1) holster,
- One (1) Sam Browne "type" belt (Brass Buckle),
- One (1) double ammo pouch (Brass Snaps),
- One (1) pair of handcuffs w/case and keys and
- Various belt keepers as necessary (Brass Snaps).

Upon retirement, Employees covered by this agreement shall receive: One (1) "Retired" Department Identification Card with name, rank and date of retirement one (1) Department issued badge signifying rank and retirement.

25.3 DAMAGED UNIFORMS. Clothing destroyed or damaged in the line of duty shall be replaced or repaired at the Employer's expense. An incident report of the damage or loss shall be submitted within Forty-Eight (48) hours of the occurrence to the Warden or his/her designee as per S.O.P.

25.4 UNIFORM CHANGES. The Employer shall bear the initial costs of any changes they make to the current uniform.

25.5 LEATHER JACKETS. Employees will be permitted but not required to wear Law Enforcement Leather Jackets, approved by the Warden, at their own expense. Since this is strictly voluntary, the Employer shall not be responsible for destroyed or damaged leather jackets that occurred in the line of duty.

ARTICLE TWENTY SIX

SERGEANTS REIMBURSEMENTS

26.1 MILEAGE.

- A. When an employee is required to use his personal automobile, when department vehicles are not available, during a working tour for official business, reimbursement for such use (exclusive of travel to and from work) shall be at the Published IRS rate.

26.2 MEALS. An Employee shall be reimbursed for meals up to the following amounts per day if he/she is required to be outside of the County on official business during the normal meal hours for a period of six (6) consecutive hours or more: Breakfast; Five (5) dollars, Lunch; Ten (10) dollars and Dinner; Fifteen (15) dollars.

- (a) Meal reimbursements shall be paid within the next calendar month of submission of vouchers and paid receipts. Employees shall receive the total amount on the receipt paid for meals including any tax paid by the Employees.

26.3 TUITION. Effective January 1st, the Employer agrees to reimburse each Employee up to a total of One Thousand (\$1000) dollars per year for any job related course(s) or any other courses necessary for the completion of a degree in Police Science, Criminal Justice or Human Resources Development Institute offered by New Jersey Department of Personnel.

ARTICLE TWENTY-SEVEN

MISCELLANEOUS PROVISIONS

27.1 NOTIFICATION OF SHIFT CHANGE. Employees shall receive at least Fourteen (14) day notice of the proposal total shift change.

27.2 SCHEDULED TRAINING. The employer shall provide training which is aimed at skill development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth, in addition to early recertification.

Equitable training opportunities shall be given to all employees covered by this agreement at the discretion of the Warden or his designee.

For scheduled training and/or instruction of training, including yearly recertification's, each employee's schedule shall be adjusted to accommodate such training.

A schedule adjustment during the same pay period as the training day will be utilized for this accommodation. A training day for the purpose of this agreement shall be considered equivalent to one (1) work day (to include travel/meal time) for scheduled training and/or instruction of training, including yearly recertification's for FOUR (4) hours or more excluding in-service training conducted at or by the GCDOC Training Department.

27.3 QUALIFYING RANGE. Employees who are required to qualify with a hand weapon shall be furnished with not less than ten (10) targets and three hundred and fifty (350) rounds of new/re-loaded ammunition per year for practice. These terms shall be provided by June 1st of each year.

27.4 FUNDS ENTRUSTED. Employees shall not be responsible for funds entrusted to their care unless upon a finding of willful negligence or willful misconduct.

27.5 RETROACTIVE ASPECTS. The retroactive aspects of this agreement, including salary and economic benefits shall be retroactive to January 1st, 2011, unless otherwise stated, and shall be paid to all Sergeants on the payroll at the time that the agreement has been signed and to any Employee who retired between the expiration of the prior contract and that date. All retroactive monies will be paid on or before the Forty Fifth (45th) day after ratification of this agreement. All said monies shall be paid by separate check and shall not be included in regular pay.

27.6 ERT/SOG. The Employer or his/her designee may establish and promulgate the criteria for eligibility of appointment to the ERT/SOG team. All bargaining unit members shall be eligible to apply to be members of the ERT/SOG teams.

27.7 TRANSPORTATION.

- a. Employees who are required to transport prisoners will, whenever possible and practicable, be selected to be same sex as the prisoner to be transported.
- b. At no time shall any one officer be required to transport more than three (3) prisoners. Minimum security prisoners are excluded from this provision. Minimum security prisoners are defined as Road Gang/Outside Detail workers.
- c. All official vehicles provided by the Employer for utilization of employees in the performance of their duties will at a minimum be solid screened caged vehicles.
- d. Official vehicles provided by the Employer for the utilization of the employees will be radio equipped and will be properly maintained by the Employer.
- e. Official vehicles provided by the Employer will all comply with emergency vehicle light designation. All vehicles will be equipped the same and placement of equipment will be the same. The only change to this will be if mutually agreed upon between GCCSA/PBA 122/GCSOA and Employer due to new technology or vehicle model changes.

27.8 LAYOFFS/DEMOTIONS

The County shall not lay off beyond current staffed positions at the GCDOC as of the signing of this Agreement nor demote without just cause but will only consider attrition of the workforce if needed during the duration of this current contract.

ARTICLE TWENTY-EIGHT

DURATION

28.1 EFFECTIVE DATE. This agreement shall be effective from January 1, 2016 and shall remain in full force and effect through December 31, 2021, subject only to the Gloucester County Corrections Sergeants Associations right to negotiate a successor agreement

- (a) Negotiation for a successor agreement shall commence during the month of September 2020 by either party to this agreement notifying the other in writing of its decision to modify or extend the provisions of this agreement

IN WITNESS WHEREOF, the Employer and the Association have caused this agreement to be signed by their duly authorized representatives as of this _____ Day of _____ 2017.

GLOUCESTER COUNTY
CORRECTION SERGEANTS
ASSOCIATION

BOARD OF CHOSEN
FREEHOLDERS OF THE
COUNTY OF GLOUCESTER

BY _____
James J. Fare
Acting President

BY _____
Robert M. Damminger
Freeholder Director

BY _____

BY _____
Chad M. Bruner
County Administrator

BY _____

BY _____

BY _____

BY _____

APPENDIX "A"

DENTAL:

The dental plan programs are semi-voluntary with the County of Gloucester contributing fixed amount of a total of thirty-one (\$31.00) dollars toward the monthly premium regardless of the plan.

The following is based on the 2011 existing costs to the County of Gloucester and the Employees who wish to participate. These following costs to the employee are automatically deducted from their bi-weekly payroll check.

DELTA DENTAL PREMIER PLAN:

	GC Monthly Premium	Cost to Employee
One (1) party	31.50	.50
Two (2) party	58.69	27.29
Three (3) party	107.26	76.26

DELTA CARE/ FLAGSHIP PLAN:

One (1) party	24.17	.00
Two (2) party	46.03	15.03
Three (3) party	74.15	43.15

One party is single coverage

Two parties are husband and wife or parent and child

Three parties are family or parent and children

For contract years 2012, 2013, 2014 and 2015 an Addendum shall be added to this Agreement Appendix "A" showing each year's rates and costs as they become effective.

Appendix B

SALARY GUIDE:

The Salary guide is divided into TIER 1 Employees, are those employees hired prior to January 1, 2011, and TIER 2 employees, are those employees hired after January 1, 2011.

TIER 1 employee salary guide: The Tier 1 Employees are in a Level based on years of service and as determined in previous negotiated agreements. Tier 1 Employees shall remain in that Level for the duration of this Agreement.

	2016	2017	2018	2019	2020	2021
ATB	2.00%	2.00%	2.00%	2.00%	2.00%	2.00%
Level 1	\$ 99,355	\$ 101,342	\$ 103,369	\$ 105,436	\$ 107,545	\$ 109,696
Level 2	\$ 101,342	\$ 103,369	\$ 105,436	\$ 107,545	\$ 109,696	\$ 111,890
Level 3	\$ 103,369	\$ 105,436	\$ 107,545	\$ 109,696	\$ 111,890	\$ 114,128
Level 4	\$ 105,435	\$ 107,544	\$ 109,695	\$ 111,889	\$ 114,127	\$ 116,409

TIER 2 employee salary guide:

Correction's Officers hired after 1/1/11 shall follow a secondary tier salary, which will be based upon the new salary structure, which will include the promotion value of \$6,500 over their new top step as a correction officer.

APPENDIX "C"

SCHEDULE:

The following represents the standard twelve-hour schedule and the modified eight-hour shift schedule.

TWELVE HOUR SCHEDULE

WEEK (1)							
SHIFT	S	M	T	W	T	F	S
A	X	D	D	X	X	D	D
B	D	X	X	D	D	X	X
C	X	N	N	X	X	N	N
D	N	X	X	N	N	X	X

WEEK (2)							
SHIFT	S	M	T	W	T	F	S
A	D	X	X	D	D	X	X
B	X	D	D	X	X	D	D
C	N	X	X	N	N	X	X
D	X	N	N	X	X	N	N

D = DAY 6:00 AM – 6:00PM / 0600 HOURS – 1800 HOURS

N = NIGHT 6:00 PM – 6:00 AM / 1800 HOURS – 0600 HOURS

X = OFF

EIGHT HOUR SCHEDULE

	S	M	T	W	T	F	S
0500-1330	X	D	D	D	D	D	X
1130-2000	X	D	D	D	D	D	X
0730-1600	X	D	D	D	D	D	X (flex schedule)

THE END

B-1

RESOLUTION AUTHORIZING A REVISED MUTUAL AID AND ASSISTANCE AGREEMENT WITH PARTICIPATING UNITS

WHEREAS, mutual aid and assistance agreements between Municipalities, Counties, Law Enforcement agencies Police, Emergency Medical Service, Fire Departments, Fire Companies or EMS organizations and Fire Departments situated in Fire Districts operated by a Board of Fire Commissioners, are permitted pursuant to N.J.S.A. 40A:14-26 and N.J.S.A. 40A:14-156.1; and

WHEREAS, the President in Homeland Security Directive (HSPD) – 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Control Act” App. A-9-33 et seq., provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules in accordance with the “Fire Service Resource Emergency Deployment Act”, N.J.A.C. 52:14 & 11 et seq., commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A et seq.; and

WHEREAS, it is deemed to be in the best interests of the residents of this municipality to enter into a mutual aid and assistance agreement with the County of Gloucester and other municipalities including (but not limited to) Municipal Police, Emergency Medical Service or Fire Departments, Volunteer Fire Companies or EMS organizations and/or fire districts to provide additional protection against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation damage or destruction to person and property, in those situations when outside aid and assistance is needed; and

WHEREAS, it is deemed necessary to revise the Gloucester County Mutual Aid and Assistant Agreement authorized on April 20, 2011 and revised on April 10, 2013.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that:

1. The Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the Gloucester County Mutual Aid and Assistance Agreement between Participating Units, a copy of which: is attached hereto and made part hereof, on the terms and conditions contained herein.
2. The Clerk of the Board is hereby authorized and directed to file a certified copy of this Resolution and an executed copy of the Agreement with the Gloucester County Department of Emergency Response, Office of Emergency Management. Said Office shall serve as the central repository and shall maintain a master listing of all Participating Units to the Mutual Aid and Assistance Agreement.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 7, 2017, at Woodbury, New Jersey.



ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

B-1

THIS AGREEMENT shall commence upon signing of the parties set forth on Schedule A (attached hereto) all of which are either the County of Gloucester and all of its departments, municipalities including, but not limited to, municipal police and public works, Emergency Medical Services and/or fire departments, volunteer fire companies or EMS organizations or Fire Districts, and other jurisdictions defined as “local governments” in the Homeland Security Act of 2002. Hereinafter the parties may be referred to as “Participating Units”, “Requesting Units” or “Responding Units”.

WHEREAS, the President in Homeland Security Directive (HSPD) – 5, directed the Secretary of the Department of Homeland Security to develop and administer a National Incident Management System (NIMS), which would provide a consistent nationwide approach to Federal, State, local and tribal governments to work together more effectively and efficiently to prevent, prepare for, respond to and recover from domestic incidents, regardless of cause, size or complexity; and

WHEREAS, “The New Jersey Civilian Defense and Disaster Control Act” App. A9-33 et seq., provides for the health, safety and welfare of the people of the State of New Jersey during any emergency by centralizing control of all civilian activities having to do with such emergency giving the Governor control over the resources of each and every political subdivision to cope with any condition that shall arise out of such emergency; and

WHEREAS, the State of New Jersey adopted the “Fire Service Resource Emergency Deployment Act,” N.J.S.A. 52: 14E-11 et seq., to establish a mechanism for the coordination of fire service resources throughout the State to facilitate a quick and efficient response to any emergency incident or situation that requires the immediate deployment of those resources in order to protect life and property from the danger or destruction of fire, explosion or other disaster; and

WHEREAS, the Director of the Division of Fire Safety in the Department of Community Affairs promulgated rules commonly referred to as the “Fire Service Resource Emergency Deployment Regulations” N.J.A.C. 5:75A et seq., and N.J.A.C. 5:75 A-2.2 specifically requires each municipality or fire district to adopt a local fire mutual aid plan; and

WHEREAS, an emergency responder is defined as anyone employed by, contracted to provide services to or otherwise affiliated with the Participating Units and possessing special skills, qualifications, training, knowledge and experience beneficial to the mitigation of disaster situations. An emergency responder includes, but is in no way limited to, the following: law enforcement officers, fire fighters, emergency medical services personnel, physicians, nurses, other public health personnel, emergency management personnel, public works personnel, those persons with specialized equipment operations skills or training or any other skills needed to provide aid in a declared emergency; and

WHEREAS, the Participating Units recognize that entering into an agreement for mutual aid and assistance with each other to protect against loss, damage or destruction by fire, catastrophe, civil unrest, major emergency or other extraordinary devastation and to address

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

those situations when additional aid and assistance is needed to protect the best interests of the persons and property in each individual jurisdiction.

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this agreement, the Participating Units respectively agree as follows:

1. Mutual Aid and Assistance. Upon the request as provided herein, the Participating Units shall provide mutual aid and assistance to each other. Mutual Aid and Assistance shall include the following:

a. Rendering of aid and assistance, including pre-established immediate response by one or more Participating Units to an emergency scene under the control and/or jurisdiction of another Participating Unit, said emergency may include but not be limited to fire, civil unrest, major criminal or emergency events, natural and man-made disaster or catastrophe affecting the environment.

b. Rendering of aid and assistance by one or more Participating Units to another Participating Unit to serve as supplemental reserve protection in the Requesting Unit's jurisdiction while the Requesting Unit is on an emergency call and/or otherwise currently unable to address the emergency service needs in its jurisdiction.

c. Participating in training exercises with other participating units, where the purpose of such training exercises is to coordinate and prepare for fire, civil unrest, major emergency, natural disaster, environmental disaster and/or other emergency situations that are a threat to life or property.

d. Participating Units shall provide any and all resources of a municipality including police and fire, personnel equipment, and any other resources available by the municipality including but not limited to public works.

2. Request for Mutual Aid and Assistance during a county declared state of emergency. All requests for mutual aid and assistance for any type of asset shall be initiated through the Gloucester County Department of Emergency Response, Office of Emergency Management.

All Fire asset request shall be approved by the Gloucester County Fire Coordinator during a County State of Emergency. The Gloucester County Department of Emergency Response, Office of Emergency Management through the Gloucester County Fire Coordinator shall coordinate the deployment of participating Fire units to the scene of the emergency in accordance with the pre-established policies and procedures in effect at the time of the request.

The Gloucester County Department of Emergency Response, Office of Emergency Management shall coordinate the deployment of all other non-fire participating units to the scene of emergency or non-emergency in accordance with the pre-established policies and procedures in effect at the time of the request.

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

3. Request for Mutual Aid and Assistance during a non-County State of Emergency. In the event of an unforeseen emergency which prevents prior notification to Gloucester County Department of Emergency Response and equipment of the participating unit has been deployed to another participating unit with a pre-existing agreement for service and is a contiguous jurisdiction, the Gloucester County Department of Emergency Response, shall be notified by the deployed participating unit which sends the equipment, when the incident permits the participating unit shall report exactly what equipment has been deployed and the location of said equipment. Nothing within this Agreement should prohibit a participating unit from requesting assistance from another participating unit, as long as there is a pre-existing agreement for services and contiguous jurisdiction and provided that the Gloucester County Department of Emergency Response has been notified of the deployment and the whereabouts of the equipment.

- a. Each jurisdiction shall develop a local Municipal Mutual Aid Plan to include mutual aid assistance to the levels they deem acceptable when measured against potential risks. If the local jurisdiction elects to, they may annually provide a copy of their plan to the Gloucester County Department of Emergency Response, Office of Emergency Management for review by the appropriate coordinator prior to the first day of March each year to be inserted into their current EOP.
- b. All Local Fire Mutual Aid Plans shall be in compliance with New Jersey Fire Service Emergency Deployment Regulation N.J.A.C. 5:75A et seq, specifically N.J.A.C. 5:75A-2.2.

4. Incident Command and Authority at Emergency Scene. The Incident Commander of the Requesting Unit shall have overall command authority of all Participating Units at the scene of the emergency. Participating Units of the fire service shall operate in compliance with the State Incident Management System N.J.A.C. 5:73-1.6(b). All other participating agencies shall operate in compliance with the National Incident Management System (NIMS).

5. Use of Personnel or Equipment

- a. When a jurisdiction (Requesting Member) does not have sufficient resources to respond to an incident or event, it may request resources from another jurisdiction (Responding Member) through a "mutual aid" agreement that must be enacted immediately to save lives, protect improved property, protect public health and safety, or avert or lessen the threat of a disaster. The Requesting Member may reimburse the Responding Member for each of the following categories of costs incurred during an incident or event as agreed in whole or in part by both parties; provided, that any Responding Member may assume in whole or in part such loss, damage, expense, or other cost, or may loan such equipment or donate such services to the Requesting Member without charge or cost.
- b. Personnel – The Responding Member may be reimbursed by the Requesting Member for personnel costs incurred for work performed during an incident or event. Responding Member personnel costs shall be calculated according to the terms provided in their employment contracts or other conditions of employment. The Responding Member's

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

designated supervisor(s) must keep accurate records of work performed by personnel during an incident or event. Requesting Member reimbursement to the Responding Member should consider all personnel costs, including salaries or hourly wages, costs for fringe benefits, and indirect costs.

- c. Equipment – The Requesting Member may reimburse the Responding Member for the use of equipment during an incident or event, including, but not limited to, reasonable rental rates, all fuel, lubrication, maintenance, transportation, and loading/unloading of loaned equipment. All equipment shall be returned to the Responding Member in good working order as soon as is practicable and reasonable under the circumstances. As a minimum, rates for equipment use must be based on the Federal Emergency Management Agency's (FEMA) Schedule of Equipment Rates. Reimbursement for equipment not referenced on the FEMA Schedule of Equipment Rates must be developed based on actual recovery of costs. If Responding Member must lease a piece of equipment while its equipment is being repaired, Requesting Member may reimburse Responding Member for such rental costs.
- d. If the Incident Commander of the Requesting Unit is operating on an additional emergency scene, the Incident Commander shall designate a person from the Requesting Unit if possible, to help assist, manage or direct the scene of the secondary emergency. This person shall be charged with the responsibility of managing all requests for Personnel, Equipment or cost to mitigate the emergency that the units are operating on.
- e. Materials and Supplies – The Requesting Member must reimburse the Responding Member in kind or at actual replacement cost, plus handling charges, for use of expendable or non-returnable supplies. The Responding Member must not charge direct fees or rental charges to the Requesting Member for other supplies and reusable items that are returned to the Responding Member in a clean, damage-free condition. Reusable supplies that are returned to the Responding Member with damage must be treated as expendable supplies for purposes of cost reimbursement.
- f. Payment Period – The Responding Member may provide an itemized bill to the Requesting member for all expenses incurred by the Responding Member while providing assistance under this Agreement. The Responding Member must send the itemized bill not later than (90) ninety days following the end of an incident or event. The Responding Member may request additional periods of time within which to submit the itemized bill, and Requesting Member shall not unreasonably withhold consent to such request. The Requesting Member must pay the bill in full on or before the forty-fifth (45th) day following the billing date. The Requesting Member may request additional periods of time within which to pay the itemized bill, and Responding Member shall not unreasonably withhold consent to such request, provided, however, that all payment shall occur not later than one-year after the date a final itemized bill is submitted to the Requesting Member unless the incident or event is a federally declared disaster this timeline could be extended.

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

- g. Records - Each Responding Member and their duly authorized representatives shall have access to a Requesting Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Each Requesting Member and their duly authorized representatives shall have access to a Responding Member's books, documents, notes, reports, papers and records which are directly pertinent to this Agreement for the purposes of reviewing the accuracy of a cost bill or making a financial, maintenance or regulatory audit. Such records shall be maintained for at least three (3) years or longer where required by law.
- h. This agreement shall supersede any agreement either formal or informal between jurisdictions (e.g. state or federal governments) or between Responding Units (e.g. fire departments of different municipalities) with the exceptions of agreements involving local fire mutual aid plans.
- i. Participating Units when possible will be reimbursed in accordance with the Spill Compensation Control Act (N.J.A.C.7:IE-5.3/N.J.S.A.58:10-23.11e). Any reimbursement will be as set forth by the State of New Jersey and shall only be paid when the State submits funds accordingly.
- j. This agreement recognizes the provisions as required by New Jersey Civilian Defense & Control Act App.9-33 et seq.

6. Limitation of Providing Mutual Aid and Assistance. Nothing contained in this Agreement shall be construed to require a Participating Unit to make a mutual aid and assistance response if the response will leave the Participating Unit's jurisdiction without sufficient police, fire, ambulance, public works and/or emergency protection.

7. Death or Disability. If any member of a Participating Unit suffers injury or death at the scene of a mutual aid incident or event or training exercise, the member or the member's designee or legal representative shall be entitled to all salary, pension rights, worker's compensation and other benefits to which the member would be entitled if injury or death occurred in the performance of duties within the jurisdiction of the Participating Unit in accordance to N.J.S.A. 40A:14-26. Said rights, benefits and compensation shall be paid by the Participating Unit and not by the Requesting Unit. Each Participating Unit shall be individually responsible for providing adequate benefits, coverage and compensation for its members.

8. Members Authority. The members of each Participating Unit making a mutual aid response shall have the same powers and authority as the members of a Requesting Unit at the scene of the emergency in accordance with N.J.S.A. 40A:14-156.2. Said members of a Participating Unit shall also have, while so acting, such rights and immunities as they would otherwise enjoy in the performance of their normal duties within their own jurisdiction.

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

9. Liability Insurance. Each Participating Unit shall maintain adequate liability insurance, the minimum limits of which shall be \$1 million. Additionally, at all times during the term of this Agreement, the Participants 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 assistance to be performed pursuant to this Agreement.

10. Term: Withdrawal. This Agreement shall commence upon signing by each of the participating Units and shall continue full force and effect through December 31, 2022 and henceforth every five years thereafter. Any Participating Unit may withdrawal from this Agreement by providing all municipalities, fire districts or other Participating Units, the Gloucester County Department of Emergency Response, the County Fire Coordinator, the County EMS Coordinator within sixty (60) days advanced written notice of withdrawal, clearly specifying the applicable date of withdrawal. In the event of withdrawal by any Participating Unit, this Agreement will continue in full force and effect for all remaining Participating Units.

11. Legal Authority. This Agreement shall not be construed to designate any Participating Unit as an Agent of the County or vice versa. All parties shall be deemed as independent contracting units and no employer/employee status or relationship shall be construed as flowing from this Agreement. This Agreement for mutual aid shall be viewed in accordance with Federal and New Jersey law.

12. Entire Agreement. This Agreement constitutes the entire understanding between the Participating Units. This Agreement supersedes all communications, representations or prior agreements, oral or written, between Participating Units with respect to the subject matter hereof.

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

The County of Gloucester, Municipality, City and/or Borough, which will be representing the Municipality, Fire District and Municipal Police and/or local fire departments including volunteer fire companies or EMS organizations, public works which should all represent a participating unit shall execute this Agreement and affix its corporate seal on the date indicated.

By executing this Agreement, the Gloucester County Freeholder Director, Mayor, and representative of the Fire District, all representing Participating Units hereby acknowledge that said execution has been duly authorized by proper Resolution, a copy of which is annexed to this Agreement and made a part of this Agreement.

The participating unit hereby executes this Agreement as set forth below.

The County of Gloucester has executed this Agreement on the _____ day of _____, 2017.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

The participating unit hereby executes this Agreement as set forth below.

The _____ has executed this Agreement on the ____ day
of _____
(Borough/Municipality/Fire District)
_____, 2017.

AUTHORIZED SIGNATURE: _____ **Official Title** _____

(Print Name)

ATTEST:

**GLOUCESTER COUNTY
MUTUAL AID AND ASSISTANCE AGREEMENT
BETWEEN PARTICIPATING UNITS**

AUTHORIZED SIGNATURE: _____ **Official Title** _____

(Print Name)

B-2

RESOLUTION AUTHORIZING AWARD OF CONTRACT TO BRIDGES COACHES, INC. DBA TAYLOR MADE AMBULANCES, FOR \$309,592.00

WHEREAS, the County, after due notice and advertisement, received sealed bids for the remounting of four (4) ambulances on 2017 E450 Chassis for use by the Gloucester County Department of Emergency Management EMS Division; and

WHEREAS, after following proper public bidding procedure, it was determined that Bridges Coaches, Inc. d.b.a. Taylor Made Ambulances, with offices at 3704 Medallion Street, Newport, Arkansas 72112 was the lowest responsive and responsible bidder to perform said services, for a total contract amount of \$309,592.00, as more specifically described in the bid specifications PD-017-025; and

WHEREAS, a trade-in credit of \$10,000.00 on existing four (4) chassis was credited to the total contract amount of \$319,592.00, resulting in a total contract amount of \$309,592.00; and

WHEREAS, bids were publicly received and opened on May 9, 2017; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds pursuant in the amount of \$309,592.00, pursuant to C.A.F. # 17-04049, of which \$91,235.66 shall be charged against budget line item C-04-16-020-250-20201 and \$218,356.34 shall be charged against budget line item C-04-17-020-250-20201.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Bridge Coaches, Inc. d.b.a. Taylor Made Ambulances, for the remounting of four (4) ambulances on 2017 E450 Chassis for use by the Gloucester County Department of Emergency Management EMS Division, for a total contract amount of \$309,592.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 7, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
BRIDGES COACHES, INC.
DBA TAYLOR MADE AMBULANCES
AND
COUNTY OF GLOUCESTER**

B-2

THIS CONTRACT is made effective the 7th day of **June, 2017**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **BRIDGES COACHES, INC. DBA TAYLOR MADE AMBULANCES**, of 3704 Medallion Street, Newport, Arkansas 72112, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, the County, after due notice and advertisement, received sealed bids for the remounting of four (4) ambulances on 2017 E450 Chassis for use by the Gloucester County Department of Emergency Management EMS Division; and

WHEREAS, Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services as indicated in bid PD-017-025 or within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$309,592.00, as set forth in Attachment A, which is attached hereto and made a part of this contract. .

Vendor shall be paid in accordance with this contract document 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.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Vendor shall be as set forth in specifications identified as PD-017-025, which are incorporated herein and made a part hereof by reference. Should there occur a conflict between this form of contract and the bid documents, the bid documents shall prevail.

Vendor agrees that it has or will comply with, and where applicable should continue throughout the period of this contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this contract, the Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this contract, then prior to the effective date of this contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION**. This contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this contract, then this contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this contract, shall be forthwith delivered to the County.

D. The County may terminate this contract for public convenience at any time by a notice in writing from the County to the Vendor. If the contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT**. This contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ

such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this contract, or to act upon a breach of this contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **PARTIAL INVALIDITY.** In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.

15. **CHANGES.** This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

16. **NOTICES.** Notices required by this contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

17. **COMPLIANCE WITH APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

18. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

19. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this contract, during the term of this contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This contract consists of this contract documents, and the specifications identified as PD-017-025, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract

and the specifications, then this contract shall prevail. If there should occur a conflict between either this form of contract or the specifications and the bid package, then this contract and the specifications shall prevail.

THIS CONTRACT is made effective this 7th day of June, 2017.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**BRIDGES COACHES, INC.
DBA TAYLOR MADE AMBULANCES**

**By:
Title:**

ATTACHMENT A

<p>PD 017-025 Bid Opening 5/09/2017 10:00am SPECIFICATIONS AND PROPOSAL FORM FOR THE REMOUNTING OF 4 AMBULANCES ON 2017 OR NEWER FORD E450 CHASSIS (OR APPROVED EQUAL) FOR THE GLOUCESTER COUNTY DEPARTMENT OF EMERGENCY RESPONSE EMS DIVISION AND EXISTING UNITS WITH THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-07-GC & 16GLCP</p>	<p>VENDOR: Bridges Coaches, Inc. dba Taylor Made Ambulances 3704 Medallion Street Newport, AR 72112 Joseph M. Taylor, President 800-488-1310 870-523-4835 Fax joe@taylormadeambulances.com</p>	<p>VENDOR: Southeastern Specialty Vehicles 1250 Industrial Parkway West Jefferson, NC 28694 James Olson, Sales Manager 404-840-7410 336-246-6201 james.olson@ssvsales.com</p>					
<p>DESCRIPTION</p>							
<p>Replace Chassis and Remount 4391 Ambulance</p>			<p>\$79,898.00</p>				
<p>Replace Chassis and Remount 4392 Ambulance</p>			<p>\$79,898.00</p>				
<p>Replace Chassis and Remount 4393 Ambulance</p>			<p>\$79,898.00</p>				
<p>Replace Chassis and Remount 4394 Ambulance</p>			<p>\$79,898.00</p>				
<p>TOTAL FOR FOUR (4)</p>			<p>\$319,592.00</p>				
<p>Trade-in on existing Chassis (Per Chassis)</p>			<p>\$2,500.00</p>				
<p>Total of Trade-Ins</p>			<p>\$10,000.00</p>				
<p>TOTAL for Four (4) Minus Trade-Ins</p>			<p>\$309,592.00</p>				
<p>DELIVERY ARO</p>				<p>60-90 days after receipt of remount</p>			
<p>Make and Model Offered</p>				<p>2017 E-450 Ford & Complete refurbishment and remount</p>			<p>2017 Ford E-450 Commercial Cutaway</p>
<p>Variations: (if any)</p>				<p>None</p>			<p>Southeastern Specialty Vehicles is not an authorized Ford Warranty Repair Facility. Any Ford warranty repair can be obtained from any Ford dealership in your area</p>
<p>Will you extend your prices to local government entities within the County</p>				<p>YES</p>			<p>YES</p>
<p>Bid specifications sent to:</p>	<p>VCI Ambulances Visual Infomedica Bidnet Joe and Ron Truck Stop</p>						<p>First Priority Detek Maplecrest Ford Lincoln Grady Health Systems</p>
<p>Based upon the bids received, I recommend Bridges Coaches, Inc., dba Taylor Made Ambulances be awarded the contract as the lowest responsive, responsible bidder.</p>							<p>Sincerely,</p>
<p></p>							<p>Kimberly Larter</p>
<p></p>							<p>Purchasing</p>

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-04049

ORDER DATE: 05/16/17
REQUISITION NO: R7-04286
DELIVERY DATE:
STATE CONTRACT: PD 017-025
ACCOUNT NUM:

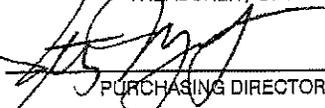
Pg: **S H I P T O**
GLOUC. CO COMMUNICATION CENTER
1200 N. DELSEA DR., BUILDING B
CLAYTON, NJ 08312
856-307-7100

VENDOR #: BRIDG030

V E N D O R
BRIDGERS COACHES, INC.
DBA-TAYLOR MADE AMBULANCES
3704 MEDALLION STREET
NEWPORT, AR 72112

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	REMOUNTING OF 4 AMBULANCES ON 2017 E450 CHASSIS AS PER PD 017-025 FOR THE GLOUCESTER COUNTY EMS AMBULANCES 4391, 4392, 4393, 4394	C-04-16-020-250-20201 Ambulances	91,235.6600	91,235.66
1.00	REMOUNT OF 4 AMBULANCES BALANCE OF LINE ITEM 1	C-04-17-020-250-20201 EMS - Ambulances	218,356.3400	218,356.34
			TOTAL	309,592.00

CLAIMANT'S CERTIFICATION & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X	VENDOR SIGN HERE _____ DATE _____	DEPARTMENT HEAD _____ DATE _____	 TREASURER / CFO
	TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____		 PURCHASING DIRECTOR
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS			

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

B-3

RESOLUTION AUTHORIZING THE PURCHASE OF EIGHT PANASONIC CF-54 TOUGHBOOKS AND EIGHT CF-54 1200 WATT POWER SUPPLIES FROM WIRELESS C & E, INC., FOR \$20,880.00

WHEREAS, the County of Gloucester Department of Emergency Response has a need to purchase eight (8) Panasonic CF-54 Toughbooks WIN7 with 8GB RAM/256SSD Drive, i5-6300U and eight (8) CF-54 1200 Watt Power Supplies for use by the Prosecutor's Office and the Sheriff's Department; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment, through the State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County can purchase the said equipment from Wireless C & E, Inc., for \$20,880.00, through State Contract #A89980; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of \$20,880.00 pursuant to C.A.F.# 17-04113, which shall be charged against budget line item 7-01-44-903-001-20202.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County Purchasing Agent be authorized to purchase eight (8) Panasonic CF-54 Toughbooks WIN7 with 8GB RAM/256SSD Drive, i5-6300U and eight (8) CF-54 1200 Watt Power Supplies for the County of Gloucester, from Wireless C & E, Inc., for \$20,880.00, through State Contract #A89980.

ADOPTED at a regular meeting of the Gloucester County Board of Chosen Freeholders, County of Gloucester and State of New Jersey held on Wednesday, June 7, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-04113

ORDER DATE: 05/18/17
REQUISITION NO: R7-04450
DELIVERY DATE:
STATE CONTRACT: A89980
ACCOUNT NUM:

Pg 1

**S
H
I
P
T
O**

GLouc. CO COMMUNICATION CENTER
1200 N. DELSEA DR., BUILDING B
CLAYTON, NJ 08312
ATTN. STEVE BRUYNELL

VENDOR #: WIREL004

**V
E
N
D
O
R**

WIRELESS C & E, INC
153 COOPER ROAD
WEST BERLIN, NJ 08091

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
8.00	PANASONIC TOUGHBOOK (8) (8) PANASONIC CF-54 TOUGHBOOKS WIN7 WITH 8GB RAM/ 256SSD DRIVE, i5-6300U ENDUSER(S)/ASSET TAG 18255 - PROSECUTOR 18256 - SHERIFF 18257 - SHERIFF 18258 - SHERIFF 18259 - SHERIFF 18260 - SHERIFF 18261 - SHERIFF 18262 - SHERIFF	7-01-44-903-001-20202 Data Processing and Phone Equipment	2,495.0000	19,960.00
8.00	PANASONIC TOUGHBOOK (8) (8) CF-54 1200 WATT POWER SUPPLIES MFPN: CF-54F9-00KM PLEASE RETURN PAPERWORK TO DAVID BRICE	7-01-44-903-001-20202 Data Processing and Phone Equipment	115.0000	920.00
			TOTAL	20,880.00

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Jacely M. Henderson</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING AGREEMENT MODIFICATION #01
WITH THE NEW JERSEY DEPARTMENT OF TRANSPORTATION
TO INCREASE FUNDING BY \$69,000.00**

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester adopted a Resolution on April 19, 2017, authorizing the execution of Cost Reimbursement Agreement #2017-DT-BLA-FEP-428 in the total amount of \$543,000.00 between the County and the NJ Department of Transportation ("NJDOT) for "Roadway Safety Projects in Various Municipalities throughout the County of Gloucester", Engineering project 16-13FA; and

WHEREAS, a modification to the Agreement is necessary, which will increase the total amount by \$69,000.00, resulting in the new total Agreement amount of \$612,000.00; and

WHEREAS, all other terms and provisions of the original Agreement not amended herein shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board to attest to Agreement Modification #01 for Cost Reimbursement Agreement #2017-DT-BLA-FEP-428 with the NJDOT to increase the agreement by \$69,000.00, for a new total amount of \$612,000.00 on behalf of the County; and

BE IT FURTHER RESOLVED that all other terms and provisions of Cost Reimbursement Agreement #2017-DT-BLA-FEP-428 shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 7, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #05-FINAL
WITH JPC GROUP, INC.**

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the "Gloucester County Bridge Rehabilitation & Maintenance Project at ten (10) locations throughout the County of Gloucester," Engineering Project #13-10SA, (hereinafter the "Project"); and

WHEREAS, by Resolution adopted May 6, 2015 a contract for the Project was awarded to JPC Group, Inc. (hereinafter "JPC"), of 228 Blackwood-Barnsboro Road, Blackwood, NJ 08012 in the amount of \$2,077,107.40, and was subsequently revised by Resolutions adopted on October 7, 2015 approving Change Order #01-Increase of \$58,286.90; on November 24, 2015 approving Change Order #02-Increase of \$109,526.93; on July 6, 2016 approving Change Order #03-Increase of \$2,697.70; and, on December 7, 2016 approving Change Order #04-Increase of \$14,438.70; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Increase #05-Final to increase the contract amount for the Project by \$102,916.90 for final as-built quantities and supplemental item S-16 required for completion of the Project, thereby resulting in a new contract amount of \$2,364,974.53; and

WHEREAS, the Treasurer for the County has certified the availability of funds for Change Order Increase #05-Final in the amount of \$102,916.90, pursuant to CAF# 15-09769, which amount shall be charged against budget line items C-04-15-012-16516234 for \$44,251.84, and C-04-15-013-165-16234 for \$58,665.06.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order Increase #05 to increase JPC's contract for the Project by \$102,916.90, resulting in the total contract amount of \$2,364,974.53 is hereby approved; and, the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to, said Change Order Increase #05, as well as any other required NJ Department of Transportation documents to effectuate the purposes set forth herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 7, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

C-2

**COUNTY OF GLOUCESTER
CHANGE ORDER FORM**

- 1. Name & Address of Vendor: JPC Group, Inc.
228 Blackwood-Barnsboro Rd.
Blackwood, NJ 08012
- 2. Description of Project or Contract: Local Bridge Rehabilitation & Maintenance At
Ten (10) Locations Throughout Gloucester
County
- 3. Date of Original Contract: 5/6/2015
- 4. P.O. Number: 15-03116
- 5. Amount of Original Contract: \$2,077,107.40
- 6. Amount of Previously Authorized Change Orders \$184,950.23
- 7. Amount of this Change Order No. 5 - FINAL: \$102,916.90
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$2,364,974.53
- 9. Need or Purpose of this Change Order:
Final As-Built Quantities, and Supplemental Item S-16

This change order requested by  on 5-17-17
(Department Head) (Date)

Accepted by  on 5/11/17
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

Laurie J. Burns
Administrator/Clerk of the Board

By: _____
Robert M. Damminger, Director

To All Vendors:

This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 5 FINAL
STATE AID PROJECT**

PROJECT	Local Bridge Rehabilitation & Maintenance At Ten (10) Locations Throughout Gloucester County
MUNICIPALITY	Throughout Gloucester County (Various Municipalities)
COUNTY	Gloucester
CONTRACTOR	JPC Group, Inc.

Final As-Built Quantities
Additional Supplemental item S-16

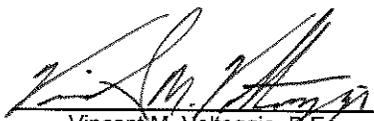
<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
REDUCTIONS				
Item No.27	Police Traffic Directors	234	\$60.00	\$14,040.00
Item No.28	Flashing Arrow Board, 4' x 8'	1.00	\$3,500.00	\$3,500.00
Item No.29	Traffic Control Truck with Mounted Crash Cushion	1.00	\$6,000.00	\$6,000.00
Item No.49	Fuel Price Adjustment	1.00	\$5,000.00	\$5,000.00
Total Reductions				\$28,540.00

INCREASES				
Item No. 5	HMA 12.5M64 Surface Course, 2" Thick	35.53	\$290.00	\$10,303.70
Item No. 9	Dense Graded Aggregate Base Course, 6" Thick	205.40	\$20.00	\$4,108.00
Item No. 16	Rip-Rap Stone Slope Protection, 24"Thick (d50=12")	58.00	\$200.00	\$11,600.00
Item No. 21	Traffic Stripes, Long Life, Epoxy Resin 4"	200.00	\$6.00	\$1,200.00
Item No. 25	Construction Signs	368.00	\$15.00	\$5,520.00
Item No. 30	Construction Barrier Curb	120.00	\$60.00	\$7,200.00
Item No. 31	Drum	61.00	\$65.00	\$3,965.00
Item No. 33	Breakaway Barricades	22.00	\$120.00	\$2,640.00
Item No. 40	Removal of Beam Guide Rail	40.00	\$8.00	\$320.00
Item No. 42	Topsoiling 4" Thick	23.00	\$7.00	\$161.00
Total Increases				\$47,017.70

SUPPLEMENTAL				
S-16	Mantua Ave Pipe Crossing	1.00	\$84,439.20	\$84,439.20
Total Supplemental				\$84,439.20

Amount of Original Contract	\$2,077,107.40		
Amount of Original Contract + Change Order No. 1	\$2,135,394.30		
Amount of Original Contract + Change Order No. 1 and 2	\$2,244,921.23		
Amount of Original Contract + Change Order Nos. 1, 2 and 3	\$2,247,618.93	Increases	\$47,017.70
Amount of Original Contract + Change Order Nos.1 thru 4	\$2,262,057.63	Supplemental	\$84,439.20
Amount of Original Contract + Change Order Nos.1 thru 5	\$2,364,974.53	Reduction	\$28,540.00
		Total Change	\$102,916.90

% Change in Contract 13.8590% Increase


 Vincent M. Voltaggio, P.E. 5-17-17
 Gloucester County Engineer Date

Approved: _____
 (District Engineer) Date
 (Local Highway Design)

Robert M. Damminger _____
 Freeholder Director Date


 Jim Petrongolo 5/11/17
 (Contractor) Date

**RESOLUTION AUTHORIZING CHANGE ORDER INCREASE #01
WITH SOUTH STATE, INC.**

WHEREAS, the County of Gloucester (hereinafter "County") previously received public bids for the construction of the County road improvement project known as "Miscellaneous Concrete Replacement and Pedestrian Facilities Upgrade Project, Various Locations throughout Gloucester County", Engineering Project #17-07 (hereinafter the "Project"); and

WHEREAS, by Resolution adopted on March 1, 2017, a contract for the Project was awarded to South State, Inc. (hereinafter "South State"), of 202 Reeves Road, Bridgeton, NJ 08302, for a total contract amount of \$233,000.00; and

WHEREAS, Vincent M. Voltaggio, P.E., County Engineer, has recommended Change Order Increase #01 to increase the contract amount for the Project by \$15,000.00 which is necessary to perform maintenance repairs on existing drainage structures, resulting in a new contract amount of \$248,000.00; and

WHEREAS, the Treasurer for the County has certified the availability of funds for Change Order Increase #01 in the amount of \$15,000.00, pursuant to CAF# 17-01662, which amount shall be charged against budget line item C-04-15-012-165-12216.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that Change Order Increase #01 to increase South State Inc.'s contract for the Project by \$15,000.00, resulting in the total contract amount of \$248,000.00 is hereby approved; and, the Director of the Board is hereby authorized and directed to execute and the Clerk of the Board to attest to, said Change Order Increase #01, as well as any other required NJ Department of Transportation documents to effectuate the purposes set forth herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 7, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

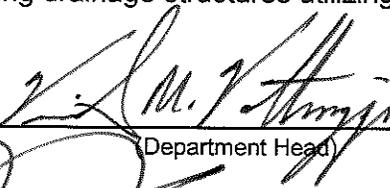
**LAURIE J. BURNS,
CLERK OF THE BOARD**

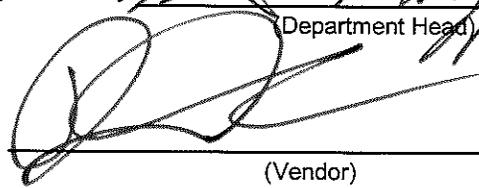
COUNTY OF GLOUCESTER
CHANGE ORDER FORM

C-3

- 1. Name & Address of Vendor: South State, Inc.
P.O. Box 68
Bridgeton, NJ 08302
- 2. Description of Project or Contract: Countywide State Aid Roadway Safety Project
- 3. Date of Original Contract: 3/1/2017
- 4. P.O. Number:
- 5. Amount of Original Contract: \$233,000.00
- 6. Amount of Previously Authorized Change Order \$0.00
- 7. Amount of this Change Order No. 1: \$15,000.00
- 8. New Total Amount of Contact (Total of Numbers 5, 6 & 7 Above) \$248,000.00

9. Need or Purpose of this Change Order: Addition of a pay item to perform maintenance repairs on existing drainage structures utilizing existing castings.

This change order requested by  on 5/22/17
(Date)

Accepted by  on 5/9/17
(Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Laurie J. Burns Clerk of the Board Robert M. Damminger, Director

To All Vendors:

This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate

Form SA-1

**NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 1
STATE AID PROJECT**

PROJECT	Misc. Concrete Replacement and Pedestrian Facilities Upgrade - Various Locations
MUNICIPALITY	Various
COUNTY	Gloucester
CONTRACTOR	South State, Inc.

Addition of a pay item for performing maintenance repairs on existing drainage structures utilizing existing castings..

<u>Item No.</u>	<u>Description</u>	<u>Quantity (+/-)</u>	<u>Unit Prices</u>	<u>Amount</u>
REDUCTIONS				
10	Reconstructed Inlet, Type B, using New Casting	4	\$0.00 \$1,500.00 \$0.00	\$0.00 \$6,000.00 \$0.00
Total Reductions				\$6,000.00
EXTRAS				
N/A			\$0.00 \$0.00 \$0.00 \$0.00	\$0.00 \$0.00 \$0.00 \$0.00
Total Extras				\$0.00
SUPPLEMENTALS				
SA 1	Reconstructed Inlet, Type B, Using Existing Casting	30 0	\$700.00 \$0.00 \$0.00	\$21,000.00 \$0.00 \$0.00
Total Supplementals				\$21,000.00

Amount of Original Contract	\$233,000.00	Reduction	\$6,000.00
Amount of Original Contract + Change Order No. 1	\$248,000.00	Extras	\$0.00
		Supplemental	\$21,000.00
		Total Change	\$15,000.00
 % Change in Contract	 6.4378% Increase		

Vincent M. Voltaggio, P.E. Date 5/22/17
 Gloucester County Engineer

Approved: _____
 (District Engineer) Date
 (Local Highway Design)

Robert M. Damming Date
 Freeholder Director

(Contractor) Date 5/8/17

C-4

RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2017 KUBOTA TRACTORS FROM CHERRY VALLEY TRACTOR SALES FOR A TOTAL AMOUNT OF \$35,504.00

WHEREAS, the County of Gloucester has a need to purchase two (2) Kubota RTV-X 1120D tractors, or the equivalent, with Low-Pro 300W spreaders, plows, canopies and windshields as per PD-17-027; and

WHEREAS, after following proper bidding procedure, it was determined that Cherry Valley Tractor Sales of 35 Route 70 West, Marlton, NJ 08053-3009 was the lowest responsive and responsible bidder, having bid the amount of \$25,160.00 for two tractors; \$2,994.00 for two Low-Pro Spreaders; \$6,144.00 for two plows; \$462.00 for two canopies; and, \$744.00 for two windshields, for the total amount of \$35,504.00 per the specifications set forth in PD-17-027; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of \$35,504.00 pursuant to CAF #17-04300 which amount shall be charged against budget line item #C-04-17-019-315-19210.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) Kubota Tractors with all options and specifications set forth in PD-17-02 from Cherry Valley Tractor Sales is hereby authorized in the total amount of \$35,504.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 7, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-04300

ORDER DATE: 05/24/17
REQUISITION NO: R7-04665
DELIVERY DATE:
STATE CONTRACT: PD-17-027
ACCOUNT NUM:

Pg 1

**S
H
I
P
T
O**

GLOUC. CO BUILDINGS & GROUNDS
SHADY LANE COMPLEX (251-6700)
254 COUNTY HOUSE ROAD
CLARKSBORO, NJ 08020

**V
E
N
D
O
R**

VENDOR #: CHERRY01

CHERRY VALLEY TRACTOR SALES
35 ROUTE 70 WEST
MARLTON, NJ 08053-3009

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	TWO (2) KUBOTA TRACTORS RTV-X1120D WITH A LOW-PRO 300W SPREADER, PLOW, CANOPIES & WINDSHIELDS	C-04-17-019-315-19210 Heavy Equipment	35,504.0000	35,504.00
	TWO (2) KUBOTA TRACTORS \$25,160.00			
	TWO (2) SPREADERS \$ 2,994.00			
	TWO (2) PLOWS \$ 6,144.00			
	TWO (2) CANOPIES \$ 462.00			
	TWO (2) WINDSHIELDS \$ 744.00			
	TOTAL-----\$35,504.00			
	APPROVED 2017 CAPITAL PURCHASE FOR 1 FOR PARKS AND REC 1 FOR B&G			
	1 DELIVERED TO VET CEMETERY - WILLIAMSTOWN NJ 08094			
	1 DELIVERED TO ATKINSON PARK - SEWELL NJ 08080			
			TOTAL	35,504.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

Tracey H. Newland
TREASURER / CFO

[Signature]
PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

PD 017-027		Bid Opening 05/18/2017 10:00am		
SPECIFICATIONS FOR SUPPLYING TWO (2) KUBOTA TRACTORS RTV-X1120D WITH A LOW-PRO 300W SPREADER AND PLOW (OR EQUAL) TO THE COUNTY OF GLOUCESTER AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP				
VENDOR:		Rook's Farm Supply, Inc.		VENDOR:
163 Route 77		Farm-Rite, Inc.		Cherry Valley Tractor Sales
Eimer, NJ 08318		122 Old Cohansey Road		35 Route 70 West
Daniel Rook, President		Bridgeton, NJ 08302		Marlton, NJ 08053
856-358-3100		Donald Strang, President		Brian C. Wright, President
856-358-3740 Fax		856-451-1368		856-983-0111
				856-988-6290 Fax
DESCRIPTION				
1	(2) Kubota Tractor RTV-X1120D	\$26,900.00	\$25,800.00	\$25,160.00
2	(2) Low-Pro Spreader	\$2,200.00	\$1,800.00	\$2,994.00
3	(2) Plow	\$5,390.00	\$8,800.00	\$6,144.00
4	(2) Canopies	\$500	\$570.00	\$462.00
5	(2) Windshields	\$900	\$684.00	\$744.00
GRAND TOTAL		\$35,890.00	\$37,654.00	\$35,504.00
MAKE AND MODEL OFFERED		KUBOTA RTV-X1120DWL-AS	KUBOTA RTV-X11200D, SNOWEX SR210,	KUBOTA RTV-X1120DW-HS SNOWEX SP100 SPREADER BOSS 72" STRAIGHT BLADE PLOW
Variations: (if any)		NONE	NONE	NONE
Delivery Date		30 DAYS FROM CONTRACT EXECUTION	30 DAYS	30 DAYS
Will you extend your prices to local government entities within the County		NO	NO	YES
Bid Specifications sent to:		Trius, Inc. Delfek	Prime Vendor	
Based upon the bids received, I recommend Cherry Valley Tractor Sales be awarded the contract as the lowest responsive, responsible bidder.				
Sincerely,				
Peter M. Mercanti Purchasing Director				

24

RESOLUTION AUTHORIZING THE PURCHASE OF TWO (2) 2018 CHEVROLET IMPALA VEHICLES FROM HERTRICH FLEET SERVICES, INC. THROUGH STATE CONTRACT FOR A TOTAL OF \$41,368.00

WHEREAS, the County of Gloucester has a need to purchase two (2) 2018 Chevrolet Impala LS, manufacturer's body code 1WF19 with 1 FL package, full-size, 4-door sedans; and

WHEREAS, N.J.S.A. 40A:11-12 permits the purchase of materials, supplies and equipment through State Contract, without the need for public bidding; and

WHEREAS, it has been determined that the County of Gloucester can purchase said vehicles through State Contract #A86922 from Hertrich Fleet Services, Inc. of 1427 Bay Road, Milford, DE, 19963 for \$20,684.00 per vehicle for a total amount of \$41,368.00; and

WHEREAS, the County Treasurer has certified the availability of funds in the total amount of \$41,368.00 pursuant to CAF #17-04035, which amount shall be charged against budget line item #7-01-26-315-001-20610.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the purchase of two (2) 2018 Chevrolet Impala LS sedans from Hertrich Fleet Services, Inc. through State Contract #A86922 is hereby authorized for a total amount of \$41,368.00; and

BE IT FURTHER RESOLVED, that the Freeholder Director and the County Purchasing Agent are hereby authorized and directed to execute all documents necessary for the aforementioned purpose on behalf of the County.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 7, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS,
CLERK OF THE BOARD

County of Gloucester Purchasing Department
 PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

C-5

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-04035

Pg 1

**S
H
I
P
T
O**

GLOUC.CO.FLEET MANAGEMENT
 1200 N.DELSEA DRIVE
 CLAYTON, NJ 08312
 PHONE 856-468-2802

**V
E
N
D
O
R**

VENDOR #: HERTR010

HERTRICH FLEET SERV INC.
 1427 BAY ROAD
 MICHAEL WRIGHT
 MILFORD, DE 19963

ORDER DATE: 05/12/17
 REQUISITION NO: R7-04344
 DELIVERY DATE:
 STATE CONTRACT: A86922
 ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
2.00	2 (New) 2018 Chevrolet Impala LS Full-size, 4-door Sedan. Black. LINE#5 OF STATE CONTRACT	7-01-26-315-001-20610 Automobiles	20,684.0000	41,368.00
			TOTAL	41,368.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
 UNLESS IT IS SIGNED BELOW**

Tracy N. Gundersen
 TREASURER / CFO

[Signature]
 PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

C-6

**RESOLUTION AUTHORIZING PAYMENT TO THE DELAWARE VALLEY
REGIONAL PLANNING COMMISSION FOR GLOUCESTER COUNTY'S
SHARE OF THE FISCAL YEAR 2017 PLANNING PROGRAM
IN THE TOTAL AMOUNT OF \$39,843.00**

WHEREAS, the Delaware Valley Regional Planning Commission (DVRPC) is the designated Metropolitan Planning Organization (MPO) for the nine-county metropolitan region that includes the County of Gloucester as a member; and

WHEREAS, federal laws and regulations require the formation of said MPO for each urbanized area to coordinate a comprehensive, coordinated and continuing transportation program; and

WHEREAS, the Fiscal Year Planning Work Program for the DVRPC incorporates the planning programs and support activities of DVRPC, and its member governments; and

WHEREAS, it is a requirement as to said membership that the County of Gloucester pay the sum of \$39,843.00, representing its share of the cost of the County's participation in the Planning Work Program for the Fiscal Year 2017; and

WHEREAS, the Treasurer of the County of Gloucester has certified the availability of funds in the amount of \$39,843.00, pursuant to C.A.F. #17-04418, which amount shall be charged against budget line item 7-01-21-180-001-20239.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that payment to the Delaware Valley Regional Planning Commission in the amount of \$39,843.00 representing the County's share as to the Fiscal Year 2017 Planning Work Program is hereby authorized and approved for the purposes set forth herein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 7, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
 (856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
 CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-04418

ORDER DATE: 05/26/17
 REQUISITION NO: R7-04631
 DELIVERY DATE:
 STATE CONTRACT:
 ACCOUNT NUM:

Pg 1

**S
H
I
P
T
O**

GLOUC. CO PLANNING DEPARTMENT
 1200 N. DELSEA DR.
 CLAYTON, NJ 08312
 856-307-6650

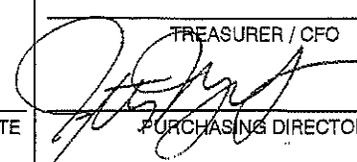
**V
E
N
D
O
R**

DVRPC
 190 N. INDEPNANCE MALL WEST
 8TH FLOOR
 PHILADLEPHIA, PA 19106

VENDOR #: DVRPC005

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	DVRPC Gloucester County's Share of DVRPC's Annual Contribution Agreement for the Approved Planning Work Program for Fiscal Year 2017	7-01-21-180-001-20239 Professional Technical Services	39,843.0000	39,843.00
			TOTAL	39,843.00

CLAIMANT'S CERTIFICATION & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X VENDOR SIGN HERE	DATE	DEPARTMENT HEAD		DATE
TAX ID NO. OR SOCIAL SECURITY NO.	DATE		TREASURER / CFO  PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE 'SHIP TO' ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT



190 N INDEPENDENCE MALL WEST
 8TH FLOOR
 PHILADELPHIA, PA 19106-1520
 Phone: 215-592-1800
 Fax: 215-592-9125
 www.dvrpc.org

> INVOICE >

November 18, 2016
 Invoice 2017-9

Gloucester County

Gloucester County's Share of DVRPC's Annual Contribution Agreement for the Approved Planning Work Program for Fiscal Year 2017	
TOTAL AMOUNT DUE	\$39,843.00
PLEASE MAKE CHECKS PAYABLE TO DVRPC.	

COMMONWEALTH of PENNSYLVANIA: BUCKS COUNTY | CHESTER COUNTY | DELAWARE COUNTY | MONTGOMERY COUNTY | CITY of PHILADELPHIA | CITY of CHESTER
 STATE of NEW JERSEY: BURLINGTON COUNTY | CAMDEN COUNTY | GLOUCESTER COUNTY | MERCER COUNTY | CITY of CAMDEN | CITY of TRENTON

C-7

**RESOLUTION AUTHORIZING THE SUBMISSION OF A NEW JERSEY
DEPARTMENT OF ENVIRONMENTAL PROTECTION GRANT
APPLICATION FOR THE GLOUCESTER COUNTY WASTEWATER
MANAGEMENT PLAN IN THE AMOUNT OF \$275,000.00**

WHEREAS, the County of Gloucester desires to submit a grant application and enter into an Agreement with the State of New Jersey, Department of Environmental Protection for the Gloucester County Wastewater Management Plan Grant; and

WHEREAS, the amount of grant funds to be accepted by the County will be in the amount of \$275,000.00, from February 1, 2017 to April 1, 2019; and

WHEREAS, the grant funds are to be expended pursuant to the terms of the Agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the of grant application and execution of agreement with the State of New Jersey, Department of Environmental Protection to apply and accept the Gloucester County Wastewater Management Plan Grant in the amount of \$275,000.00, from February 1, 2017 to April 1, 2019.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 7, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



C-7

State of New Jersey

DEPARTMENT OF ENVIRONMENTAL PROTECTION

Office of Water Resources Management Coordination
P.O. Box 420, 401 East State Street
Mail Code 401-02A
Trenton, NJ 08625-0420
Tel: (609) 777-4349
Fax: (609) 984-6505
<http://www.state.nj.us/dep/wrm/>

CHRIS CHRISTIE
Governor

BOB MARTIN
Commissioner

KIM GUADAGNO
Lt. Governor

RECEIVED May 9, 2017
MAY 12 2017
PLANNING DIVISION

Certified Mail: 7013 1710 0000 8068 7757

Theresa Ziegler
Gloucester County Dept of Public Works Planning Division
1200 N. Delsea Drive
Clayton, NJ 08312

Re: Gloucester County Wastewater Management Plan Grant Agreement #WR17-021

Dear Ms. Ziegler:

Enclosed please find the original Gloucester County Wastewater Management Plan Grant Agreement (WR17-021) along with two additional copies of pages requiring signatures. These documents must be signed by the appropriate individuals. All the agreement items indicated below, must be properly completed and returned to me as soon as possible, along with this original grant agreement and the additional signature pages. Please note that approval of this contract by your legal counsel is optional.

This contract has been conditionally approved pending return of this **original** grant agreement with the following properly completed sections and information:

- Page 3 of 15 (signed by the individual authorized to enter into the contractual agreement as indicated in the Governing Body Resolution)
- Certificate of Insurance
- Governing Body Resolution (Attachment E) with Raised Seal
- Subcontractor Certification (Attachment F)
- Statement of Adequacy of Accounting System (Attachment G)

Upon complete execution of this document you will receive an original executed copy of the Grant Agreement.

If you have any questions, please feel free to contact me at (609) 292-1817.

Sincerely,

Deborah Bechtel
Grants Manager

Enclosure
c: Vincent Voltaggio, Director County Engineer-Planning Division
Scott Sullivan, NJDEP Project Manager w/o enclosures

**GRANT AGREEMENT
BETWEEN
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: WR17-021**

TABLE OF SECTIONS IN GENERAL TERMS AND CONDITIONS

- I. Grant Award Data and Signatures
- II. Compliance with Existing Laws and Policies
- III. Insurance
- IV. Indemnification
- V. Assignments and Subcontracts
- VI. Availability of Funds
- VII. Procurement Standards
- VIII. Property Management Standards
- IX. Method of Payment
- X. Matching and Cost Sharing Requirements
- XI. Project Income
- XII. Financial Management System
- XIII. Financial and Performance Reporting
- XIV. Monitoring Performance
- XV. Audit Requirements
- XVI. Agreement Amendment
- XVII. Closeout Procedures
- XVIII. Termination, Expiration, and Suspension
- XIX. Access to Records
- XX. Record Retention
- XXI. Approvals and Authorizations
- XXII. Interest on Advance Payments and Disallowed Costs
- XXIII. Miscellaneous Provisions

TABLE OF ATTACHMENTS ATTACHED*

A.	Additional Provisions and Special Modifications	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
A-1.	Additional Provisions for Federally Funded Agreements.	<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no
A-1-A.	Certification of Lobbying and Disclosure of Lobbying Activities.	<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no
A-2.	Federal Funding Accountability and Transparency Act (FFATA) - \$25,000 or greater	<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no
A-3.	U.S. Environmental Protection Agency Funded Agreements	<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no
A-4.	Community Development Block Grant (CDBG) Funded Projects	<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no
A-4-A.	Non-Disclosure Agreement - CDBG Funded Projects	<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no
B.	Approved Project Budget	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
B-1.	Itemization and Justification of Budget.	<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no
B-2.	Approved Advance Payment.	<input type="checkbox"/>	yes	<input checked="" type="checkbox"/>	no
C.	Expenditure Report	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
D.	Scope of Services	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
D-1.	Project Requirements.	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
D-2.	Contractor's Proposal	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
E.	<input checked="" type="checkbox"/> Governing Body Resolution. . . <input type="checkbox"/> Corporate Resolution <input type="checkbox"/> Certified Resolution	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
F.	Subcontractor Certification	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
G.	Statement of Adequacy of Accounting System	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no
RB.	Reference Bibliography.	<input checked="" type="checkbox"/>	yes	<input type="checkbox"/>	no

*Wherever this agreement form, including any attachments, presents alternatives, choices must be indicated as follows: An "X" within brackets or on a blank line shall indicate selection of the particular alternative. "NA" or "--" (a dashed line) shall indicate that no information is to be entered on a particular blank line. No blanks may remain just prior to execution, except in the signature blocks on attachments C and F.

Federal Award Information

Federal Awarding Agency: N/A
Federal Award Name:
Federal Award Identification Number (FAIN):
Federal Award Date:
Total Amount of the Federal Award:

GENERAL TERMS AND CONDITIONS

I. Grant Award Data and Signatures

Grantee's Name: (the "Grantee")	GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
Address:	2 South Broad Street PO Box 337 Woodbury, NJ 08096
Vendor ID #:	216000660
Financial Officer's - name:	Tracey N. Giordano
- Title: (the "Chief Financial Officer")	Chief Financial Officer

The State of New Jersey (The "State")

Department of Environmental Protection (the "Department" or the "DEP")

Granting agency's -- name:	Water Resource Management, Office of Water Resources Management Coordination	(the Granting Agency")
- address:	P.O. Box 420, MC401-02A Trenton, NJ 08625	

GRANT AWARD AMOUNT: **\$ 275,000.00**

Total Project Funding	AMOUNT	STATE ACCOUNT NUMBER	CFDA NUMBER/ CFDA TITLE
State General Fund	\$275,000.00	16-100-042-4850-128-6110	
Federal			
Grantee			
Other (identify below)			
	\$ 275,000.00	TOTAL APPROVED PROJECT AMOUNT	

Work Period: The "effective date" of this grant agreement is the date the Grantee executes it or the date the State executes it, whichever date is later. The "work period" for this grant commences on 2/1/2017 or the effective date, whichever is earlier later, and runs for a period of 26 months thereafter. Grant funds may be used only to satisfy obligations which arise during the work period.

PURPOSE AND AUTHORITY: Grant Project to be funded: **Gloucester County Wastewater Management Plan**

Statutory Authority for this Grant: **N.J.S.A. 13:1D-9 et seq 58:11A-1 et; 58:10A-5e et seq; Watershed Protection Act of 1997 (N.J.S.A. 58:29-1et seq.)**

Grant will will not be used for Research and Development (R&D)

In consideration of the payment of the State, the Federal, and if through the State treasury, the "other" amounts shown above (the "Grant"), the Grantee agrees to provide its share of the Total Project amount and to perform the work described in Attachment D, within the work period and in the manner and upon the terms specified in this agreement. The provisions of this agreement set forth in this Section I through Section XXIII constitute the General Terms and Conditions portion of this agreement.

II. Compliance with Existing Laws and Policies

The Grantee, in order to induce the State to award the grant and enter into this agreement, agrees in the performance of this agreement to comply with all applicable federal, State, and municipal laws, rules, regulations, and written policies. Failure to comply with such laws, rules, regulations or policies shall be grounds for termination of this agreement. Such laws, rules, regulations, and policies include, but are not limited to, the following:

- A. The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.25 et seq., if applicable, is by this reference incorporated as part of this agreement and the Grantee agrees to comply with it. The Grantee warrants that neither it nor any subcontractor it might employ to perform work in furtherance of this agreement is suspended, debarred or otherwise listed or is on record in the Office of the Commissioner or Department of Labor for failure to pay prevailing wages in accordance with the New Jersey Prevailing Wage Act. The Grantee further warrants that it and any subcontractors it might employ to perform work in furtherance of this agreement shall comply with the New Jersey Prevailing Wage Act.
- B. The parties agree that, if applicable, the New Jersey Law Against Discrimination, N.J.S.A. 10:5-1 et seq., N.J.S.A. 10:5-31 et seq., N.J.S.A. 10:2-1 et seq., N.J.A.C. 13:6-1 et seq. and N.J.A.C. 17:27-1.1 et seq. are by this reference incorporated as part of this agreement and are binding upon them. The Grantee agrees and guarantees to afford equal opportunity in performance of this agreement in accordance with an affirmative action program approved by the State Treasurer. As required by N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., the following language must be included in all bid specifications and contracts for goods and services:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expressions, the Contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The Contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- i. *Appropriate evidence that the contractor is operating under an existing Federally approved or sanctioned affirmative action program;*
- ii. *A certificate of employee information report approval, issued in accordance with N.J.A.C. 17:27-4; or*
- iii. *An employee information report (Form AA302) electronically provided by the Division and distributed to the public agency, through the Division's website (http://www.state.nj.us/treasury/contract_compliance), to be completed by the contractor, in accordance with N.J.A.C. 17:27-4.*

The Contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purpose of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.

- C. The act codified at N.J.S.A. 52:13D-12 et seq., the "New Jersey Conflicts of Interest Law", and the act codified at N.J.S.A. 40A:9-22.1 et seq., the Local Government Ethics Law, are by this reference incorporated as part of this agreement. The Grantee represents and affirms neither itself nor any of its employees, its subcontractors, its subcontractors' employees is engaged in any conduct which constitutes a conflict of interest under, or a violation of, either the New Jersey Conflicts of Interest Law or the Local Government Ethics Law.
- D. The Grantee represents and warrants:
1. that no person or selling agency has been employed or retained to solicit or secure this agreement in violation of N.J.S.A. 52:34-15,
 2. that it has made, and knows of no payments or gratuities made in violation of N.J.S.A. 52:34-19,
 3. that it is, and will remain, in full compliance with N.J.S.A. 40A:11-1 et seq., the Local Public Contracts Law, if applicable,
 4. that it is, and will remain, in full compliance with N.J.S.A. 14A:13-1 et seq., and N.J.S.A. 15A:13-1 et seq. (both regarding out-of-state corporations), if applicable, and
 5. that it is, and will remain, in full compliance with N.J.S.A. 2A:44-143 (regarding bonds on construction and public works contracts), if applicable.
- E. The Grantee shall report in writing to the Attorney General and the Executive Commission on Ethical Standards, the solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any other State vendor.
- F. The Grantee shall not influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- G. The Grantee warrants that it will obtain and maintain, during the term of this agreement, all licenses, certifications, authorizations, or any documents required by the federal, state, county, or municipal governments and international authorities, wherever necessary, to perform this agreement. The Grantee shall promptly notify the State of any disciplinary action or any change in the status of any license, permit, or other authorization required by law or this agreement.
- H. The Grantee warrants that in performing its responsibilities under this agreement, it shall comply with all local, state, and federal laws, rules, and regulations applicable to this agreement and to the work to be done hereunder. Failure to comply will constitute a material breach of this agreement.
- I. New Jersey State Circular Letter 15-08-OMB, Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid is by this reference incorporated as part of this agreement.
- J. The following documents issued by the United States are by this reference incorporated as standards and procedures used by the Department and made part of this agreement:
1. United States Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
 2. Common Rule regulations for federal agencies, as applicable (e.g. 40 CFR for U.S.E.P.A.)
<https://georgewbush-whitehouse.archives.gov/omb/grants/chart.html> , and
 3. Compliance Supplement for Single Audits of State and Local Governments (Compliance Supplement Revised).
-

III. Insurance

The Grantee shall maintain in force for the term of this agreement liability insurance as provided herein. These coverages shall be maintained either through insurance policies from insurance companies licensed to do business in the State of New Jersey or through formal, fully funded self-insurance programs authorized by law and acceptable to the Department. Unless current documentation is already on file, the Grantee must, within thirty (30) days after the effective date of this agreement, provide to the Department current certificates of insurance, documentation of self-insurance, or both, for all coverages and renewals required under this agreement. Each certificate shall contain the provision that the insurance provided in the certificate shall not be canceled for any reason except after thirty (30) days written notice to the Department. No payments may be made under this agreement until acceptable documentation of insurance coverage is received. The minimum required coverages are:

- A. Commercial General Liability: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The policy shall include coverage for contractual liability and shall include the State of New Jersey as an additional insured. The policy shall also include coverage for products liability. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic, unamended, and unendorsed occurrence coverage forms currently in use in the State of New Jersey which shall not be circumscribed by any endorsements limiting the breadth of the coverage.
- B. Business Automobile Liability Insurance that shall be written to cover any vehicle used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit.
- C. Worker's Compensation Self Insurance in accordance with the laws of the State of New Jersey and commercially purchased Employer's Liability Insurance with limits not less than:
 - \$1,000,000 Bodily Injury, Each Occurrence
 - \$1,000,000 Disease Each Employee
 - \$1,000,000 Disease Aggregate Limit

IV. Indemnification

The Grantee shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost including, where the agreement is funded, in whole or in part, by the Federal government, any actions brought by the Federal government or any of its agencies (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the Grantee's performance, attempted performance, or failure to perform in connection with this agreement (collectively, "performance"), regardless of whether such performance was undertaken by the Grantee, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the Grantee had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The Grantee (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses arising in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The Grantee shall not assert any defense which would be available to the State but not to the Grantee, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination, expiration, or suspension of this agreement. The Grantee does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the Grantee in writing and shall have a copy of such claim forwarded to the Grantee.

V. Assignments and Subcontracts

The Grantee shall not subcontract any of the work or services covered by this agreement nor shall any interest be assigned or transferred, except as may be provided for in this agreement or with the express written approval of the Department.

- A. As a precondition of the Department's approval of a subcontractor and prior to any payments by the Department for subcontracted work, the Grantee shall secure from the subcontractor and shall submit to the Department a completed and executed copy of Attachment F, Subcontractor Certification.
- B. The Grantee shall be responsible for compliance by any subcontractor with the terms, conditions and requirements of this agreement.
- C. The Grantee shall be responsible for any claims arising out of any subcontract hereunder and, as a condition of any subcontract hereunder, the subcontractor shall hold the State harmless from any claims by the subcontractor or third parties which may arise under or as a result of the subcontract.

VI. Availability of Funds

- A. The State of New Jersey appropriates funds on a fiscal year basis, which is a period running from July 1 through June 30. The parties hereto recognize and agree that continuation of funding under this agreement is expressly dependent upon availability to the Department of funds appropriated by the State Legislature from State or federal revenue or such other funding sources as may be available. The Department shall not be liable for any breach of this agreement which results from the State Legislature's failure to appropriate the necessary funds.
- B. The Department may encumber and commit to any agreement only those funds which have been appropriated and are available during the State fiscal year in which the agreement is executed. For any agreement which will be completed during that fiscal year, the State's grant amount will be fully encumbered and committed. However, for any agreement, the performance of which will span more than one State fiscal year, the Department may or may not be able to encumber and commit the full grant amount and the full funding of the agreement may depend upon subsequent fiscal year appropriations by the State Legislature.
- C. The parties understand that this agreement is fully or partly funded as designated in Section II of Attachment A, Additional Provisions and Special Modifications.

VII. Procurement Standards

Procurement of supplies, equipment, and other services with funds provided by this agreement shall be accomplished in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, which shall be provided to the Grantee, upon request, by the Department. Procurement shall also be consistent with the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., and other statutory requirements, as applicable. Both the federal and applicable State requirements shall be incorporated into any subcontracts under this agreement.

Adherence to the standards contained in those applicable federal and state laws and regulations does not relieve the Grantee of the contractual responsibilities arising under its procurements. The Grantee is the responsible authority, without recourse to the Department, regarding the settlement and satisfaction of all contractual and administrative issues arising out of procurements entered into in support of this agreement.

VIII. Property Management Standards

Property furnished by the Department or acquired in whole or in part with federal or Department funds or whose cost was charged to a project supported by federal or Department funds shall be utilized and disposed of in a manner generally consistent with state and federal requirements (2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law).

IX. Method of Payment

- A. Payment under this agreement will be made upon submission by the Grantee of a properly executed State invoice form (available from the Department), and all invoices, bills, and other documents necessary to justify the payment. This form must also be accompanied by a certification from the Grantee that all procurements for which payment is requested have been made in accord with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law, and in accord with all applicable State laws and have been made during the work period.
 1. If Attachment B-2, Approved Advance Payment, provides for a justification of an advance payment and if Section III of Attachment A, Additional Provisions and Special Modifications, so provides, an initial advance payment will be made to the Grantee upon receipt by the Department of a properly executed copy of this agreement, signed by an appropriate officer of the Grantee organization, together with a properly executed invoice form.
 2. Progress payments shall be made by the Department on a periodic basis as prescribed in Section III.B of Attachment A, Additional Provisions and Special Modifications. Such payments shall be issued only upon receipt of the required financial and narrative reports described in Section XIII of the General Terms and Conditions of this agreement, Financial and Performance Reporting. Payment shall be made either in fixed amounts as determined by the Department to be reasonable to maintain an appropriate level of services or in the form of reimbursement of actually reported expenditures as indicated in Section III of Attachment A, Additional Provisions and Special Modifications.
 3. If Section III of Attachment A, Additional Provisions and Special Modifications, so provides, a portion of the grant will be withheld pending receipt of the required final reports described in Section XVII of the General Terms and Conditions of this agreement, Grant Closeout Procedures.

4. The Department shall withhold payment of any costs disallowed by the Department as improperly incurred under any provision of this grant.
5. Grantee may not use any grant funds to satisfy any obligation which arose outside the work period.

X. Matching and Cost Sharing Requirements

If there are any matching and/or cost sharing requirements indicated in Section IV of Attachment A, Additional Provisions and Special Modifications, then, regardless of whether federal funds are involved, the Grantee shall account to the satisfaction of the Department for these requirements in accordance with 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

XI. Project Income

Project income must be accounted for as indicated in Section V of Attachment A, Additional Provisions and Special Modifications. "Project income" means gross income earned by the Grantee from grant-supported activities. Such earnings include, but are not limited to, income from service fees, sale of commodities, usage or rental fees, and royalties on patents and copyrights. In all cases, interest earned on advances of grant funds shall be remitted to the Department, except for interest earned on advances to instrumentalities of a state as provided by the federal Intergovernmental Cooperation Act of 1968, P. L. 90-577.

XII. Financial Management System

The Grantee's Chief Financial Officer, as designated in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, shall be responsible for maintaining an adequate financial management system. The Chief Financial Officer shall notify the Department when the Grantee cannot comply with the requirements established in this Section XII, Financial Management System.

A. Grantee financial management system shall provide for:

1. accurate, current, and complete disclosure of the financial results of each project, agreement, or contract,
2. records that adequately identify the source and application of funds for Department-supported activities, and that contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays, and income,
3. effective internal and accounting controls over all funds, property, and other assets, which controls adequately safeguard all such assets and assure that they are used solely for authorized purposes,
4. comparison of actual outlays with budgeted amounts for all major cost categories on Attachments B, Approved Project Budget; B-1, Itemization and Justification of Budget; D, Scope of Services; and D-2, Grantee's Proposal, and correlation of financial information with performance or productivity data, including the production of unit cost information required by the Department,
5. accounting records that are supported by source documentation,
6. procedures to minimize the time elapsing between the advance of funds from the Department and the disbursement by the Grantee, whenever funds are advanced by the Department, and
7. procedures for determining reasonableness, allowability, and allocability of costs generally consistent with the provisions of 2 CFR Part 200 and the appropriate federal common rule, whichever would be applicable under federal law.

B. If required by Section VI of Attachment A, Additional Provisions and Special Modifications, the Department may require the submission of Attachment G, Statement of Adequacy of Accounting System.

C. The Department may review the adequacy of the financial management system of any applicant for financial assistance as part of a pre-award review or at any time subsequent to the award. If the Department determines that the Grantee's accounting system does not meet the standards described in paragraph B of this Section XII, Financial Management System, additional information to monitor the agreement may be required by the Department upon written notice to the Grantee.

XIII. Financial and Performance Reporting

- A. Attachment B, Approved Project Budget, is the approved financial plan to carry out the purpose of this agreement. The budget shall be itemized to disclose specifically the agreement tasks and project activities to be funded.
- B. The Grantee shall submit interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures with the Approved Project Budget. These reports shall be submitted on a periodic basis as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, and must be certified by the Grantee's Chief Financial Officer.
- C. The Grantee shall submit performance reports on an interim basis as prescribed by the Department in Section VII of Attachment A, Additional Provisions and Special Modifications. Performance reports shall present the following information for each agreement task and shall include all available and relevant, quantitative data pertaining to production of project work units, completion of agreement tasks, and actual costs for each unit or task:
 1. a comparison of actual accomplishments to the objectives established in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Grantee's Proposal, for the reporting period,
 2. reasons why established goals were not met or tasks were not completed as scheduled, and
 3. other pertinent information, including a description of work performed during the reporting period, relevant literature citations, raw data generated, any modifications to the planned scope of work, and an anticipated work schedule for the next reporting period.
- D. The Grantee shall submit a final report on its overall performance of this agreement, as prescribed in Section VII of Attachment A, Additional Provisions and Special Modifications, including a completed copy of Attachment C, Expenditure Report, comparing actual expenditures for the entire project with the Approved Project Budget, certified by the Chief Financial Officer, and a final performance report.
- E. Extensions of reporting due dates may be granted upon written request to the Department.
- F. If reports are not submitted as required the Department shall, at its discretion, suspend payments on this agreement or any other agreement entered into between the Department and the Grantee and shall take action to suspend payments to the Grantee by other State agencies.
- G. If the Grantee has a history of unsatisfactory performance or the Grantee does not submit satisfactory reports, the Department may require additional and more detailed reports from the Grantee.

XIV. Monitoring Performance

- A. The Grantee shall continually monitor its performance under this agreement to assure that time schedules are being met, projected work units by time periods are being accomplished, and other performance goals are being achieved as applicable and as defined in Attachments D, Scope of Services; D-1, Project Requirements; and D-2, Grantee's Proposal.
- B. The Grantee shall inform the Department as soon as possible if any of the following types of conditions affect project objectives and performance and shall describe the action taken, or contemplated, and the Department assistance needed, if any, to respond to any such condition:
 1. problems, delays, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the completion of project work units or agreement tasks within established time periods, and
 2. favorable developments or events which enable meeting time schedules and goals sooner than anticipated or producing more project work units or completing more agreement tasks than originally projected.
- C. The Department may, at its discretion, make site visits to:
 1. review project accomplishments and management control systems,
 2. audit the financial records pertaining to this agreement, and
 3. provide such technical assistance as may be required.
- D. If the Grantee is not performing satisfactorily in the sole judgment of the Department, the Department may require remedial measures deemed necessary to fulfill the project requirements, including requiring the Grantee to obtain additional Department approvals before proceeding or requiring the Grantee to obtain outside technical or managerial assistance.

XV. Audit Requirements

- A. All agreements are subject to audit by the State. This agreement may be audited at the discretion of the State up to five (5) years after the date of last payment under this agreement or as otherwise required, by the Office of the State Comptroller. Any such audit must be made in accordance with generally accepted auditing standards, including the standards described in the federal General Accounting Office Government Auditing Standards.
- B. Pursuant to the federal Single Audit Act of 1984, P.L. 98-502 (the "Audit Act"), and the Single Audit Act Amendments of 1996, P.L. 104-156, 2 CFR Part 200, and the appropriate federal common rule, whichever would be applicable under federal law, any grant to a local government funded by the federal government is subject to the single-audit provisions of the Audit Act. Pursuant to State Circular Letter 15-08-OMB, the State of New Jersey has adopted by reference the standards and provisions of the Audit Act and 2 CFR Part 200. If the Grantee expends a total of \$750,000 or more in federal financial assistance or State financial assistance within the Grantee's fiscal year, the Grantee must have an annual single audit or program-specific audit performed in accordance with the Act, Amendments, 2 CFR Part 200 and State Policy.

Grantees that expend less than \$750,000 in federal or State financial assistance within their fiscal year, but expend \$100,000 or more in State and/or federal financial assistance within their fiscal year, must have either a financial statement audit performed in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit performed in accordance with the Act, Amendments, 2 CFR Part 200 and State policy.
- C. Where a single audit or other audit conducted hereunder indicates any noncompliance by the Grantee with the material terms and conditions of this agreement, the Grantee shall forthwith take corrective action as permitted or required by Section XVI of the General Terms and Conditions of this agreement, Agreement Amendment; Section XVIII of the General Terms and Conditions of this agreement, Termination, Expiration, and Suspension; or as otherwise required by the Department. As a result of any audit hereunder, recommendations shall be made whether any costs incurred by the Grantee should be disallowed as beyond the scope or the purpose of this agreement, excessive, or otherwise impermissible. The Department retains the right to recover any disallowed expenditures, and the Grantee shall return to the Department any disallowed expenditures no later than thirty (30) days after the request.
- D. In any case, whether or not it is subject to the single-audit requirements, this agreement is, at the discretion of the State, subject to audits by the State at any time prior to closeout and subject to a follow-up compliance audit which may build upon the single audit or other audit required in Section VIII of Attachment A, Additional Provisions and Special Modifications.
- E. Copies of all audit reports involving this agreement must be sent to the DEP, Internal Audit Unit and the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

XVI. Agreement Amendment

If it desires to amend this agreement, the Grantee must submit a written request to the Grant Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications. Any amendment, whether requested by the Grantee or the Department, must be documented by completion of the Department's amendment form (DEP-076). The completed amendment form must be formally executed by authorized representatives of both parties in the same manner as this agreement, unless the amendment being documented is of the type described in paragraph A, B, or C of this Section XVI, Agreement Amendment. If the amendment is of the type described in paragraph A, B, or C below, the Grant Officer may execute the amendment form for the State by signing it in the designated place, and no formal execution by authorized representatives of the parties will be required. As a nonrestrictive example only, if the Department requests, and the Grantee consents to, any amendment to the scope of the services to be performed by the Grantee, including any increase in the amount of the approved budget, such amendment must be memorialized by a completed amendment form, formally executed by authorized representatives of both parties.

- A. The Grantee may obtain approval directly from the Grant Officer to transfer amounts of up to \$20,000 or 10% of the total grant amount, whichever is less, from one direct cost category to another or from the indirect cost category to a direct cost category, as long as this transfer does not result in any change in the project's scope, work period, objective, or deliverables. If the total grant amount is less than \$25,000, the Grant Officer may disregard the 10% limitation and approve transfers of up to \$2,500.
 1. "Indirect costs" are those incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objectives specifically benefited, without effort disproportionate to the results achieved. "Direct costs" are those which can be identified specifically with a particular cost objective.
 2. The amendment form documenting any budget revision shall clearly show and justify each change in each cost category, either on the form or on an attachment to it.

- B. The Department may reduce the grant budget and the scope of services so that they fairly reflect anticipated project expenditures and progress if:
 - 1. the Department notifies the Grantee, that the Grantee is making project expenditures or progress at a rate which, in the judgment of the Department, will result in substantial failure to expend the grant or to fulfill the purposes of this agreement,
 - 2. the Department notifies the Grantee at least thirty (30) days in advance of any reduction,
 - 3. after consultation, the Grantee is unable to develop to the satisfaction of the Department a plan to rectify its low level of project expenditures or progress, and
 - 4. the Department considers the Grantee's fixed costs when making any reduction.
- C. The Grant Officer may approve no-cost time extensions to the work period or the due date of the final report in increments of six months or less but not beyond the expiration date as described in Section XVIII.A.2 of the General Terms and Conditions of this agreement, Termination, Expiration, and Suspension. Written justification and documentation evidencing the need to extend the work period or the due date of the final report must be submitted to the Grant Officer at least thirty (30) days in advance of the scheduled end of the work period. The Grant Officer shall decide whether to grant the extension. The amendment form documenting any no-cost time extension shall clearly show and justify the change, either on the form or on an attachment to it.
- D. The Grant Officer may approve proposed substitutions to the personnel and/or subcontractors identified and approved for this agreement. The Grantee must submit a written request to the Department which includes:
 - 1. An explanation of the reasons why the original personnel/subcontractors cannot be provided;
 - 2. Vitae/credentials which demonstrates that the qualifications of the substitutions are equal to or better than the originally proposed personnel/subcontractors; and
 - 3. A declaration that the substitution will be provided at no additional cost to the State.

XVI. Closeout Procedures

The closeout of this agreement shall mean the process by which the Department determines that all applicable administrative actions and all required work have been completed by the Grantee. This process shall include the steps enumerated below.

- A. The Grantee shall submit a final report as provided in Section VII of Attachment A, Additional Provisions and Special Modifications. The Department may permit extensions when requested in writing by the Grantee.
- B. The Grantee shall, together with the submission of the final report, refund to the Department any cash advanced but not committed to payment of eligible project costs in accordance with the Attachment B, Approved Project Budget.
- C. The Grantee shall refund to the Department any funds spent on costs which are disallowed by the Department. Such refund shall be made within thirty (30) days after the request.
- D. In the event a final audit has not been performed prior to the closeout of this agreement, the Department retains the right to recover any appropriate amount after fully considering any recommendation on disallowed costs resulting from the final audit.
- E. The Grantee shall account for any property acquired with grant funds or received from the Department in accordance with Section VIII of the General Terms and Conditions of this agreement, Property Management Standards.
- F. The Grantee shall comply with any Federal audit or closeout procedures applicable to this agreement and/or identified by the Department as necessary to qualify for Federal reimbursement for any funds expended under this agreement.
- G. The Department retains the right to request any additional information necessary to close out this agreement and may retain any final grant payment until the closeout procedure is completed.

XVIII. Termination, Expiration, and Suspension

- A. The following definitions shall apply for the purposes of this Section XVIII, Termination, Expiration, and Suspension.
1. Termination - The "termination" of this agreement means the cancellation of unsatisfied, contractual obligations prior to the completion of the agreement tasks by the Grantee. Work should stop unless the Grantee wants to continue at its own expense.
 2. Expiration Date - The "expiration date" of this agreement is the agreed upon date at which time the term of this agreement automatically ends absent a formal written amendment agreement executed by the parties. The expiration date of this agreement shall be the third anniversary of the date the work period would end as initially agreed upon in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.
 3. Suspension - The "suspension" of this agreement means a temporary cessation of State support or assistance pending corrective action by the Grantee or pending a decision to terminate the agreement by the Department. Work should stop unless the Grantee wants to continue at its own expense and is not otherwise required for good cause to stop by the Department.
- B. Notwithstanding any provision or language in this contract to the contrary, the Department may terminate this agreement at any time, in whole or in part, for the convenience of the State, upon no less than thirty (30) days written notice to the Grantee.
- C. If the Grantee fails to comply with any term, condition, requirement, or provision of this agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this agreement within the time frames set for herein, the Department may upon notice to the Grantee suspend this agreement and withhold further payments, prohibit the Grantee from incurring additional obligations of grant funds pending corrective action by the Grantee, or decide to terminate this agreement in accordance with paragraph C of this Section XVIII, Termination, Expiration, and Suspension. The Department may, at its sole discretion, allow Grantee to incur additional costs that could not be reasonably avoided during the period of suspension provided that said costs meet the provisions of 2 CFR Part 200 appropriate federal common rule or any other applicable state or federal requirements.
- D. The Department may terminate this agreement, in whole or in part, upon thirty (30) days notice, whenever it determines that the Grantee has failed to comply with any term, condition, requirement, or provision of this agreement or fails to make sufficient progress so as to reasonably ensure completion of performance of this agreement within the time frames set forth therein. The Department shall promptly notify the Grantee, in writing, of its determination and the reasons for the termination together with the date on which the termination shall take effect. Upon termination, the Department retains the right to recover, including through legal action, any improper expenditures from the Grantee and the Grantee shall return to the Department any improper expenditures no later than thirty (30) days after the date of termination without any further demand for repayment. The Department may, at its sole discretion, allow Grantee to retain or be reimbursed for costs reasonably incurred prior to termination, that were not made in anticipation of termination and cannot be canceled provided that said costs meet the provisions of 2 CFR Part 200, appropriate federal common rule or any other applicable state or federal requirements.
- E. The Department and the Grantee may terminate this agreement in whole, or in part, when both parties agree that the continuation of the project would not produce beneficial results commensurate with the further expenditure of funds. The two parties shall agree upon the termination conditions including the date on which the termination shall take effect, and, in case of partial terminations, the portion to be terminated. The Grantee shall not incur new obligations for the terminated portion after the date on which the termination shall take effect, and shall cancel as many outstanding obligations as possible.
- F. The closeout procedures described in Section XVII of the General Terms and Conditions of this agreement, Closeout Procedures, shall apply in all cases of termination of this agreement.

XIX. Access to Records

- A. The Grantee agrees to make available to the Department, any Federal agency whose funds are expended in the course of this agreement, the Office of the State Comptroller or any other State auditor, and any of their duly authorized representatives, such pertinent accounting records, books, documents, and papers as may be necessary to monitor and audit Grantee's operations.
- B. Whenever reasonable and practical, the State shall give reasonable notice to the Grantee prior to any visitation, inspection, or audit, including any visitation or request for documentation in discharge of the State's responsibilities. However; the State retains the right to make unannounced visitations, inspections, and audits as deemed necessary during normal business hours.
- C. The State reserves the right to have access to records of any subcontractor and requires the Grantee to provide the State access to such records in any contract with the subcontractor.
- D. The State reserves the right to have access to all workpapers produced in connection with audits made by the Grantee or by independent certified public accountants or licensed public accountants hired by the Grantee to perform such audits.

XX. Record Retention

- A. The Grantee shall retain financial records, supporting documents, statistical records, and all other records in the Grantee's financial management system or otherwise pertinent to this agreement (a) for a period of five (5) years from the date of last payment under this agreement or the Department's record retention schedule, whichever is later, or (b) for such longer period as any applicable State or federal statute may require, with the qualifications stated below.
 - 1. If any litigation, claim, or audit is started before the end of the five-year period, the records shall be retained until all litigations, claims, or audit findings involving the records have been resolved.
 - 2. Records for nonexpendable property acquired with Department funds shall be retained for five (5) years after its final disposition.
- B. The State may request transfer of certain records to its custody from the Grantee when it determines that the records possess long term retention value and will make arrangements with the Grantee to retain any records that are continuously needed for joint use.

XXI. Approvals and Authorizations

- A. Unless specifically stated otherwise, wherever this agreement requires the approval or authorization of the Department, that approval or authorization must be given in writing by the Commissioner of the Department, by the authorized delegate who signed this agreement, or by said delegate's successor or superior, if any.
- B. If the Grantee is a municipal or county government agency, the Grantee must submit with this agreement a copy of an ordinance or resolution, duly enacted by the governing body of that municipal or county government agency or of the municipality or county and authorizing execution of this agreement. If the Grantee is a corporation or other business entity, the Grantee must submit with this agreement a corporate resolution or other authorization, duly adopted by its board of directors, board of trustees, or equivalent governing body, and authorizing execution of this agreement. The Department will not make any payments until such ordinance, resolution or authorization is received.
- C. If the Grantee is a corporation or partnership, the Grantee must submit with this agreement a disclosure of the names and addresses of any persons who own 10% or more of the firm's stock or interest, in accordance with N.J.S.A. 52:25-24.
- D. If the Grantee is a corporation incorporated outside of New Jersey, the Grantee must, as a condition of payment hereunder, obtain a certificate of authority to do business in New Jersey from the Department of the Treasury and file a copy of that certificate with the Grant Officer designated in Section IX of Attachment A, Additional Provisions and Special Modifications.
- E. If the Grantee is neither a government agency nor a corporation and if the Grantee has neither a residence nor a place of business in New Jersey, then the Grantee irrevocably appoints the Commissioner of the Department to receive process in any civil action which may arise out of or as a result of this agreement. Within ten (10) days of receipt of any such process, the Commissioner shall transmit it by certified mail to the Grantee at the address shown in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.

XXII. Interest on Advance Payments and Disallowed Costs

- A. Advance Payments: The Grantee is required to deposit any advance payments received hereunder in an interest bearing account. Any interest up to \$100 per year may be retained by the Grantee for documented administrative expenses. If this agreement is federally funded, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government. If this agreement is funded by the State, interest above \$100 per year may be retained by the Grantee for purposes of this agreement or shall be remitted to the Department as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications.
- B. Disallowed Costs: Where the Grantee has been reimbursed by the Department for costs which are subsequently disallowed by the Department, the Grantee shall return the funds to the Department no later than thirty (30) days after the request. Where the Grantee fails to return the funds timely or appeals the disallowed costs, an interest charge as indicated in Section XI of Attachment A, Additional Provisions and Special Modifications, shall be charged on the funds beginning thirty (30) days from the date the Grantee was notified of the debt. If the Grantee is successful on appeal, the accrued interest will be canceled.

XXIII. Miscellaneous Provisions

- A. Governing Law: It is agreed and understood that this agreement shall be governed and construed, and the rights and obligations of the parties hereto shall be determined, in accordance with the laws of the State of New Jersey including but not limited to the Contractual Liability Act, N.J.S.A 59:13-1 et seq.
- B. Conflict of Terms: In the event of any conflict, the order of precedence shall be (1) the terms and conditions of this agreement; (2) any State Agency application form or specific correspondence describing the Project and/or soliciting a Grantee's proposal; and (3) the Grantee's proposal (d-2).

NOTE: The only exception to the above is that consistency with rules and regulations promulgated pursuant to the State Program's enabling legislation shall always have precedence in any conflict with the terms and conditions of the agreement.

- C. Dispute Resolution: Consistent with the Contractual Liability Act, N.J.S.A 59:13-1 et seq., unless otherwise provided in this agreement, all claims, counterclaims, disputes, and other matters in question between the State and the Grantee arising out of, or relating to, this agreement or the breach of it will proceed as follows:
 - 1. The dispute shall initially be submitted by either party for resolution via administrative proceedings conducted by the Department.
 - 2. If there is no mutually agreeable resolution after administrative recourse is exhausted, the matter may then proceed to arbitration or litigation. Any litigation must be submitted to, and heard by, a court of competent jurisdiction within the State of New Jersey.
- D. Performance: The Grantee warrants that it is aware of the work required to be performed under this agreement, that it has the capabilities and credentials required by the agreement, and that it will faithfully perform the work and abide by the terms, conditions, and other requirements of this agreement.
- E. Disclaimer of Agency Relationship: The Grantee's status shall be that of an independent principal and not as an agent or employee of the State. Nothing contained in the agreement shall be construed to create, either expressly or by implication, the relationship of agency between the State and the Grantee or its subcontractors.
- F. Computation of Time: When the agreement refers to a period of time in terms of days, the day of the act or event from which the designated period begins to run is not to be included. The last day of the period so computed is to be included, unless it is a Saturday, Sunday, or legal holiday, in which event the period runs until the end of the next day which is neither a Saturday, Sunday, nor legal holiday. In computing a period of time of less than seven days, Saturday, Sunday, and legal holidays shall be excluded.
- G. Intellectual Property Rights: If the Grantee, in the course of its duties under this agreement, develops any invention apparatus, computer program, discovery, or other intellectual property, the State will own the entire right, title and interest throughout the world to each such property right and to patents and copyrights protecting the same. The State's ownership shall be unaffected by any assignment, suspension, termination, or expiration of this agreement.
- H. Captions and Headings: Captions and headings used in this agreement are for convenience of reference only and shall in no way be deemed to define, limit, explain, or amplify any term or provision.
- I. Severability: In case any term or provision of this agreement shall be held invalid, illegal, or unenforceable, in whole or in part, neither the validity of any remaining part nor the validity of any other term or provision shall in any way be affected by such holding.

- J. Entire Agreement: The parties understand and agree that all prior understandings and agreements between them regarding performance of the obligations described herein are merged into this written grant agreement which supersedes all such prior understandings and agreements. Neither party enters into this agreement in reliance on any statement or representation of the other which is not reiterated herein.
- K. Successor and Assigns: This agreement shall be binding upon any successors or assigns of the Grantee. The State may, in its sole discretion, reject any proposed successor or assign of the Grantee.
- L. Counterparts: This agreement may be executed in multiple counterparts, each of which shall constitute an original instrument and all of which taken together shall constitute one and the same instrument.
- M. Notices: All notices, certificates, and other documents (a "notice") to be given by one party to the other shall be in writing and shall be delivered to the other party. Any such notice shall be delivered to the address of the Grantee or the Granting Agency shown in Section I, Grant Award Data and Signatures, by overnight courier service or by regular first class, certified, or registered mail, postage prepaid. If mailed, said notice shall be deemed to have been received five (5) days after its deposit in the United States Mail; and if given otherwise, said notice shall be deemed to have been received when delivered to the party to whom it is addressed.
- N. Waiver of Breach: The waiver by either party of any breach of this agreement shall not be deemed a waiver of any subsequent breach of the same or any other term or provision.
- O. Gender and Number: Use of the singular or plural includes the other and use of any gender includes all genders, as the context requires or permits.
- P. Waiver of Jury Trial: In the event of litigation, Grantee waives any right it may have to a trial by jury.
- Q. Change in Ownership: If, during the term of this agreement, Grantee shall merge with, be acquired by another entity, change or dissolve its business or corporate structure or otherwise change ownership, Grantee shall provide notice to the Department in the manner provided for by this agreement within thirty (30) days of said change and shall provide such documents as may be requested by the Department including, but not limited to, an updated corporate resolution ratifying this agreement or a revised version of any attachment incorporated in this agreement. At the Department's sole discretion, a change in ownership or a failure to comply with the terms of this provision shall constitute cause for termination in accordance with Section XVIII of this agreement.

**GRANT AGREEMENT
BETWEEN
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: WR17-021**

ADDITIONAL PROVISIONS AND SPECIAL MODIFICATIONS

This Attachment A adds the terms, conditions, requirements, and provisions specified in Sections I through XI below, and makes the modifications specified in Section XII below, to the preceding General Terms and Conditions of the agreement between GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS and the State of New Jersey, by and for the DEP.

I. Insurance (See Section III of the General Terms and Conditions of this agreement, Insurance.)

A. The Grantee maintains and must continue to maintain the required insurance coverages as follows:

1. comprehensive general liability

- insurance
- self-insurance
- not required

2. automobile liability

- insurance
- self-insurance
- not required

3. worker's compensation

- insurance
- self-insurance
- not required

4. employer's liability

- insurance
- self-insurance
- not required

B. Certificates of insurance or documentation of self-insurance

- are on file with the Department.
- will be forthcoming within 30 days after the effective date of this agreement.
- other (explain) _____

NOTE: No payment can be made until the Department has received acceptable documentation of these required coverages.

II. Availability of Funds (See Section VI of the General Terms and Conditions of this agreement, Availability of Funds.)

Based upon funds available to the Department in the State's fiscal year, the agreement (the sum of the State, the federal, and if through the State treasury, the other amounts, shown as components of the Total Project Amount in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures) is

- fully funded.
- partially funded in the amount of \$ _____
- not applicable.

III. Method of Payment (See Section IX of the General Terms and Conditions of this agreement, Method of Payment.)

- A. Advance payment, if justified and itemized in Attachment B-2, Approved Advance Payment, is
 - authorized for \$
 - not applicable.
- B. Progress payments
 - shall be made on a (e.g. mo./qtr./deliverable) basis for \$ per payment.
 - shall be based on actual expenditures submitted on a (e.g. mo./qtr.) basis accompanied by receipts.
 - shall be made on submission of deliverables in accordance with the project specifications and requirements.
 - are not applicable.
- C. Final payment of 10% (amount or description)
 - shall be withheld pending receipt of all final reports.
 - is not applicable.
 - (other, specify)

NOTE: No payment can be made unless a proper state invoice is submitted with appropriate justification, receipts, etc. and unless any required expenditure and performance reports are submitted.

IV. Matching and Cost Sharing Requirements (See Section X of the General Terms and Conditions of this agreement, Matching and Cost Sharing Requirements.)

- The Grantee shall provide the matching or cost sharing amounts indicated in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, and described further in Attachment B, Approved Project Budget.
- Matching and cost sharing requirements do not apply.

V. Project Income (See Section XI of the General Terms and Conditions of this agreement, Project Income.)

- A. Royalties, if any, received as a result of copyrights or patents produced under this agreement shall be
 - paid to the Department.
 - retained by the Grantee.
 - not applicable.
- B. Other project income, if any, as defined in Section XI of the General Terms and Conditions of this agreement, Project Income, shall be
 - added to funds committed to the project by the Department and used to further eligible project objectives.
 - deducted from the total project costs for the purpose of determining the net costs on which the Department shall base grant payments.
 - paid to the Department.
 - retained by the Grantee.
 - not applicable.

VI. Certification of Adequacy of Accounting System (See Section XII of the General Terms and Conditions of this agreement, Financial Management System.)

- A. A statement attesting to the adequacy of the Grantee's accounting system in accordance with the standards set forth in Section XII of the General Terms and Conditions of this agreement, Financial Management System,
 - must be completed, on Attachment G, Statement of Adequacy of Accounting System, by the Chief Financial Officer identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures.
 - is not required.
- B. Financial reports shall be prepared in a manner consistent with the Grantee's normal accounting records, which are kept on
 - a cash basis.
 - an accrual basis.
 - modified accrual basis.
 - (other, specify)

VII. Financial and Performance Reporting (See Section XIII of the General Terms and Conditions of this agreement, Financial and Performance Reporting.)

- A. All financial reports must be certified by the Chief Financial Officer.
- B. Interim expenditure reports, including a completed copy of Attachment C, Expenditure Report, shall be submitted
 - on a _____ (e.g. mo./qtr).basis, no later than _____days immediately following the end of the period.
 - (other, specify) as Tasks are completed and submitted as WQMP amendments , but no later than the due date of the final expenditure report.
- C. Performance reports shall be submitted on a quarterly (e.g. qtr./annual) basis. These reports should be submitted no later than 30 days after the end of each reporting period.
- D. A final expenditure report, including a completed copy of Attachment C, Expenditure Report, and a final performance report shall be submitted by the Grantee no later than 60 days after the Grantee's completion of all agreement tasks, the expiration date of this agreement, or the termination of this agreement, whichever first occurs.

VIII. Audit Requirements (See Section XV of the General Terms and Conditions of this agreement, Audit Requirements.)

- A. Under the federal Single Audit Act and/or State of New Jersey Circular Letter 15-08-OMB, Grantee is
 - required to have an annual single audit or program-specific audit (expenditures >= \$750,000/fiscal year)
 - required to have a financial statement audit or program-specific audit (expenditures between \$100,000-\$749,999/fiscal year)
 - not required to have an annual single audit, a financial statement audit or a program-specific audit (expenditures <\$100,000/fiscal year)
- B. If this agreement is not subject to an audit under paragraph A above,
 - the agreement shall otherwise be audited at the end of the work period.
 - the agreement may otherwise be audited at the Department's discretion up to three years after the end of the work period.
- C. If this agreement is audited under paragraph B above, the audit shall be conducted by
 - State auditors.
 - Department internal auditors.
 - a CPA firm appointed by Department.
 - a CPA firm chosen by the Grantee.
 - (other, specify) At Department discretion
- D. The Department's records show the Grantee's fiscal year ends on 10/31 . The Grantee shall notify the Department immediately if this date is incorrect or is changed.
- E. Copies of all audit reports must be submitted to DEP, Office of Audit, PO Box 402, Trenton, NJ, 08625-0402 and to the Granting Agency identified in Section I of the General Terms and Conditions of this agreement, Grant Award Data and Signatures, not later than nine months after the close of the Grantee's fiscal year.

IX. Agreement Amendment (See Section XVI of the General Terms and Conditions of this agreement, agreement Amendment.)

All budget revisions and modifications must be submitted, in writing, to (name) Colleen Kokas , (title) Director or the successor to that position (the "Grant Officer").

X. Authorizations and Disclosures (See Section XXI of the General Terms and Conditions of this agreement, Approvals and Authorizations.)

- A. The Grantee is
 - a local government agency.
 - a New Jersey corporation.
 - an out-of-state corporation.
 - (other, specify).
- B. Appended hereto as Attachment E, Governing Body Resolution, Corporate Resolution or Certified Resolution, is
 - a governing body resolution.
 - a corporate resolution.
 - a certified resolution.
 - no resolution.

C. A Grantee's Stockholder Disclosure Statement is

- submitted herewith.
 not applicable.

D. A certificate of authority for Grantee to do business in New Jersey

- will be submitted.
 is not applicable.

NOTE: No payment can be made until the Department has received any documents required under this Section X, Authorizations and Disclosures.

XI. Interest (See Section XXII of the General Terms and Conditions of this agreement, Interest on Advance Payments and Disallowed Costs.)

A. Interest above \$100 per year on advance payment of State funds

- may be retained by the Grantee for documented purposes under this agreement.
 shall be remitted to the Department on a quarterly basis.
 will not exist because no advance payment is authorized.
 (other, explain)

NOTE: On federally funded grants, any interest above \$100 per year must be remitted on a quarterly basis to the Department for return to the federal government.

B. Interest on payments of disallowed costs not returned within 30 days of request shall accrue in favor of the State at the rate specified in the "Notice of Intent to Collect" document (ADM-182).

XII. Modifications to General Terms and Conditions

The General Terms and Conditions of this agreement are changed, supplemented, or deleted ("modified") as specified in this Section XII, which supersedes inconsistent terms, conditions, requirements, or provisions contained elsewhere in this agreement. If all modifications do not fit on this page, the numeral "4" in the phrase "of 4" in the header of each page of this Attachment A must be changed to equal the total number of pages in this Attachment A, and each new page must be identified and successively numbered in the same manner as the first five pages.

- This Section XII does not contain modifications to the General Terms and Conditions of this agreement.
 This Section XII does contain modifications to the General Terms and Conditions of this agreement. Attachment A comprises _____ pages.

**GRANT AGREEMENT
BETWEEN
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: WR17-021
APPROVED PROJECT BUDGET**

EXPENSE CATEGORY	TOTAL BUDGET	FEDERAL	STATE	GRANTEE ("MATCH")	OTHER
A. Personnel Costs					
Salaries	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Fringe Benefits	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
B. Consultants and Subcontractors	\$ 275,000.00		\$ 275,000.00	\$ 0.00	\$ 0.00
C. Other Costs Specify below					
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
▪	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
D. Audit	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Subtotal Direct Costs	\$ 275,000.00	\$ 0.00	\$ 275,000.00	\$ 0.00	\$ 0.00
Less Program Income (enter as negative)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Direct Costs	\$ 275,000.00	\$ 0.00	\$ 275,000.00	\$ 0.00	\$ 0.00
Indirect Costs (indicate rate: 0.00%)	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
TOTAL PROJECT AMOUNT *	\$ 275,000.00	\$ 0.00	\$ 275,000.00	\$ 0.00	\$ 0.00

* Total Project Amount must equal the amounts indicated under General Terms and Conditions, I. Grant Award Data and Signatures, Source of Funds, "Total Approved Project Amount" (page 2)

TOTAL GRANT AMOUNT is the sum of "Federal" and "State" columns for a total of \$ 275,000.00
 the sum of "Federal", "State" and "Other" columns for a total of \$

The sums identified in the "Total Budget" column are itemized and justified in (check one or more as appropriate)

- Attachment D, Scope of Services, on page(s) _____.
- Attachment D-2, Grantee's Proposal, on page(s) 2-6.
- Attachment B-1, Itemization and Justification of Budget, comprising _____ page(s).

**GRANT AGREEMENT
BETWEEN
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: WR17-021

EXPENDITURE REPORT: For the period beginning _____ and ending _____

EXPENSE CATEGORY	APPROVED PROJECT BUDGET	PREVIOUSLY REPORTED CUMULATIVE EXPENDITURES	EXPENDITURES INCURRED DURING THE CURRENT PERIOD	CUMULATIVE EXPENDITURES	UNEXPENDED BALANCE
A. Personnel Costs					
Salaries	\$ 0.00				
Fringe Benefits	\$ 0.00				
B. Consultants and Subcontractors	\$ 275,000.00				
C. Other Costs Specify below:					
▪	\$ 0.00				
▪	\$ 0.00				
▪	\$ 0.00				
▪	\$ 0.00				
▪	\$ 0.00				
D. Audit	\$ 0.00				
Subtotal Direct Costs	\$ 275,000.00				
Less Program Income (enter as negative)	\$ 0.00				
Total Direct Costs	\$ 275,000.00				
Indirect Costs (indicate rate 0.00%)	\$ 0.00				
TOTAL PROJECT AMOUNT	\$ 275,000.00				

CERTIFICATION BY CHIEF FINANCIAL OFFICER

I certify that the above expenditures for the period are accurate as stated, that all procurements for which payment is required have been made in accordance with the standards contained in this agreement, and that each obligation for which an expenditure is listed arose during the work period.

Date: _____

Signature: _____
(Signature)

Name: _____
(print name)

Title: Chief Financial Officer

**GRANT AGREEMENT
BETWEEN
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: WR17-021

SCOPE OF SERVICES

The Scope of Services for this agreement comprises Attachment D-2, Grantee's Proposal; any project requirements delineated in Attachment D-1, Project Requirements; and any modifications, amendments, and additions to the Grantee's proposal discussed in this Attachment D. In case of conflict among the provisions of Attachments D, D-1, and D-2, the order of priority shall be: (1) Attachment D-1, (2) Attachment D, (3) Attachment D-2. This Attachment D comprises 1 page(s), including this page.

See Attachments D-1 and D-2.

ADD A PAGE

**GRANT AGREEMENT
BETWEEN
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: WR17-021

PROJECT REQUIREMENTS

The Grantee shall comply with the requirements set forth below, as well as any rules and regulations promulgated pursuant to the program's enabling legislation, if any, N.J.S.A. 13:1D-1 et seq., 13:1B-15.146 to -15.150, 13:19-1 et seq., 13:20-1 et seq., 23:2A-1 et seq., 40:56D-93-99, 58:10A-1 et seq., 58:11A-1 et seq., 58:16A-50 et seq., 58:11-23 et seq., and 58:29-1 et seq.
See N.J.A.C. 7:15

Listed below are specific requirements, including special conditions, of the program and the project covered by this agreement. This Attachment D-1 comprises 6 page(s), including this page.

- 1) Grantee shall perform a sewer service area wastewater treatment capacity analysis in accordance with N.J.A.C. 7:15-4.3(a)4iii-iv and 4.5(b)1-3.
- 2) If, based on the above sewer service area wastewater treatment capacity analysis, a potential capacity deficiency is identified, the grantee shall identify and evaluate strategies for addressing the capacity deficiencies in accordance with N.J.A.C. 7:15-4.3(a)4v and 4.5(b)4, 5 and 7.
- 3) Grantee shall perform a nitrate dilution/septic capacity analysis in accordance with N.J.A.C. 7:15-4.3(a)4iii-iv and 4.5(c)1i-iv and 2.
- 4) If, based on the above analysis, the nitrate dilution capacity is insufficient to meet the projected loading from future development, the grantee shall identify and evaluate strategies for addressing the capacity deficiencies in accordance with N.J.A.C. 7:15-4.3(a)4v and 4.5(c)1v.
- 5) Grantee shall submit for review each of the above wastewater management plan (WMP) components as completed. The WMP components shall be submitted as amendments to the applicable Water Quality Management Plan(s).
- 6) Grantee shall submit wastewater management plan (WMP) components prepared in accordance with N.J.A.C. 7:15-4.3. The text, tables and body of the WMP shall be prepared according to N.J.A.C. 7:15-1.7(a) and 4.3(a) and (b); maps according to N.J.A.C. 7:15-1.7(b) and 4.3(c).
- 7) Grantee shall submit all deliverables (e.g., text, table, spreadsheets and maps) in accordance with N.J.A.C. 7:15-1.7. Deliverables shall be submitted in an electronic format that is compatible with the Department's software capabilities (i.e., WORD, EXCEL, pdf and ArcMap Shapefile format). All deliverables must be submitted in an editable format with the exception of mapping, which is to be submitted in both pdf and editable formats.
- 8) Quarterly Performance Reports, including expenditure information, shall be submitted no later than 30 days after the end of each quarter. Expenditure information shall be provided on a Task basis and include Personnel Expense report. Quarterly Performance Reports shall include the information and utilize the format identified below unless an alternative format has been agreed to by the Department

ADD A PAGE

**GRANT AGREEMENT
BETWEEN**

GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS

**AND THE STATE OF NEW JERSEY
BY AND FOR**

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: WR17-021

PROJECT REQUIREMENTS Continued

- 9) Expenditure Reports, including Attachment C and the Payment Voucher, shall be submitted upon Task completion and submittal of deliverable as an amendment. Progress payments shall be made upon submission of acceptable deliverables in accordance with project specifications and requirements. The reports shall be submitted in both hard copy and electronic version.
- 10) A Close-Out Summary Report shall be submitted no later than 60 days after the completion of all contract tasks, expiration of the contract, or termination of the contract, whichever occurs first. The Close-Out Summary Report shall include the information and utilize the format identified below. The Close-Out Summary Report shall be submitted in both hard copy and electronic version.
- 11) Any request for a No-Cost Time Extension (NCTE) must be made 2 months in advance and be accompanied with justification and a revised schedule.
- 12) All tasks and deliverables must be completed in accordance with the requirements of the Water Quality Management Planning rule N.J.A.C. 7:15.
- 13) All maps shall be prepared and submitted electronically in a digital format which is consistent with the Department's mapping standards at N.J.A.C. 7:1D Appendix A. The creation of digital mapping information must be prepared in a format that conforms to the "New Jersey Department of Environmental Protection Geographic Information System Mapping and Digital Data Standards" guidance document, as amended or updated. See <http://www.state.nj.us/dep/gis> . Other maps at other scales may be provided as supplements. The digital maps shall be accurate, at a minimum, to a scale of 1:12,000.
- 14) Grantee shall ensure that its selection of subcontractor(s) complies with all applicable Federal, State, and local statutes, rules, and/or ordinances, including but not limited to those related to public advertising and/or bidding.
- 15) Grantee shall ensure that the subcontractor provides all product deliverables (both interim and final) to the grantee and Department in the appropriate formats (i.e., WORD, EXCEL, pdf and ArcMap Shapefile format). All deliverables must be submitted in an editable format with the exception of mapping, which is to be submitted in both pdf and editable formats. Grantee shall ensure that the formats provided can be updated in the future given the capabilities of the grantee.
-

**GRANT AGREEMENT
BETWEEN**

GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS

**AND THE STATE OF NEW JERSEY
BY AND FOR**

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: WR17-021

PROJECT REQUIREMENTS Continued

[Grant Project Name] QUARTERLY PERFORMANCE REPORT

NJDEP: GRANT No. WR17-XXX

Prepared By:

Prepared: XX/XX/XX

Quarterly Work Period: XX/XX/XX – XX/XX/XX

Task 1 – [from grant contract Scope of Work] Percent Task Complete: XX%

Provide status of project in terms of progress toward meeting the task deliverable(s) as identified in the SOW. Distinguish progress made during the reporting quarter from the overall project progress.

- Identify activities/sub-tasks completed: [For reporting on meetings see below]
- Identify staff member/consultant and hours dedicated to the task
- Identify activities/sub-tasks in progress
- Date of anticipated task completion
- Describe any problems encountered affecting task completion
- Budget: See below Task Expenditure Report

Percentage of Task funded by Grant: XX%

Task 2 – [from grant contract Scope of Work] Percent Task Complete: XX%

Meetings: Information to be included for each meeting (other than grantee internal meetings):

- Planned/attended/presented at [meeting title] on [date(s)]
 - ♦ The meeting topic was.....
 - ♦ The goal of the meeting was to
 - ♦ Who attended (general categories such as municipal officials, board of health, local residents)
 - ♦ The outcome(s) of the meeting was/were... (Any follow-up planned? Actions agreed to? Next step?)

Additional Information: Information to be submitted with each quarterly report, including but not limited to:

- Completed task results and deliverables (in pdf and editable formats) including draft results and draft deliverables
 - Brief summary of activities planned in the next quarterly period
 - Meeting attendance sheets (if applicable)
-

**GRANT AGREEMENT
BETWEEN**

GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS

**AND THE STATE OF NEW JERSEY
BY AND FOR**

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: WR17-021

PROJECT REQUIREMENTS Continued

Budget: Provide expense information on a per Task basis along with any supporting documentation. Support documentation must include a quarterly Personnel Expenses Report. **DO NOT** submit, Attachment C Expenditure Report or a Payment Voucher until such time as a Task (i.e, WMP component) has been completed and submitted as a Water Quality Management Plan amendment.

Task Expenditure Report

Quarterly Work Period:

WR17-xxx

Task	SOW Budget	Current Quarter Expenses	Expenditures to Date
Task 1 (from SOW)			
Task 2 (from SOW)			

Quarterly Personnel Expenses

Quarterly Work Period:

WR17-xxx

Employee Name	Position Title	Salary/hr	Fringe/hr	Total comp /hr	SOW Task #	Hours to Task	Total Billable to Task
Totals							

Consultant/Subcontractor Personnel	Position Title	Rate Billed/Hr	SOW Task #	Hours to Task	Total Billable to Task
Totals					

**GRANT AGREEMENT
BETWEEN**

GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS

**AND THE STATE OF NEW JERSEY
BY AND FOR**

THE DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT IDENTIFIER: WR17-021

PROJECT REQUIREMENTS Continued

[Grant Project Name] CLOSE-OUT SUMMARY REPORT

A hard copy and an electronic version of the Close-Out Summary Report must be submitted to the 604(b) Grant Program. The Close-Out Summary Report shall include the following information:

Project Title:
Grant ID Number: WR17-xxx
Contract Work Period:
Principal Grantee Contact Person:
Principal NJDEP Contact Person:

Work accomplished:

- Provide a brief summary of the project.
- Accomplishments should be described in terms of project task/deliverables identified in the Grant Scope of Work (SOW), i.e., explain to what extent project tasks/deliverables were met; specify work task/products performed; any divergences from project SOW should be described and explained.
- Project results should be provided in an accurate and comprehensive but succinct manner.

Schedule and Scope of Work:

- Describe any changes to the grant schedule and SOW that were needed. Did the project follow the grant schedule and SOW or were changes required? Did the project take longer than the original approved project period? How many extensions and/or amendments were required?
- Description of changes should be task specific and describe the impact of the changes to other tasks.
- Identify any changes to staff and/or consultants designated in Grant.

Problems Encountered and Solutions:

- Describe any problems/issues encountered and what actions were taken to correct the problems.
- Description should be task specific and describe the impact to achieving the SOW and schedule.

Budget:

Discuss whether the funding fully supported the work or whether additional resources were needed.

**GRANT AGREEMENT
BETWEEN
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
AND THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: WR17-021

PROJECT REQUIREMENTS Continued

- Include expenditures for each SOW task required and accomplished. See Budget Table format below. If additional resources were utilized, identify the percentage of federal or State funds vs non-federal or State funds.

Example Budget:

Project Tasks (from the SOW)	Sub-Tasks* (from the SOW)	Brief Description	Task Percentage Complete	Expenditures
SSA Wastewater Facility Capacity Analysis		Comparison of SSA Build-Out Capacity Need With Existing Permitted Capacity		
Nitrate Dilution/ Septic Area Wastewater Capacity Analysis		Comparison of Septic Area Build-Out Need With Ground Water Loading Capacity		
Septic Maintenance Program		Development of Septic Program Plan		
Strategies to Address Capacity Deficiencies		Evaluation of Available Options Where Capacity Deficits Are Identified		
			Total	

* Sub-task breakdown is not required for all tasks but can be used for sub-tasks that have an associated individual significant cost or if the Project Task was not fully completed.

**GRANT AGREEMENT
BETWEEN
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: WR17-021

GRANTEE'S PROPOSAL

Grantee's project proposal, comprising 4 pages, including this page, is incorporated into this agreement as this Attachment D-2. Except as modified, amended, or supplemented by Attachment D, this Attachment D-2, Grantee's Proposal, describes the assignment tasks and project work units which the Grantee shall perform and deliver pursuant to this agreement.

See attached "Gloucester County Wastewater Management Plan NJDEP Grant Application - Budget and Schedule".

WMP Task #1: Sewer Service Area Task Completion Month #: 11 Task Budget Total: \$107,855						
Sub Task	Responsible Party	Time Frame	Anticipated Start Month	Anticipated Completion Month	Project Deliverable	
Create Environmentally Sensitive Features Mapping	Churchill	2	1	2	Selected Environmentally Sensitive Features Map(s) (PDF(s) and GIS Shapefiles)	
Create Sewer Service Area Mapping	Churchill	9	1	9	Wastewater Service Area Map (PDF and GIS Shapefiles)	
Complete Wastewater Management Plan Narrative	Churchill	3	8	10	WMP Title Page, Table of Contents, & Summary of Actions, including description of WMP Area, Existing and Future Wastewater Treatment Facilities and Wastewater Facility Tables (Microsoft Word)	
Complete Wastewater Management Plan Mapping	Churchill	7	4	10	WMP Area Map (PDF and GIS Shapefiles)	
Submit WMP Component	Churchill	1	11	11	Compile and submit all required documents of WMP Component through WQMP Online Application portal	

WMP Task #2: Wastewater Treatment Capacity Analysis - Sewer Service Area Task Completion Month #: 15 Task Budget Total: \$97,000						
Sub Task	Responsible Party	Time Frame	Anticipated Start Month	Anticipated Completion Month	Project Deliverable	
Compile zoning tables and develop zoning mapping	Churchill	3	1	3	County Composite or Municipal Zoning Map(s) (PDF(s) and GIS Shapefiles)	
Map Existing SSA of properties already connected to WTPs	Churchill	9	6	14	Existing SSA Map (GIS Shapefile)	
Determine existing wastewater flow to WTPs	Churchill	1	6	6	Input highest 12 month average flows within most recent 5 years of each WTP into build-out database tables (Excel or Access tables), include Municipal zoning data. If other methods used those must be described and submitted.	
Identify developed areas not connected to sewer (currently on septic) inside the SSAs and determine wastewater flow	Churchill	9	6	14	Input projected flow results based on these parcels into database (Excel or Access tables), include Municipal zoning data	
Identify areas of future development in SSAs and determine wastewater flow	Churchill	9	6	14	GIS developable SSA shapefile, GIS preserved area shapefile; updated Database file of the build-out analysis with a tab for each municipal buildout result, including zoning data	
Determine total build-out wastewater flow in SSAs	Churchill	9	6	14	Completed Build-out database tables	
Compare total build-out wastewater flows to current permitted flows	Churchill	9	6	14	Database Table	
Complete Wastewater Management Plan Narrative	Churchill	3	12	14	Title Page, Table of Contents, Summary of Actions, Narrative of WMP Area, Wastewater Treatment Facility Tables, Wastewater Treatment Capacity Analysis - SSA (Microsoft Word)	
Submit WMP Component	Churchill	1	15	15	*Compile and submit all required documents of WMP Component through WQMP Online Application portal	

WMP-Task #3 Nitrate Dilution Analysis Task Completion Month #: 15 Task Budget Total: \$55,903						
Sub Task	Responsible Party	Time Frame	Anticipated Start Month	Anticipated Completion Month	Project Deliverable	
Compile zoning tables and develop zoning mapping	Churchill	3	1	3	County Composite or Municipal Zoning Map(s) (PDF(s) and GIS Shapefiles)	
Identify areas of future development in Non-SSAs and determine total number of additional units	Churchill	9	6	14	GIS developable Non-SSA shapefile; GIS preserved area shapefile; GIS HUC 11 Boundaries shapefile; updated Database file of the build-out analysis, including zoning data	
Determine total areage available for dilution	Churchill	9	6	14	GIS shapefile	
Using the Nitrate Dilution Model, Determine number of acres per equivalent dwelling unit to achieve 2mg/l, nitrate target	Churchill	9	6	14	Update Database Tables	
Determine number of additional allowable units that will meet 2 mg/L nitrate target	Churchill	9	6	14	Update Database Tables	
Compare total number of units projected in the build-out to the maximum number of units projected to meet the nitrate target	Churchill	9	6	14	Update Database Tables	
Complete Wastewater Management Plan Narrative	Churchill	3	12	14	Nitrate Dilution Analysis -Non-SSA (PDF)	
Submit WMP Component	Churchill	1	15	15	*Compile and submit all required documents of WMP Component through WCOMP Online Application portal	

WMP-Task #4 Strategies to Address Capacity Deficiencies Task Completion Month #: 18 Task Budget Total: \$14,262						
Sub Task	Responsible Party	Time Frame	Anticipated Start Month	Anticipated Completion Month	Project Deliverable	
Evaluate SSA capacity deficit options	Churchill	4	15	18	Compile Strategies	
Evaluate Non-SSA capacity deficit options	Churchill	4	15	18	Compile Strategies	
Complete Wastewater Management Plan Narrative	Churchill	4	15	18	Narrative describing strategies to mitigate potential capacity deficiencies	
Submit WMP Component	Churchill	1	18	18	*Compile and submit all required documents of WMP Component through WCOMP Online Application portal	

WMP Component #5 Septic Management Plan - NOT PURSUING FUNDING FOR THIS TASK						
Task Completion Month # N/A						
Task Budget Total: N/A						
Sub Task	Responsible Party	Time Frame	Anticipated Start Month	Anticipated Completion Month	Project Deliverable	
Inventory current ISSDS					Database	
Describe current practices					Compile information	
Identify gaps in current practices & identify improvements					Compile information	
Complete Wastewater Management Plan Narrative					Narrative describing septic management plan	
Submit WMP Component					*Compile and submit all required documents of WMP Component through WQMP Online Application portal	
GENERAL BUDGET						
Personnel Costs:						
Salaries						
Fringe Benefits						
Consultants & Subcontractors						
Other Costs (specify below):						
e.g. supplies						
e.g., equipment						
Audit						

* Budget is for grant specific items associated with the Wastewater Management Plan update

**GRANT AGREEMENT
BETWEEN
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: WR17-021

GOVERNING BODY RESOLUTION

The governing body of GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(print Grantee's name)

desires to further the public interest by obtaining a grant from the State of New Jersey in the amount of approximately \$ 275,000.00 to fund the following project:

Gloucester County Wastewater Management Plan

Therefore, the governing body resolves that ROBERT M. DAMMINGER or the successor to the office of
(print name)

FREEHOLDER DIRECTOR is authorized (a) to make application for such a grant, (b) if awarded, to execute
(print title of authorized official)

a grant agreement with the State for a grant in an amount not less than \$ 0.00 and not more than \$ 275,000.00, and (c) to execute any amendments thereto any amendments thereto which do not increase the Grantee's obligations.

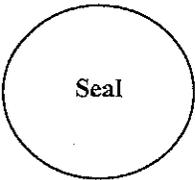
*The _____ authorizes and hereby agrees to
(print name of Grantee's governing body, e.g., board of chosen freeholders)

match 0 % of the Total Project Amount, in compliance with the match requirements of the agreement. The availability of the match for such purposes, whether cash, services, or property, is hereby certified. 0 % of the match will be made up of in-kind services (if allowed by grant program requirements and the agreement).*

The Grantee agrees to comply with all applicable federal, State, and municipal laws, rules, and regulations in its performance pursuant to the agreement.

Introduced and passed _____

Ayes: _____
Noes: _____
Absent: _____



* The portion of this form between the asterisks should only be completed if matching funds are required under the terms of the agreement. Where in-kind services are allowed and are stipulated by the Grantee, an attachment must be provided and appended hereto, breaking out the in-kind services to be provided by the Grantee.

**GRANT AGREEMENT
BETWEEN
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION**

GRANT IDENTIFIER: WR17-021

SUBCONTRACTOR CERTIFICATION

As a condition of the State's consent to the subcontract entered into between _____ (the "subcontractor") and GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS (the "Grantee") (such subcontract, the "subcontract") for work in furtherance of the grant agreement with the State of New Jersey (the "State") captioned above (the "grant agreement") and in consideration of any payment or benefit the subcontractor may receive for its performance of the subcontract, the subcontractor agrees that the following terms, provisions, and conditions ("terms") shall be additional terms of the subcontract, shall inure to the benefit of the State, and shall not be modified in any way without the written agreement of the State:

1. With respect to all services and goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, the subcontractor shall comply with, and shall be bound by, all terms of the grant agreement (excepting only (a) those terms, if any, requiring the provision of goods or services not required by the subcontract, (b) the following Sections of the General Terms and Conditions of the grant agreement: IV, IX, X, XI, XIII, XV, XVI, XVII, and XXII, and (c) Attachments B, B-1, B-2, C, and G) as though it were the Grantee and as though all such terms were explicit terms of the subcontract for the benefit of the State as third party beneficiary. The subcontractor acknowledges that the Grantee has given it a complete copy of the grant agreement and that it is familiar with all of the grant agreement's terms.
2. The subcontractor acknowledges and accepts that it is an independent principal working for the Grantee and has no relationship with the State in connection with the grant agreement as its agent, servant, employee, grantee, contractor, or otherwise.
3. The subcontractor shall make no claim or demand against the State, its officers, its agents, its servants, or its employees (the "State or its agents") (a) which arises out of or in connection with, or which is based on, (i) the subcontract or the grant agreement, (ii) any services or goods the subcontractor provides pursuant to the subcontract or in furtherance of the grant agreement, or (iii) the relationship between the subcontractor and the Grantee in connection with the subcontract or (b) which would not exist if the subcontract did not exist.
4. The subcontractor shall defend, indemnify, protect, and save harmless the State, its officers, its agents, its servants, and its employees from and against any damage, claim, demand, liability, judgment, loss, expense, or cost (collectively, "damage") arising, or claimed to arise, from, in connection with, or as a result of, the subcontractor's performance, attempted performance, or failure to perform in connection with the subcontract (collectively, "performance"), regardless of whether such performance was undertaken by the subcontractor, its officers, its directors, its agents, its servants, its employees, its subcontractors, or any other person at its request, subject to its direction, or on its behalf. As nonrestrictive examples only, this indemnification shall apply, but shall not be limited, to (a) any settlement by the State of any claim or judgment against the State or its agents, provided the subcontractor had the opportunity to participate in the settlement negotiation, and (b) all attorneys' fees, litigation costs, and other expenses of any nature, incurred by the State in connection with any damage. The subcontractor (a) shall immediately notify the State of any damage for which it or the State might be liable and (b) shall, at its sole expense, (i) appear, defend, and pay all charges for attorneys, all costs, and all other expenses incurred in connection with any damage and (ii) promptly satisfy and discharge any judgment rendered against the State or its agents, or any settlement entered into by the State, for any damage. The subcontractor shall not assert any defense which would be available to the State but not to the subcontractor, whether arising pursuant to the New Jersey Tort Claims Act or otherwise, without having first obtained the written approval of the New Jersey Division of Law. This agreement to indemnify shall continue in full force and effect after the termination or expiration of the subcontract and the grant agreement. The subcontractor does not hereby agree to indemnify the State against damage to the extent it results from the State's tortious action or inaction for which it would be liable under the New Jersey Tort Claims Act. As soon as practicable after it receives a claim for damage made against it, the State shall notify the subcontractor in writing and shall have a copy of such claim forwarded to the subcontractor.

Date: May 24, 2017

Churchill Consulting Engineers
(print name of subcontractor)

by:

[Signature]
(signature)

Robert L. Churchill
(print name)

President
(print title)

344 N. Route 73, Suite A
(number and street)

Berlin, NJ 08009
(municipality, state, and zip code)

856-767-6901
(telephone number)

ATTEST:

[Signature]
(signature of another officer of subcontractor;
if sole prop or single-member entity, person as witness)
Gary A. White, Vice-President
(print name and title)

SIGNATURE AUTHORIZATION *

I, Robert L. Churchill, President, of
(print name) (print title)

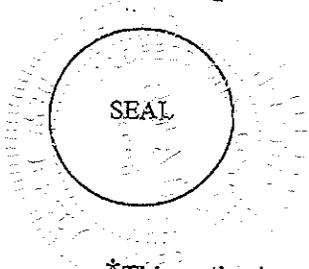
Churchill Consulting Engineers certify that the individual who executed this
(print subcontractor's name)
Subcontractor Certification on behalf of the subcontractor was duly authorized to do so.

ATTEST:

[Signature]
(signature of another officer of subcontractor;
can be same as witness signature above)
Gary A. White
(print name)
Vice President
(print title)

[Signature]
(signature of subcontractor's secretary or equivalent)
Kate Karwowski
(print name)
Administrative Manager
(print title)

Date: May 24, 2017



*This section is required for all business structures except for sole proprietorship and other single-member entities

CERTIFICATION*

I, Laurie J. Burns, municipal clerk county clerk utilities Authority Clerk
(print name)

(other, specify) CLERK OF THE BOARD of GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(print Grantee's name)

certify that this resolution was duly adopted by _____ at a
(print name of Grantee's governing body)

meeting duly held on the ____ day of _____, ____; that this resolution has not been amended or repealed; and that it remains in full force and effect on the date I have subscribed my signature. **

(signature) *

Laurie J. Burns
(print name)

CLERK OF THE BOARD
(print title)

Date: _____ **

* Certification must be signed by an official other than the individual authorized to execute the agreement.

** This date must be no more than sixty (60) days prior to the Grantee's execution of the agreement. If the original certification expires prior to the Grantee's execution, Grantee must submit a currently certified copy of this Attachment E when it returns the executed agreement to the Department.

**GRANT AGREEMENT
BETWEEN
GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS
(Name of Grantee)
AND
THE STATE OF NEW JERSEY
BY AND FOR
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
GRANT IDENTIFIER: WR17-021**

STATEMENT OF ADEQUACY OF ACCOUNTING SYSTEM*

If Grantee is a governmental agency, complete Section A. If Grantee is a non-governmental agency, complete Section B.

Section A: Governmental Agency

I am the CHIEF Financial Officer (Print title of Chief Financial Officer) of GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS and, in this capacity, I will be responsible for establishing and maintaining the financial statements for the project. The accounting system that will be established and maintained for the purpose of this agreement will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information;
4. be integrated with a strong system of internal controls; and
5. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

Date: _____

(signature)

TRACEY N. GIORDANO
(print name)

Section B: Non-governmental Agency

I am a certified public accountant duly licensed public accountant and have been engaged to examine the financial statements of GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS which will be maintained for the project.

In my opinion, the accounting system and internal controls in use to be established on _____ for this agreement are will be adequate to:

1. provide for accurate identification of the receipts and expenditures of funds by approved budget cost categories;
2. provide for documentation supporting each book entry, filed in such a way that it can be easily located;
3. provide accurate and current financial reporting information; and
4. conform to any and all Department requirements or guidelines as now in effect and as may be periodically amended.

Date: _____

(signature)

(print name)

(print title)

* This form must be completed as part of the agreement if required by Section VI.A of Attachment A, Additional Provisions and Special Modifications

REFERENCE BIBLIOGRAPHY

This bibliography is provided for reference purposes only. It lists documents incorporated by reference into this agreement and other documents which might be helpful to the Grantee.

A. New Jersey Department of the Treasury

- State Circular Letter 15-08-OMB : Single Audit Policy for Recipients of Federal Grants, State Grants and State Aid
- State Grant Compliance Supplement

B. United States General Accounting Office

- Government Auditing Standards (Yellow Book)

C. United States Office of Management and Budget

- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)
- Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments (Common Rule), (March 11, 1988) <https://georgewbush-whitehouse.archives.gov/omb/grants/chart.html>
- Compliance Supplement for Single Audits of State and Local Governments-Uniform Requirements for Grants to State and Local Governments (Compliance Supplement, Revised)

D. American Institute of Certified Public Accountants (“AICPA”)

- State and Local Governments – Audit and Accounting Guide
- Not-for-Profit Organizations — AICPA Audit and Accounting Guide

D-1

RESOLUTION AUTHORIZING THE PURCHASE OF ONE (1) TRAILER WITH PUMP OFF SYSTEM FROM PEMBERTON FABRICATORS, INC., FOR \$19,850.00

WHEREAS, the County, after due notice and advertisement, received sealed bids for the purchase of one (1) trailer with pump off system; and

WHEREAS, bids were publicly received and opened on May 16, 2017; and

WHEREAS, after following proper public bidding procedure, it was determined that Pemberton Fabricators, Inc., with offices at 30 Indel Avenue, Rancocas, New Jersey 08073 was the lowest responsive and responsible bidder, for a total amount of \$19,850.00, as more specifically described in the bid specifications PD-017-028; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of \$19,850.00 pursuant to C.A.F. # 17-04175, which shall be charged against budget line item 7-01-44-903-001-20204.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Pemberton Fabricators, Inc., for the purchase of one (1) trailer with pump off, for \$19,850.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 7, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

LAURIE J. BURNS, CLERK OF THE BOARD

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-04175

ORDER DATE: 05/22/17
REQUISITION NO: R7-04613
DELIVERY DATE:
STATE CONTRACT: PD-17-028
ACCOUNT NUM:

Pg 1

**S
H
I
P
T
O**
GLOUC. CO CONSUMER PROTECTION
254 COUNTY HOUSE RD.
CLARKSBORO, NJ 08020
856-384-6855

VENDOR #: PEMBE010

**V
E
N
D
O
R**
PEMBERTON FABRICATORS INC
SERAPHIN DIVISION
30 INDEL AVENUE
RANCOCAS, NJ 08073-0227

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	NEW TRAILER AND PUMP SYSTEM NEW TRAILER: TRAILER CONSTRUCTION, TORFLEX DUAL AXLE, DECKING, GROUNDING CABLE, FIRE EXTINGUISHER, BRAKES, LIGHTING PACKAGE, STABILIZERS, SPARE TIRE, COUPLING, PAINT AND HARDWARE STAINLESS STEEL. NEW PUMP SYSTEM: PUMP, NEW POWER CABLE, NEW HOSE REEL, NEW DRAIN PIPING, NEW PIPING, NEW VALVES, NEW SIGHT GLASS. OTHER FEATURES: NEW ENCLOSURE. BID NO. PD-017-028 ANY QUESTIONS CALL MARY 856-384-6854	7-01-44-903-001-20204 Other Equipment	19,850.0000	19,850.00
			TOTAL	19,850.00

CLAIMANT'S CERTIFICATION & DECLARATION

I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.

X

VENDOR SIGN HERE DATE

TAX ID NO. OR SOCIAL SECURITY NO. DATE

RECEIVER'S CERTIFICATION

I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.

DEPARTMENT HEAD DATE

APPROVAL TO PURCHASE

**DO NOT ACCEPT THIS ORDER
UNLESS IT IS SIGNED BELOW**

Tracey N. Lindore
TREASURER / CFO
[Signature]
PURCHASING DIRECTOR

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

<p align="center">PD-017-028</p> <p align="center">Bid Opening 05/16/17 at 10:00 a.m.</p> <p align="center">SPECIFICATIONS FOR SUPPLYING ONE (1)</p> <p align="center">TRAILER WITH PUMP OFF SYSTEM FOR USE</p> <p align="center">BY COUNTY WEIGHTS AND MEASURE</p>			
<p>VENDOR:</p> <p>Pemberton Fabricators, Inc.</p> <p>30 Indel Avenue</p> <p>Rancocas, NJ 08073</p> <p>Robert M. Murrane, Jr., President</p> <p>609-267-0922</p> <p>609-261-2546 - Fax</p>			
<p>DESCRIPTION</p>		<p>ONE (1) TRAILER WITH PUMP OFF SYSTEM</p>	
<p>Delivery</p>		<p align="center">Included</p>	
<p>Variations</p>		<p>Tortflex Dual Axle was quoted as a Tortflex Single Axle</p>	
<p>Will you extend your prices to local government entities within the County</p>		<p align="center">YES</p>	
<p>Bid specifications sent to:</p>		<p>Deltex Prime Vendor</p>	
<p>Based upon the bids received, I recommend Pemberton Fabricators, Inc., be awarded the contract as the lowest, responsive, responsible bidder.</p>			
<p>Sincerely,</p>		<p>Kimberly Larer</p>	
<p>Purchasing</p>		<p></p>	

**RESOLUTION AUTHORIZING A CONTRACT WITH EZ DOCKS UNLIMITED,
FROM JUNE 7, 2017 TO JUNE 6, 2018 FOR \$41,164.88**

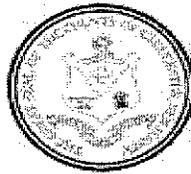
WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the purchase and installation of an ADA complaint "EZ Launch" System for Canoes and Kayaks at Scotland Run Park in Clayton, NJ; and

WHEREAS, after following proper public bidding procedure, it was determined upon opening of bids on May 11, 2017, that all bids received were over-budget; necessitating a negotiated agreement with EZ Docks Unlimited, 259A Route 36, Middletown, NJ 07748, for services as described in the bid specifications PD-017-026, in the amount of \$41,164.88 from June 7, 2017 to June 6, 2018; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$41,164.88, pursuant to CAF #17-04050, which amount, shall be charged against budget line item #T-03-08-509-372-20548.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to the award of a negotiated Contract with EZ Docks Unlimited., in the amount of \$41,164.88 for the purchase and installation of an ADA complaint "EZ Launch" System for Canoes and Kayaks at Scotland Run Park in Clayton, NJ, in accordance with and pursuant to the bid specifications promulgated by the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 7, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

E-1

**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
EZ DOCKS UNLIMITED**

THIS CONTRACT is made effective this 7th day of June, 2017, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **EZ DOCKS UNLIMITED**, with offices at 259A Route 36, Middletown, NJ 07748, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the purchase and installation of an ADA complaint "EZ Launch" System for Canoes and Kayaks at Scotland Run Park in Clayton, NJ, as set forth in **PD 017-026**; and

WHEREAS, Contractor represents that it is qualified to perform said services, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services upon the County issuing a Notice to Proceed, and shall complete all work within a reasonable period of time.
2. **COMPENSATION.** Contractor shall be compensated the total negotiated contract amount of **Forty One Thousand One Hundred Sixty Four Dollars and Eighty Eight Cents (\$41,164.88)**, for the purchase and installation of an ADA complaint "EZ Launch" System for Canoes and Kayaks at Scotland Run Park in Clayton, NJ, as outlined in bid specifications.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the bid specifications identified as **PD-017-026**, dated May 11, 2017 (hereinafter the “Bid Package”) (the Specifications and Bid Package are hereinafter collectively referred to as the “Bid Documents”), all of which are incorporated herein in their entirety, and made a part hereof by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of this Contract and the Specifications.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor’s commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor, or any of its subcontractors, agents, servants or employees, is required to maintain a license, or to maintain in force and effect any permits

issued by any governmental or quasi-governmental entity in order to perform the work, labor or services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of such current licenses and permits required to operate in the State of New Jersey, which said licenses and permits shall be in good standing, and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or permit held by Contractor, or any of its subcontractors, agents, servants or employees.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Documents, which are attached hereto, specifically referred to, and incorporated herein by reference.

B. If Contractor, or subcontractor where applicable, is required to be licensed in order to perform the work, labor or services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's, or subcontractor's where applicable, license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor, or subcontractor where applicable, shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor, or subcontractor where applicable, shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor, or subcontractor where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may

be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to the assignee or subcontractor shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor, or subcontractor where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's or subcontractor's services, or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's, or where applicable subcontractor's, failure to provide for the safety and protection of its employees, or from Contractor's or subcontractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the work, labor or services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, labor or services hereunder it shall employ such methods or means as will not cause any interruption or interference with the operations of the County, or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **ALTERNATIVE DISPUTE RESOLUTION AND PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills, and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is twenty (20) days prior to the second monthly meeting of the County's Board of Chosen Freeholders (hereinafter the "Bill Approval Meeting"). At each such Bill Approval Meeting, the County's Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld, and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et seq., be submitted to non-binding mediation.

If mediation is demanded for any dispute for which mediation is available, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation, or award process, or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.]

The County's Alternative Dispute Resolution procedure is, as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the Contract, or the breach thereof, shall be settled by mediation.

If a dispute between the County and Contractor arises during the course of the Contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments, pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) Five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute; or,
- (b) Thirty (30) days have passed after submission of the original written claim by the aggrieved party, and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have thirty (30) days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this Contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured, or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at a minimum: (a) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall

choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties, and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth (5th), and any lower ranked persons on each list, will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties, and the mediator; or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

15. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. CHANGES. This Contract may be modified by approved written change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract, and the contract terms, may be changed only by written change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey, and of any other entity having jurisdiction pertaining to the performance of Contractor's work, labor or services.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel, or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the Bid Documents, all of which are herein incorporated in their entirety, and made a part hereof by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Bid Package, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 7th day of June, 2017.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative, witnessed and its corporate seal, if applicable, affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

EZ DOCKS UNLIMITED

BY: _____
RICK HIBELL, MEMBER

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-04050

ORDER DATE: 05/16/17
REQUISITION NO: R7-04317
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg 1

**S
H
I
P
T
O**
GLOUC. CO P&R SCOTLAND RUN PRK
980 ACADEMY ST.
CLAYTON, NJ 08312
856-881-0845

**V
E
N
D
O
R**
EZ DOCKS UNLIMITED
259 A ROUTE 36
MIDDLETOWN, NJ 07748
VENDOR #: EZDOC010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	PURCHASE AND INSTALLATION OF ADA COMPLIANT EZLAUNCH SYSTEM FOR CANOES AND KAYAKS AS PER PD 017-026 ADA EZ LAUNCH SYSTEM - \$33,664.88 INSTALLATION - \$7,500.00 TOTAL: \$41,164.88	T-03-08-509-372-20548 Farmland Preservation	41,164.8800	41,164.88
			TOTAL	41,164.88

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE 'SHIP TO' ADDRESS</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Michael W. Butcher</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

<p>PD-017-026 Bid Opening 05/11/17 at 10:00 a.m. SPECIFICATIONS AND PROPOSAL FOR PURCHASE AND INSTALLATION OF AN ADA COMPLIANT "EZ LAUNCH" SYSTEM FOR CANOEES AND KAYAKS (OR APPROVED EQUAL) LOCATED AT SCOTLAND RUN PARK IN CLAYTON, NJ</p>				
	<p>VENDOR: EZ Docks Unlimited 259A Route 36 Middletown, NJ 07748 Rick Hibell, Member 732-690-4881 732-787-9449 - Fax EzDocksales@gmail.com</p>	<p>VENDOR: Walters Marine Construction, Inc. 414 Woodbine-Ocean View Road Ocean View, NJ 08230 David E. Southard, Secretary 609-624-8702 609-624-8703 - Fax dave@waltersmarineconstruction.com</p>	<p>VENDOR: JPC Group, Inc. 228 Blackwood-Barnsboro Road Blackwood, NJ 08012 Joseph Petrongolo, President 856-232-0400 856-232-1243 - Fax joep2@jpcgroupinc.com</p>	
	DESCRIPTION			
	Purchase of ADA Compliant EZ Launch System	\$33,664.88	\$31,000.00	\$55,000.00
	Installation of ADA Compliant EZ Launch System	\$7,500.00	\$16,000.00	\$43,500.00
	Grand Total	\$41,164.88	\$47,000.00	\$98,500.00
	Variations	None	Poly Dock/Shore Master	None
	Will you extend your prices to local government entities within the County	NO	NO	YES
	Bid specifications sent to:	Prime Vendor Bid Ocean	Construct Connect Delfek	
	Based upon the bids received, I recommend EZ Docks Unlimited be awarded the contract as the lowest, responsive, responsible bidder.			
			Sincerely,	
			Kimberly Larter	
			Purchasing	

**RESOLUTION AUTHORIZING A CONTRACT WITH EZ DOCKS UNLIMITED,
FROM JUNE 7, 2017 TO JUNE 6, 2018 FOR \$46,504.55**

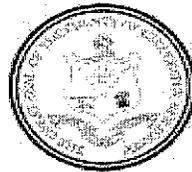
WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the purchase and installation of an ADA complaint "EZ Dock" Platform System at Scotland Run Park in Clayton, NJ; and

WHEREAS, after following proper public bidding procedure, it was determined upon opening of bids on May 18, 2017, that all bids received were over-budget; necessitating a negotiated agreement with EZ Docks Unlimited, 259A Route 36, Middletown, NJ 07748, for services as described in the bid specifications PD-017-029, in the amount of \$46,504.55 from June 7, 2017 to June 6, 2018; and

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the amount of \$46,504.55, pursuant to CAF #17-04293, which amount, shall be charged against budget line item #T-03-08-509-372-20548.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board is authorized to attest to the award of a negotiated Contract with EZ Docks Unlimited., in the amount of \$46,504.55 for the purchase and installation of an ADA complaint "EZ Dock" Platform System at Scotland Run Park in Clayton, NJ, in accordance with and pursuant to the bid specifications promulgated by the County.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 7, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD



**CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
EZ DOCKS UNLIMITED**

THIS CONTRACT is made effective this 7th day of June, 2017, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "**County**", and **EZ DOCKS UNLIMITED**, with offices at 259A Route 36, Middletown, NJ 07748, hereinafter referred to as "**Contractor**".

RECITALS

WHEREAS, there exists a need for the County to contract for the purchase and installation of an ADA complaint "EZ Dock" Platform System at Scotland Run Park in Clayton, NJ, as set forth in **PD 017-029**; and

WHEREAS, Contractor represents that it is qualified to perform said services, and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **COMMENCEMENT OF SERVICES.** Contractor shall commence services upon the County issuing a Notice to Proceed, and shall complete all work within a reasonable period of time.
2. **COMPENSATION.** Contractor shall be compensated the total negotiated contract amount of **Forty Six Thousand Five Hundred and Four Dollars and Fifty Five Cents (\$46,504.55)**, for the purchase and installation of an ADA complaint "EZ Dock" Platform System at Scotland Run Park in Clayton, NJ, outlined in bid specifications.

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

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

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in the bid specifications identified as **PD-017-029**, dated May 18, 2017 (hereinafter the "Bid Package") (the Specifications and Bid Package are hereinafter collectively referred to as the "Bid Documents"), all of which are incorporated herein in their entirety, and made a part hereof by reference.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of this Contract and the Specifications.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Contractor, or any of its subcontractors, agents, servants or employees, is required to maintain a license, or to maintain in force and effect any permits

issued by any governmental or quasi-governmental entity in order to perform the work, labor or services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of such current licenses and permits required to operate in the State of New Jersey, which said licenses and permits shall be in good standing, and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or permit held by Contractor, or any of its subcontractors, agents, servants or employees.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Documents, which are attached hereto, specifically referred to, and incorporated herein by reference.

B. If Contractor, or subcontractor where applicable, is required to be licensed in order to perform the work, labor or services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's, or subcontractor's where applicable, license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor, or subcontractor where applicable, shall fail to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor, or subcontractor where applicable, shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor, or subcontractor where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may

be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to the assignee or subcontractor shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor, or subcontractor where applicable, shall be responsible for, shall keep, save and hold the County harmless from, and shall indemnify and shall defend the County against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's or subcontractor's services, or to any other persons, or from any damage to any property sustained in connection with this Contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's, or where applicable subcontractor's, failure to provide for the safety and protection of its employees, or from Contractor's or subcontractor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Contractor's liability under this agreement shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the work, labor or services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with carriers deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, labor or services hereunder it shall employ such methods or means as will not cause any interruption or interference with the operations of the County, or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

14. **ALTERNATIVE DISPUTE RESOLUTION AND PROCEDURE FOR PAYMENT OF BILLS.** The Contractor shall bill on a monthly basis for work performed pursuant to this Contract, including interim bills, final bills, and bills for the release of retainage.

The Contractor shall submit its bill only on the County's periodic billing date.

The periodic billing date for such bills shall be that date which is twenty (20) days prior to the second monthly meeting of the County's Board of Chosen Freeholders (hereinafter the "Bill Approval Meeting"). At each such Bill Approval Meeting, the County's Board of Freeholders shall approve and certify the submitted bills, and direct that payment be made within ten (10) days of such meeting date.

All bills received for a particular billing cycle shall be deemed to have been received on the billing date.

The County shall examine the bills submitted on the periodic billing date prior to the Bill Approval Meeting. In the event that the County shall determine that all or some portion of the payment should be withheld, the County shall notify the Contractor in writing of the amount withheld, and of their reasons for withholding payment.

The balance of the bill will be presented for payment at the Bill Approval Meeting.

Either party to this Contract may demand that a dispute concerning whether a party has failed to make payments pursuant to the provisions of N.J.S.A. 2A:30A-1 et seq., be submitted to non-binding mediation.

If mediation is demanded for any dispute for which mediation is available, it shall be demanded consistent with the County's provisions concerning Alternative Dispute Resolution for contracts to which N.J.S.A. 40A:11-50 is applicable. [Note: Alternative Dispute Resolution shall not be available with regard to disputes concerning the bid solicitation, or award process, or the formation of contracts or subcontracts entered into pursuant to the New Jersey Local Public Contracts Law, N.J.S.A. 40A:11-1, et seq.]

The County's Alternative Dispute Resolution procedure is, as follows:

- A. **Controversies and Claims Subject to Mediation.** Any controversy or claim arising out of or related to the Contract, or the breach thereof, shall be settled by mediation.

If a dispute between the County and Contractor arises during the course of the Contract, the parties will make a good faith effort to resolve the dispute through non-binding mediation.

- B. **Contract Performance Pending Mediation.** During mediation proceedings, Contractor shall continue to perform, and County shall continue to make payments, pursuant to the terms of the Contract.

- C. **When Mediation May be Demanded.** Prior to either party demanding mediation, the aggrieved party shall attempt to resolve the problem directly with the other party. The aggrieved party shall submit a written notice of dispute to the other party. The other party shall respond in writing.

Demand for mediation of any claim shall not be made until the earlier of the following:

- (a) Five (5) business days after the other party has provided its written response to the aggrieved party's notice of dispute; or,
- (b) Thirty (30) days have passed after submission of the original written claim by the aggrieved party, and the other party has not responded.

If the written response from the other party does not resolve the dispute, the aggrieved party shall have thirty (30) days from the delivery of the other party's response to file a demand for mediation. If the aggrieved party fails to do so, it shall be deemed to have waived its right pursuant to this Contract to demand Alternative Dispute Resolution.

A party who files a "Notice of Demand for Mediation" must assert in the demand all claims then known to that party for which mediation may be demanded. If a party fails to include a claim because of excusable neglect, or when a claim has matured, or been acquired subsequently, the mediator or mediators may permit amendments.

- D. **Procedure to Request Mediation.** Either party may demand mediation by written notice to the other party. The written notice shall contain at a minimum: (a) a brief statement of the nature of the dispute, and (b) the name, address and the phone number of that party's designated representative for purposes of mediation.

The other party shall designate its representative for mediation in writing no later than five (5) business days after receipt of the demand for mediation.

The respective designees shall thereupon promptly, and with due regard for the need for timely action, choose a mediator. If the parties cannot agree on a mediator, they shall

choose a reputable mediation firm.

Any mediation firm so chosen shall present a list of at least five (5) proposed mediators to the parties, and shall provide the parties with a summary of each person's qualifications to serve as mediator. Each party shall rank the proposed mediators in order of preference.

The fifth (5th), and any lower ranked persons on each list, will be excluded from further consideration.

The chosen mediator shall be the remaining person who is the combined highest ranking mediator on both preference lists, after deleting all excluded persons.

In the event of a tie, the mediator shall be chosen by lot.

- E. Procedures at Mediation.** The mediation shall be conducted in such reasonable and efficient manner as may be agreed between the parties, and the mediator; or, if the parties cannot agree, as may be determined by the mediator.

The parties will not be bound by the Rules of Evidence in presenting their positions before the mediator.

- F. Cost of Mediation.** Each party will bear its own cost of participation in the mediation. The mediator's fee will be divided equally between the parties.

- G. Failure of Mediation.** If a good faith effort to resolve the dispute through mediation is unsuccessful, either party may terminate the mediation by written notice to the mediator and to the other party. Thereafter, either party may submit the dispute to the Superior Court of New Jersey, Gloucester County, for adjudication, which court shall have exclusive original jurisdiction over the dispute.

15. PARTIAL INVALIDITY. In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. CHANGES. This Contract may be modified by approved written change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the Contract sum shall be adjusted accordingly. This Contract, and the contract terms, may be changed only by written change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. NOTICES. Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **COMPLIANCE WITH APPLICABLE LAW.** Contractor shall at all times during the course of the effective period of this Contract comply with and be subject to all applicable laws, rules and regulations of the State of New Jersey, and of any other entity having jurisdiction pertaining to the performance of Contractor's work, labor or services.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an agent of the County.

20. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel, or upon prior approval of the County.

21. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.

22. **CONTRACT PARTS.** This Contract consists of this Contract document, and the Bid Documents, all of which are herein incorporated in their entirety, and made a part hereof by reference. Should there occur a conflict between this form of Contract and the Specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the Specifications and the Bid Package, then this Contract and the Specifications shall prevail.

THIS CONTRACT is effective as of this 7th day of June, 2017.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative, witnessed and its corporate seal, if applicable, affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS, CLERK

BY: _____
ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

EZ DOCKS UNLIMITED

BY: _____
RICK HIBELL, MEMBER

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-04293

ORDER DATE: 05/23/17
REQUISITION NO: R7-04666
DELIVERY DATE:
STATE CONTRACT: PD-17-029
ACCOUNT NUM:

Pg 1

**S
H
I
P
T
O**

GLOUC. CO P&R SCOTLAND RUN PRK
980 ACADEMY ST.
CLAYTON, NJ 08312
856-881-0845

**V
E
N
D
O
R**

EZ DOCKS UNLIMITED
259 A ROUTE 36
MIDDLETOWN, NJ 07748

VENDOR #: EZDOC010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	PURCHASE AND INSTALLATION OF AN ADA COMPLIANT "EZ DOCK" PLATFORM SYSTEM LOCATED AT SCOTLAND RUN PARK IN CLAYTON, NJ. \$39,004.55 - PURCHASE \$ 7,500.00 - INSTALLATION \$46,504.55 - TOTAL	T-03-08-509-372-20548 Farmland Preservation	46,504.5500	46,504.55
			TOTAL	46,504.55

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p><i>Tracey R. Henderson</i> TREASURER / CFO</p> <p><i>[Signature]</i> PURCHASING DIRECTOR</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

<p>PD-017-029 Bid Opening 05/18/17 at 10:00 a.m. SPECIFICATIONS AND PROPOSAL FOR PURCHASE AND INSTALLATION OF AN ADA COMPLIANT "EZ DOCK" PLATFORM SYSTEM (OR APPROVED EQUAL LOCATED AT SCOTLAND RUN PARK IN CLAYTON, NJ</p>			
<p>VENDOR: EZ Docks Unlimited 259A Route 36 Middletown, NJ 07748 Rick Hibell, Member 732-690-4881 732-787-9449 - Fax EzDocksales@gmail.com</p>			
<p>DESCRIPTION</p>			
<p>Purchase of ADA Compliant EZ Dock Pier (or equal)</p>		<p>\$39,004.55</p>	
<p>Installation of ADA Compliant EZ Dock Pier (or equal)</p>		<p>\$7,500.00</p>	
<p>Grand Total</p>		<p>\$46,504.55</p>	
<p>Variations</p>		<p>None</p>	
<p>Will you extend your prices to local government entities within the County</p>		<p>NO</p>	
<p>Bid specifications sent to:</p>		<p>Prime Vendor Deltek ConstructConnect</p>	
<p>Based upon the bids received, I recommend EZ Docks Unlimited be awarded the contract as the lowest, responsive, responsible bidder.</p>			<p>Sincerely, Kimberly Larfer Purchasing</p>

F-1

RESOLUTION AUTHORIZING AN AMENDMENT TO CONTRACT TO REFLECT CHANGE OF COMPANY NAME

WHEREAS, the County of Gloucester entered into a contract with ACS Enterprise Solutions, Inc. (a Xerox Company) for the supplies, services and maintenance for the County Clerk's Land Records Imaging System, New Jersey State Records Committee Certified System; and

WHEREAS, the contract was approved on January 20, 2015, in an amount not to exceed \$300,000.00, from January 1, 2016 to December 31, 2020; and

WHEREAS, the County of Gloucester received correspondence from the Conduent Account Team stating the company, ACS Enterprise Solutions, Inc., is now known as Conduent Inc., also known as Conduent Enterprise Solutions, LLC; and

WHEREAS, it is necessary to execute to name change of ACS Enterprise Solutions, Inc. to Conduent, Inc., also known as Conduent Enterprise Solutions, LLC; and

WHEREAS, all other terms and provisions of the original contract that have not been amended herein shall remain in full force and effect.

WHEREAS, payment for services to Conduent Inc., also known as Conduent Enterprise Solutions, LLC will be withheld until after the execution of this resolution.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the amendment to contract with ACS Enterprise Solutions, Inc., now known as Conduent, Inc., also known as Conduent Enterprise Solutions, LLC; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the County of Gloucester hereby acknowledges that ACS Enterprise, Inc. will be now known as Conduent Inc., also known as Conduent Enterprise Solutions, LLC and all other terms and provision of the original contract that have not been amended herein shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on June 7, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

F-1

**AUTHORIZATION OF NAME CHANGE
BETWEEN
ACS ENTERPRISE SOLUTIONS, INC.
AND THE
COUNTY OF GLOUCESTER**

THIS is an amendment to a contract entered into on the 20TH day of January, 2016, by and between **ACS Enterprise Solutions, Inc.** with offices at P.O. Box 4889, Syracuse, New York 13221, hereinafter referred to as “**Vendor**”, and the **County of Gloucester**, hereinafter referred to as “**County**”.

In further consideration for the mutual promises made by and between Vendor and County in the above-described contract, Vendor and County hereby agree to amend the contract as follows:

The Contract entered into with ACS Enterprise Solutions, Inc. shall now reflect the company name as Conduent Inc., also known as Conduent Enterprise Solutions, LLC.

Conduent Inc., also known as Conduent Enterprise Solutions, LLC agrees to be bound by the same contract and provisions of the contract entered into by the County of Gloucester with ACS Enterprise Solutions, Inc. on January 20, 2016.

All other terms and provisions of the contract and conditions set forth therein that are consistent with this amendment and State requirements, shall remain in full force and effect.

THIS AUTHORIZATION is effective as of the 7th day of June, 2017.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**ACS ENTERPRISE SOLUTIONS, INC.
now known as
CONDUENT INC., also known as
CONDUENT ENTERPRISE SOLUTIONS, LLC**

**By:
Title:**



April, 2017

Re: Name Change of Xerox Government Systems, LLC

To Our Valued Customer,

In January, Conduent Incorporated officially separated from Xerox to become an independent, publicly traded company to enable greater focus on being the leading business process services company.

As an independent company, we are better positioned to meet your needs in a rapidly changing world. We have the focus and agility necessary to respond to the demands of the market and to continue to create value for your operations.

In order to build our new Conduent brand and create consistency across our business we are transitioning the names by which we do business from their legacy names to a more descriptive name that includes "Conduent".

Xerox Government Systems, LLC has changed its name to Conduent Government Systems, LLC. The name change will not affect the contract between Conduent and its customers. Conduent Government Systems, LLC remains the same entity after the name change – the same employees, the same tax identification number, the same rights and obligations under its contracts and the same dedication to its clients.

You will notice the change in name on our invoices issued beginning April 1st. We've enclosed an updated W-9 to assist you in processing our invoice. Please note that payment remittance instructions have not changed at this time with the exception of the bank account beneficiary name. See attached payment instructions and update your records accordingly.

Although we have notified the IRS of the name change, it typically takes the IRS 6 to 8 weeks to update their system. So, if you access the IRS's online TIN matching site before early June 2017, you likely will not be able to successfully match the new name with the existing TIN. As such, please allow adequate time for the IRS system update.

We never lose sight of the value of your business and our relationship, and we want to reiterate our commitment to provide you with best-in-class solutions and services. Please contact your program manager with any questions.

Sincerely,

Your Conduent Account Team

**Request for Taxpayer
 Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
CONDUENT INCORPORATED

2 Business name/disregarded entity name, if different from above
CONDUENT GOVERNMENT SYSTEMS, LLC (TIN 23-2154345)

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
 Individual/sole proprietor or single-member LLC
 C Corporation S Corporation Partnership Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____
 Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
 Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) 5
 Exemption from FATCA reporting code (if any) D
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. BOX 201322

6 City, state, and ZIP code
DALLAS, TX 75320-1322

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number

			-						
--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

8	1	-	2	9	8	3	6	2	3
---	---	---	---	---	---	---	---	---	---

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ *Dorina Reeves* Date ▶ **3/31/17**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
- Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: CONDUENT INCORPORATED
Trade Name:
Address: 2828 N HASKELL AVE-FLOOR 11
DALLAS, TX 75204
Certificate Number: 2127637
Effective Date: April 11, 2017
Date of Issuance: May 25, 2017

For Office Use Only:
20170525153403909

RESOLUTION AUTHORIZING AMENDMENT TO THE STOP VIOLENCE AGAINST WOMEN ACT (VAWA 37-15) GRANT, TO INCREASE THE IN-KIND MATCH BY \$6,396.00

WHEREAS, by Resolution adopted on October 19, 2016 the Board of Chosen Freeholders of the County of Gloucester authorized a grant application to the NJ Division of Criminal Justice for the Stop Violence Against Women Act (VAWA 37-15) Grant for grant period July 1, 2016 to June 30, 2017; and

WHEREAS, the grant funds requested were in the amount of \$22,732.00, with an in-kind match of \$7,577.00 (funds from the Prosecutor's budget), for a total amount of \$30,309.00; and

WHEREAS, an increase in the in-kind match of \$6,396.00 is necessary due to a change in VAWA program guidelines and regulations, resulting in an amendment to the grant amount to increase the in-kind match to \$13,973.00, for a total amount of \$36,705.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. The amendment to the Stop Violence Against Women Act (VAWA 37-15) Grant to increase the in-kind match by \$6,396.00, resulting in the total amount of \$36,705.00 is hereby authorized and approved; and,
2. The Freeholder Director is hereby authorized and directed to execute, and the Clerk of the Board is authorized to attest to, any documents necessary to effectuate said application and/or amendment; and,
3. All terms and provisions of the original grant that are not amended herein shall remain in full force and effect.

ADOPTED, at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 6, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

STATE OF NEW JERSEY
DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE



**FY15 STOP VIOLENCE AGAINST WOMEN (VAWA)
GRANT PROGRAM**

APPLICATION AUTHORIZATION

Authorization to submit a grant application to the Department of Law and Public Safety, Division of Criminal Justice ("Division") for a project entitled:

County Office of Victim Witness Advocacy – DV Advocate

for a federal subaward in the approximate amount of \$ 22,732, with the Applicant providing a match of \$ 13,973 (if applicable), for an approximate total project cost of \$ 36,705.

This application consists of the following attachments for all applicants:

- Application Overview
- Agency Information Form
- Project Proposal
- Budget Detail Form
- Budget Narrative
- Sources of Funds Form
- Application Authorization
- Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- Department of Law & Public Safety Debarment and Suspension Certification
- Federal Single Audit Requirements Certification
- Proof of Compliance Federal Single Audit Requirements
- Accounting System and Financial Capability Questionnaire
- Indirect Cost Rate Fact Sheet

For nonprofit applicants, this application consists of the following additional attachments:

- Proof of Nonprofit Status
- New Jersey Charitable Registration
- Applicable Licenses, Certifications, and Permits
- Applicable List of Officers/Directors/Trustees

The undersigned understands that the Division will rely upon the following statements to provide these subgrant funds:

1. The Project Director has reviewed the contents of the application, believes it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.
2. The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Applicant's legal counsel as considered appropriate or necessary, and will be responsible for undertaking the programs and activities described in the application.
3. The duly Authorized Official of the Applicant will ensure that the Applicant will use these subaward funds to carry out the project and activities specifically described in the application.
4. The duly Authorized Official of the Applicant is responsible for authorizing expenditures and disbursements of subaward funds.
5. The duly Authorized Official of the Applicant will ensure that the Applicant complies with all federal, state and municipal laws, statutes, regulations, circulars, policies, or codes regarding the use of these subaward funds.
6. The duly Authorized Official of the Applicant and the Project Director acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §1001.
7. The duly Authorized Official of the Applicant and the Project Director acknowledge that Office of Justice Program (OJP) grants, including certifications provided in connection with such grants, are subject to review by OJP and/or by the Department of Justice's Office of the Inspector General.
8. The duly Authorized Official of the Applicant and the Project Director certify that the foregoing statements are true, and that if any of the foregoing statements made are willfully false, we will be subject to punishment.

As the duly Authorized Official of the Applicant and as the Project Director, we hereby certify that the Applicant will comply with the above-referenced provisions.

County of Gloucester

Applicant

Date

Signature of Authorized Official

Robert M. Damminger, Freeholder Director

Printed Name/Title of Authorized Official

Signature of Project Director

Kris Gallagher, Victim Witness Coordinator

Printed Name/Title of Project Director

[FY15 VAWA APP 4/2016]

**U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The applicant certifies that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) 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;
- (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) 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 (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
- (1) Abide by the terms of the statement; and
 - (2) 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;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
- (1) 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
 - (2) 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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

County of Gloucester
Applicant Name

5/10/17
Date

Tracey N. Giordano
Authorized Representative (printed name)

Tracey N. Giordano
Authorized Representative (signature)

RESOLUTION AUTHORIZING A GRANT APPLICATION TO THE NJ DIVISION OF CRIMINAL JUSTICE FOR THE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) - MEGAN'S LAW AND LOCAL LAW ENFORCEMENT ASSISTANCE PROGRAM #JAG 1-8-16 FOR \$7,688.00 FROM JUNE 1, 2017 TO MAY 31, 2018

WHEREAS, the Office of the Gloucester County Prosecutor seeks to submit a grant application to the NJ Division of Criminal Justice for the Edward Byrne Memorial Justice Assistance Grant (JAG) - Megan's Law and Local Law Enforcement Assistance Program #JAG 1-8-16 , for grant funds which will be used to implement the requirements of Megan's Law to provide community notification to law enforcement, schools, community organizations and neighbors of moderate and high-risk sexual offenders living and/or working in Gloucester County; and

WHEREAS, the County Prosecutor's Office reviewed all data supplied or to be supplied in the application and in its attachments, and certifies to the Board of Chosen Freeholders of the County of Gloucester that all data contained in the application and in its attachments is true and correct and that it has submitted the grant application to the County Treasurer's Office for review, and the Treasurer has approved said application; and

WHEREAS, the Board of Chosen Freeholders of the County of Gloucester understands and agrees that any grant received as a result of the application will be subject to the grant conditions and other policies, regulations and rules issued by the granting authority for the administration of grant projects; and

WHEREAS, the total amount of grant funds to be requested is \$7,688.00 for the grant period from June 1, 2017 to May 31, 2018.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the grant application with the NJ Division of Criminal Justice for the Edward Byrne Memorial Justice Assistance Grant (JAG) - Megan's Law and Local Law Enforcement Assistance Program #JAG 1-8-16 for \$7,688.00, for the grant period from June 1, 2017 to May 31, 2018 is hereby authorized, and that the Freeholder Director or his designee is authorized to execute any documents necessary relative to said grant; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby confirms that the County shall comply with all applicable regulations of the granting authority as referred to above, and shall provide any necessary assurances as may be required, and that the County Prosecutor's Office is designated with the responsibility for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 7, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

GRANT REQUEST FORM

F3

DATE: 5/5/17

- 1. TYPE OF GRANT
 NEW GRANT RENEWAL 1-8-16
- 2. GRANT TITLE Edward Byrne Memorial Justice Assistance Grant (JAG) – Megan's Law
- 3. GRANT TERM: FROM: 6/1/17 TO: 5/31/18
- 4. DATE APPLICATION DUE TO GRANTOR: 6/1/17
- 5. CFDA NUMBER: _____
- 6. STATE GRANT NUMBER: JAG-1-8-16
- 7. COUNTY DEPARTMENT: Prosecutor's Office
- 8. DEPT. CONTRACT PERSON & PHONE NO. Patti Reid /384/5532
- 9. NAME OF FUNDING AGENCY: NJ Division of Criminal Justice

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Funds are used to implement the requirements of Megan's Law, which provides community notification to law enforcement, schools, community organizations and neighbors of moderate and high risk sexual offenders living and/or working in Gloucester County. Funds are used to purchase equipment and/or supplies that would otherwise be purchased with operating funds.

11. DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes

12. INDIRECT COST (IC) RATE %

13. IC CHARGED TO GRANT : \$ _____

14. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>7.688</u>	
CASH MATCH	\$ _____	
IN-KIND MATCH (Attached Documentation)	\$ _____	(Attach Documentation)

TOTAL PROGRAM BUDGET \$ 7,688

15. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ _____

TOTAL OTHER EXPENSES (b): \$ 7,688

TOTAL FRINGE (c): \$ _____

TOTAL PROGRAM COST (d): \$ 7,688

TOTAL GRANT FUNDING (e): \$ 7,688

TOTAL COUNTY FUNDING (f): \$ _____

DEPT. HEAD: 
Sean F. Dalton, Prosecutor Signature

DATE: 5/5/17

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE ACT GRANT (JAG)
APPLICATION CHECK LIST**

APPLICANT: County of Gloucester

INSTRUCTIONS: The Application Check List is a guide to file a complete application.
Return one (1) original (with original signatures) and two (2) copies of the
completed application.

Application Content and Form Documents to be Completed and Returned:

- Applicant Information Form – Form Included
- Project Proposal
 - ***Problem Statement/Needs Assessment*** – Provided by Applicant
 - ***Goals, Objectives and Work Plan (Action Strategy)*** – Provided by Applicant
 - ***Partnership, Collaboration or Coordination of Services*** – Provided by Applicant
 - ***Project Management and Staff*** – Provided by Applicant
 - ***Data Collection/Performance Measures/Evaluation*** – Provided by Applicant
- Budget Detail Form – Form Included
- Budget Narrative (describing each category of the budget listed on Budget Detail Form) – Provided by Applicant
- Sources of Funds – Form Included
- Application Authorization – Form Included
- Accounting System and Financial Capability Questionnaire – Form Included
- Federal Single Audit Requirements Certification – Form Included
- Proof of Compliance Federal Single Audit Requirements – Provided by Applicant
- Indirect Cost Rate Fact Sheet – Form Included
- Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements – Form Included
- Department of Law & Public Safety Debarment and Suspension Certification – Form Included

Additional forms provided by nonprofit applicants:

- Proof of Nonprofit status – Provided by Applicant
- New Jersey Charitable Registration – Provided by Applicant
- Applicable Licenses, Certifications and Permits – Provided by Applicant
- Form 990-Income Tax Return – Provided by Applicant
- List of Officers/Directors/Trustees – Provided by Applicant
- Mandatory Waiver from Local Units of Government – Sample Form Included

**NOTE: ONLY COMPLETE APPLICATIONS CAN BE PROCESSED.
ABOVE ITEMS MUST BE SUBMITTED WITH THE APPLICATION**

**MEGAN'S LAW -- JAG-1-8-16
BUDGET NARRATIVE**

Purchase of Services

653 Data Processing Software **\$5,400**

Annual license renewal/upgrade for ArcGIS (Arcview) (\$400) software used for the data entry and mapping of Megan's Law Registrants. This software helps to determine who needs to receive notification of the registrant based on the statutory requirements. Annual license renewal/upgrade for the following forensic software utilized by our High Tech Crimes Unit to extract data from the various electronic devices for evidentiary purposes in the prosecution of sexual offender cases. Encase (\$675) Magnet Forensics (\$925) Cellebrite (\$3,400)

Consumable Supplies, Postage, Printing, etc.

410 Office Supplies **\$550**

To purchase USB thumb drives in sizes 16GB, 32GB, 64GB and 128GB that will be utilized for evidentiary use when files are bigger than CD/DVD capacity and should remain together as part of our original investigative file when extracting evidence from media devices. (\$200). To purchase ink cartridges for the multi-function machine utilized by Megan's Law personnel for faxes, pictures and documents and photo paper. (\$350)

419 Postage **\$1,637**

Postage for the mailing out of Megan's Law notifications to the community. Regular mail documents now cost \$.485 each and we will be able to mail approximately 2,657 regular mailings with these funds. Notifications are sent out for new registrants and when registrants move.

Travel, Transportation, Subsistence

Mileage **\$101**

Travel to Trenton to the Richard Hughes Justice Complex for Megan's Law Liaisons Meetings four times a year.

STATE OF NEW JERSEY
DIVISION OF CRIMINAL JUSTICE
DEPARTMENT OF LAW AND PUBLIC SAFETY

**FY 16 EDWARD BYRNE MEMORIAL
JUSTICE ASSISTANCE GRANT (JAG) PROGRAM**



**APPLICATION DOCUMENTS
TO BE COMPLETED
AND RETURNED**



December 2016

Applicant Information Form

JAG Program

Project Duration Period (when to when): 06/01/17 – 05/31/18		Grant No.:JAG 1-8-16
Official Name of Applicant Agency: County of Gloucester		
Address: 2 South Broad Street		
City/State: Woodbury, NJ	Zip Code + 4: 08096-4604	Gloucester
Implementing Agency (if different than applicant):		
Agency Website:	Fiscal Year Start Date: 1/1/17	Federal ID Number: 216000660
Charitable Registration Number (if non profit & not exempt):		
Have there been any findings filed against the agency in regard to its charitable status? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please explain on a separate sheet.		

Name and Title of Chief Executive/Agency Director: Robert M. Damminger, Freeholder Director			
Street Address, City, State, Zip Code + 4 (if different from above): 2 South Broad Street, Woodbury, NJ 08096			
Telephone:856-853-3395	Ext.	Email: rdamminger@co.gloucester.nj.us	Fax: 856-853-3495

Name and Title of Project Director: Katherine Mika, Assistant Prosecutor			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623 Woodbury, NJ 08096-4604			
Telephone:856-384-5570	Ext.	Email: kmika@co.gloucester.nj.us	Fax: 856-384-8625

Name and Title of Contact Person: Patti Reid, Office Manager			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, P.O. Box 623 Woodbury, NJ 08096			
Telephone: 856-384-5532	Ext.	Email: preid@co.gloucester.nj.us	Fax: 856-384-8624

Name and Title of Chief Financial Officer: Tracey Giordano, Treasurer			
Street Address, City, State, Zip Code + 4 (if different from above): 2 South Broad Street, Woodbury, NJ 08096			
Telephone: 856-853-3352	Ext.	Email: tgiordano@co.gloucester.nj.us	Fax: 856-251-6778

Name and Title of PMT Contact Person: Patti Reid, Office Manager			
Street Address, City, State, Zip Code + 4 (if different from above): 70 Hunter Street, Woodbury, NJ 08096			

Telephone: 856-384-5532	Ext.	Email: preid@co.gloucester.nj.us	Fax: 856-384-8624
--------------------------------	-------------	--	--------------------------

PROBLEM STATEMENT

Presently Gloucester County has 427 registered sex offenders, with an average of 50 new registered offenders every year. We had an actual number of 59 new registrants in 2016. Every time an offender changes his/her address they must re-register with their local police department. If they are a tier two or three offender and change his/her address a court hearing is held to determine the scope of new notifications needed and then new notification must be mailed by regular and/or certified mail.

In addition, offenders who were found to be repetitive and compulsive and/or served their sentence at the Adult Diagnostic and Treatment Center in Avenel must re-register every 90 days. All other offenders are required to register annually. The process of tiering and community notification of sexual offenders is ongoing and continuous.

Legal challenges and modifications in the Attorney General's Guidelines have resulted in the ever-increasing volume of paperwork generated in the Megan's Law notification process. The entire tiering and notification process requires substantial expenditures for stationary, postage and other supplies.

PROJECT DESCRIPTION

Funding provided under the Megan's Law Local Law Enforcement Assistance Program will provide funding to further our ability to carry out our Megan's Law statutory requirements. Funds will be utilized for the annual license fee for software used for the mapping of Megan's Law registrants. Funds will also be utilized for the supplies needed to make the appropriate notifications, including paper, postage, postage machine supplies, USB flash drives for evidentiary storage of files and other general office supplies. .

PROJECT GOAL(S) OBJECTIVES AND ACTION STRATEGY

The goal of the Megan's Law Unit is to prosecute sex offenders to the fullest extent of the law. In addition, this Unit provides community notification regarding offender's residence to enable the public to take appropriate precautions to protect themselves and those in their care from possible harm.

-Provide notification to law enforcement agencies likely to encounter offenders in all Tier One, Two and Three categories.

- Provide notifications to schools (public and private) likely to encounter offenders in all Tier Two and Three categories. Notification will include a recent photograph, physical description, offense for which s/he was convicted, address, place of employment and/or schooling and license plate.
- Provide notifications to organizations in the community, including religious and youth organizations likely to encounter offenders in all Tier Two and Three categories.
- Provide notifications to individuals residing within a half mile radius of the offender's domicile in all Tier Three categories.
- Assist other agencies in ensuring that all offenders re-register when moving to/from communities within Gloucester County.
- Attend court hearings for Tier Two and Three offenders that change his/her address to determine the scope of new notification needed. Ensure that the proper notifications are made.

PROJECT MANAGEMENT AND STAFF

The staff presently associated with the Megan's Law Unit are as follows:

County Prosecutor: Prosecutor S. Dalton is responsible for the prosecution of all Superior Court criminal cases in the County of Gloucester, including Megan's Law offenses.

Chief of Trial Section: Paul Colangelo, Chief of Trial Section supervises office Trial Attorneys, including the attorney responsible for the prosecution of Megan's Law offenses.

Assistant Prosecutor: Assistant Prosecutor Kate Mika is responsible for the prosecution of Megan's Law offenses in Gloucester County.

Paralegal Specialist: Michelle Sturgis is responsible for entering offenders into the Arcview database, sending out notifications, contacting other municipalities and all other clerical duties of the Megan's Law Unit.

DATA COLLECTION/PERFORMANCE MEASURES/EVALUATION

The tiering and notification process of Megan's Law Offenders is set by statute. Data regarding mapping and notifications of Megan's Law registrants is collected in the Arcview software and can be analyzed.

STATE OF NEW JERSEY

DEPARTMENT OF LAW AND PUBLIC SAFETY
DIVISION OF CRIMINAL JUSTICE

APPLICATION AUTHORIZATION

Authorization to submit a grant application to the Department of Law and Public Safety, Division of Criminal Justice ("Division") for a project entitled:

Megan's Law and Local Law Enforcement Assistance Program

for a federal subaward in the approximate amount of \$ 7,688, with the Subrecipient providing a match of \$ 0 (if applicable), for an approximate total project cost of \$ 7,688.

This application consists of the following additional attachments for all applicants:

- Applicant Information Form
- Project Proposal
- Budget Detail Form
- Budget Narrative
- Sources of Funds Form
- Accounting System and Financial Capability Questionnaire
- Federal Single Audit Requirements Certification
- Proof of Compliance with Federal Single Audit Requirements
- Indirect Cost Rate Fact Sheet
- Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements
- Department of Law & Public Safety Debarment and Suspension Certification

The undersigned understands that the Division will rely upon the following statements to provide these subaward funds:

1. The Project Director has reviewed the contents of the application, believes it is accurate, and certifies that the factual statements and data set forth in the application and attachments are true to the best of his or her knowledge and belief.
2. The Project Director has reviewed and is familiar with all statutory and regulatory requirements regarding the use of the funds being provided to undertake grant programs and activities; has sought and obtained legal advice from the Applicant's legal counsel as considered appropriate or necessary, and will be responsible for undertaking the programs and activities described in the application.
3. The duly Authorized Official of the Applicant will ensure that the Applicant will use these subaward funds to carry out the project and activities specifically described in the application.

4. The duly Authorized Official of the Applicant is responsible for authorizing expenditures and disbursements of subaward funds.
5. The duly Authorized Official of the Applicant will ensure that the Applicant complies with all federal, state and municipal laws, statutes, regulations, circulars, policies, or codes regarding the use of these subaward funds.
6. The duly Authorized Official of the Applicant and the Project Director acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. §1001.
7. The duly Authorized Official of the Applicant and the Project Director acknowledge that Office of Justice Program (OJP) grants, including certifications provided in connection with such grants, are subject to review by OJP and/or by the Department of Justice's Office of the Inspector General.
8. The duly Authorized Official of the Applicant and the Project Director certify that the foregoing statements are true, and that if any of the foregoing statements made are willfully false, we will be subject to punishment.

As the duly Authorized Official of the Applicant-Subrecipient and as the Project Director, we hereby certify that the Applicant-Subrecipient will comply with the above-referenced provisions.

County of Gloucester
Applicant

JAG 1-8-16
Subaward # (if known)

Signature of Authorized Official

Title (County Executive, County Manager, County Supervisor, County Board President)

Robert M. Damminger
Printed Name of Authorized Official

Katherine Mika
Signature of Project Director

Katherine Mika
Printed Name of Project Director

5/5/17
Date

Applicant: County of Gloucester

Grant No: JAG 1-8-16

2. Fringe Benefits - Fringe benefits should be based on actual known costs or an established formula. Fringe benefits are for the personnel listed above and only for the percentage of time devoted to the project. Provide agency fringe rate and list each benefit and percentage (e.g., FICA, Workman's Comp, and Disability). List name and position. Please note that if salaries are requested using either federal or match funds, corresponding fringe must be shown at the same percentage as the salary in the budget detail form. If federal funds will NOT be used for corresponding fringe benefits, display the fringe amount in the match column. This is not a mandatory match. It shows that fringe benefits are being paid through another source of funding for each salary requested under the grant.	Grant Funds	Match	Project Total
	0	0	0

SUB-TOTAL FRINGE BENEFITS	0	0	0
----------------------------------	---	---	---

TOTAL SALARIES, WAGES AND FRINGE	0	0	0
---	---	---	---

Applicant:					Grant No.:		
Budget Detail Form							
COST ELEMENT							
B. Purchase of Services	Contracted Services Provided/ Seminar Registration/ Costs for professional services		Unit Cost/ Hourly Rate	Units/ Project Hours	Grant Funds	Match	Project Total
Cellebrite					\$3,400		\$3,400
Magnet Forensics					\$925		\$925
Guidance Software					\$675		\$675
ArcGIS (Areview)					\$400		\$400
TOTAL PURCHASE OF SERVICES					\$5,400		\$5,400
C. Travel, Transportation, Subsistence (show food costs related to travel only)							
Purpose / Location	Item (e.g., # of Miles)	Computation (e.g., \$.31 per Mile)	Grant Funds	Match	Project Total		
Travel to Trenton for Megan's Law Liaison's Meetings			\$101.00		\$101.00		
TOTAL TRAVEL, TRANSPORTATION, SUBSISTENCE					\$101.00		\$101.00

Applicant: County of Gloucester

Budget Detail Form

Grant No: JAG1-8-16

COST ELEMENT	Grant Funds	Match	Project Total
D. Consumable Supplies, Postage, Printing (list each item & show unit cost & calculations)			
USB Thumb Drives	\$200		\$200
Copy paper and envelopes	\$350		\$350
Postage	\$1,637		\$1,637
TOTAL CONSUMABLE SUPPLIES	\$2187		\$2187

E. Facilities, Office Space, Utilities (calculate monthly project cost & show cost allocation method)	Grant Funds	Match	Project Total
Rent (in budget narrative, indicate square footage and cost per square foot)	0		0
Utilities (in budget narrative, specify utility)	0		0
Telephone (land line)	0		0
Other (specify)	0		0
Other (specify)	0		0
Other (specify)	0		0
TOTAL FACILITIES	0		0

SOURCES OF FUNDS

List all sources of funds received by the agency during the past State fiscal year (July 1 thru June 30). On the bottom of the form, list all funds received from the Division of Criminal Justice in the past three years.

Federal Sources (Include Names)	Date of Award	Amount
DUI Sobriety Checkpoint & Saturation	10/1/15	\$130,000.00
Electronic Crimes Task Force	10/1/15	\$10,000.00
Click it or Ticket	5/1/16	\$40,000.00
Comprehensive Traffic Safety	10/1/15	\$44,450.00
Pedestrian Safety Enforcement	7/1/15	\$30,000.00

State Sources (Include Names)	Date of Award	Amount
Insurance Fraud Investigation	1/1/16	\$131,405.00
Body Armor Replacement Fund	10/1/15	\$3,530.00
Drunk Driving Enforcement Fund	9/1/15	\$16,000.00
Mental Health Diversionary Program	1/1/16	\$150,000.00

County Sources	\$ 8,314,747.00
Local and Other Sources	\$ 929,187.00
Total of All Sources of Funds	\$ 9,243,934.00
Indicate the percentage of funds used to support this project:	%

Division of Criminal Justice Funding

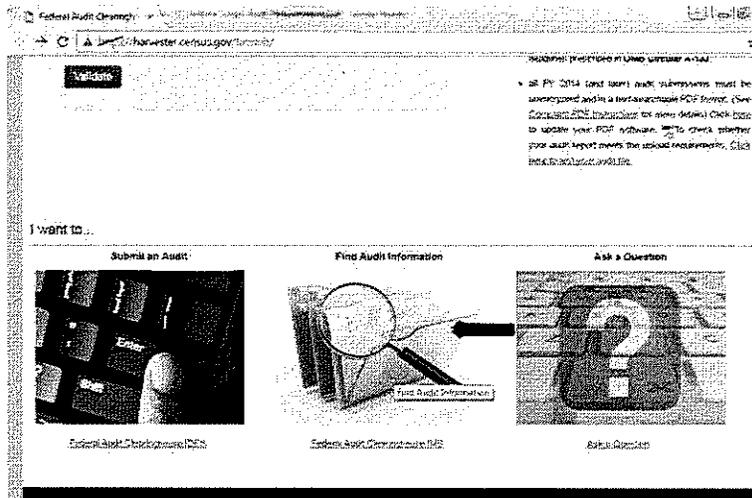
Date of Award	Grant Number	Project Title	Amount
7/1/15	JAG-1-8TF-14	Gang, Guns & Narcotics Task Force	\$65,270.00
7/1/14	JAG-1-8TF-13	Gang, Guns & Narcotics Task Force	\$75,914.00
7/1/13	JAG-18TF-12	Gang, Guns & Narcotics Task Force	\$74,468.00
4/1/16	JAG-1-9-14	Megan's Law	\$7,764.00
4/1/15	JAG-1-11-13	Megan's Law	\$7,470.00
4/1/14	JAG-1-11-12	Megan's Law	\$7,605.00
7/1/15	14-VAWA-37	Violence Against Women Act	\$25,225.00

7/1/14	13-VAWA-38	Violence Against Women Act	\$22,890.00
7/1/13	12-VAWA-58	Violence Against Women Act	\$24,245.00
7/11/15	V-08-14	Victims of Crime Act	\$191,448.00
7/7/14	V-08-13	Victims of Crime Act	\$194,737.00
7/7/13	V-08-12	Victims of Crime Act	\$176,091.00
10/1/15	VS-52-14	Sexual Assault Nurse Examiner	\$84,095.00
10/1/14	VS-29-14	Sexual Assault Nurse Examiner	\$71,775.00
10/1/13		Sexual Assault Nurse Examiner	\$71,238.00

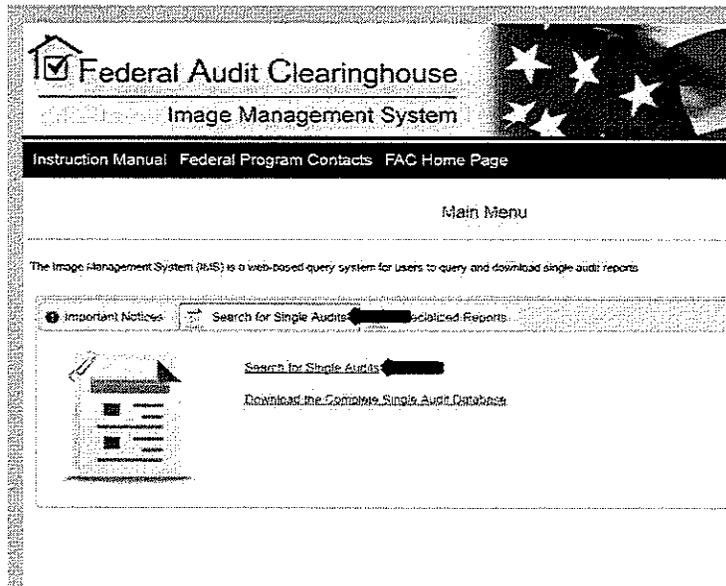
HOW TO SUBMIT PROOF OF COMPLIANCE WITH FEDERAL SINGLE AUDIT REQUIREMENTS

If your organization or jurisdiction was subject to the federal single or program-specific audit requirements for any fiscal year starting after January 1, 2015, you must submit proof of compliance from the FAC website. Proof of compliance can be obtained by following these instructions.

1. After visiting <https://harvester.census.gov/facweb/>, select “Find Audit Information” (the magnifying glass with the folder at the bottom of the page).



2. Select the “Search for Single Audits” tab then select “Search for Single Audits.”



NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL

3. Select the "General Information" tab. To conduct a search, the Auditee should enter their "EIN" in the "Auditee EIN" column, have "All Years" selected in the "Fiscal Year" column and "New Jersey" selected in the "Auditee State" column. Then select "search." If the Auditee does not know their EIN they can search by their name and select themselves from the generated list.

Search for Single Audits x

https://harvester.census.gov/facdissem/SearchA169.aspx

Search Clear Search Filters Return to IMS Home

GENERAL INFORMATION

Fiscal Year (Required)

All Years
 2016
 2015
 2014

FAC Release Date (MM/DD/YYYY)

From To

Auditee EIN

EIN Relationship

Either

Auditee Name

Auditee State

select all | unselect all

Nevada
 New Hampshire
 New Jersey
 New Mexico
 New York

FEDERAL AWARDS

FEDERAL AWARDS FINDINGS DETAILS (2013 AND BEYOND)

**NEW JERSEY DEPARTMENT OF LAW AND PUBLIC SAFETY
OFFICE OF THE ATTORNEY GENERAL**

4. After conducting a search using the Auditee's EIN number, the following page is generated:

YOUR SEARCH FOUND 1 RECORD(S) [Download Summary Report](#)

SEARCH CRITERIA:

- FISCAL YEAR: ALL YEARS
- FAC RELEASE DATE:
- AUDITEE EIN: [REDACTED]
- EIN RELATIONSHIP: EITHER
- AUDITEE NAME:
- AUDITEE STATE: NJ
- FEDERAL AGENCIES WITH CURRENT OR PRIOR YEAR AUDIT FINDINGS ON DIRECT AWARDS:
- CFDA NUMBER(S):
- PASS THROUGH:
- DIRECT AWARD:
- MAJOR PROGRAM:
- TYPE OF AUDIT FOR MAJOR PROGRAMS:
- FEDERAL AWARD FINDINGS:
- COGNIZANT OR OVERSIGHT AGENCY (FAC CALCULATED):
- NAME OF FEDERAL COGNIZANT/OVERSIGHT AGENCY:
- FEDERAL AWARD FINDINGS DETAIL (2013 AND BEYOND):

[Modify Search](#) [Return to IHS Home](#)

The Uniform Guidance (2 CFR 200.512) requires the FAC to make the reporting packages publicly available on a Web site. A senior level representative of the auditee (e.g., state controller, director of finance, chief executive officer, or chief financial officer) has signed a statement that the Form SF-SAC and reporting package does not include protected personally identifiable information (PII) or business identifiable information (BII), or if it does, the FAC is authorized to publicly post all information contained in the Form SF-SAC and the reporting package (audit report).

The Uniform Guidance (2 CFR 200.512) allows auditees who qualify as an Indian Tribe or Tribal Organization (as defined in the Indian Self-Determination, Education and Assistance Act (ISDEAA), 25 U.S.C. 4301(6)) to opt out of making their reporting packages publicly available on this site. If this option is exercised, the auditee becomes responsible for submitting the reporting package directly to any pass-through entities through which it has received a Federal award. The auditee would also be responsible for submitting the reporting package directly to any pass-through entities for which the summary schedule of prior audit findings reported the status or any findings related to Federal awards that the pass-through entity provided. Unless restricted by Federal statute or regulation, if the auditee opts not to announce publication, it must make copies of the reporting package available for public inspection.

Auditee EIN	Auditee Name	City	State	Fiscal Year, End Date	FAC Accepted Date	EIN Name	Form	Audit	Download
[REDACTED]	STATE OF NEW JERSEY	TRENTON	NJ	06/30/2015	03/30/2016	18166720151	Form		
[REDACTED]	STATE OF NEW JERSEY	TRENTON	NJ	06/30/2014	04/09/2015	18166720142	Form		
[REDACTED]	STATE OF NEW JERSEY	TRENTON	NJ	06/30/2013	03/29/2014	18166720131	Form		

*****This page should be printed out and submitted by the Subrecipient as proof of compliance with the federal single audit requirements.**

Search Results for Single Audits

YOUR SEARCH FOUND 14 RECORD(S)

 [Download Summary Report](#)

 SEARCH CRITERIA:

- FISCAL YEAR : ALL YEARS
- FAC RELEASE DATE :
- FISCAL PERIOD END DATE :
- AUDITEE EIN : 216000660
- EIN RELATIONSHIP : EITHER
- AUDITEE NAME :
- AUDITEE STATE :
- FINANCIAL STATEMENT OPINION :
- SPECIAL FRAMEWORK OPINION :
- FEDERAL AGENCIES WITH CURRENT OR PRIOR YEAR AUDIT FINDINGS ON DIRECT AWARDS :
- CFDA NUMBERS :
- ADDITIONAL AWARD IDENTIFICATION :
- CLUSTER NAME :
- LOAN/LOAN GUARANTEE :
- PASSTHROUGH :
- SUB RECIPIENT AWARD :
- DIRECT AWARD :
- MAJOR PROGRAM :
- TYPE OF AUDIT FOR MAJOR PROGRAMS :
- FEDERAL AWARD FINDINGS :
- COGNIZANT OR OVERSIGHT AGENCY (FAC CALCULATED) :
- NAME OF FEDERAL COGNIZANT/OVERSIGHT AGENCY :
- FEDERAL AWARD FINDINGS DETAILS (2013 AND BEYOND) :
- COMPLIANCE REQUIREMENT :
- REPEAT FINDING :
- QUESTIONED COSTS :

[Modify Search](#)

[Return to IMS Home](#)

You have selected 2 items for download. If an electronic audit does not exist then no audit download link is available

[Selected Audit Reports ▼](#)

[Download Audits](#)

Auditee EIN	Auditee Name	City	State	Fiscal Year End Date	FAC Accepted Date	File Name	Form	Audit 	Download 
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2015	07/19/2016	15653920151	Form	Audit	<input checked="" type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2014	06/29/2015	15653920141	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2013	07/09/2014	15653920131	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2012	07/03/2013	15653920121	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2011	07/06/2012	15653920112	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2010	06/30/2011	15653920101	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY	WOODBURY	NJ	12/31/2009	07/23/2010	15653920091	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIV. OF SOCIAL SERVICES	SEWELL	NJ	12/31/2015	09/29/2016	20047920151	Form	Audit	<input checked="" type="checkbox"/>

216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2014	12/02/2015	20047920141	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2013	09/30/2014	20047920131	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2012	09/26/2013	20047920122	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2011	09/24/2012	20047920111	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2010	07/18/2011	20047920101	Form		<input type="checkbox"/>
216000660	GLOUCESTER COUNTY DIVISION OF SOCIAL SERVICES	SEWELL	NJ	12/31/2009	11/08/2010	20047920091	Form		<input type="checkbox"/>

Selected Audit Reports ▼

Download Audits

You have selected 2 items for download. If an electronic audit does not exist then no audit download link is available

Modify Search

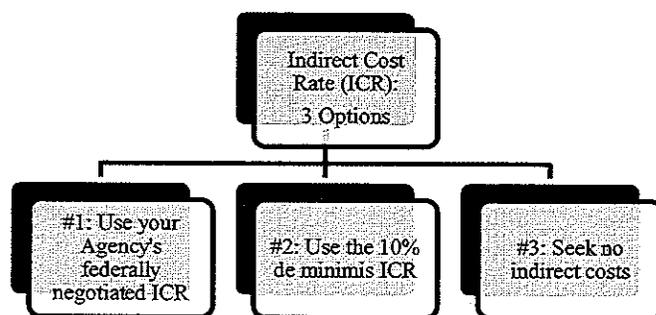
Return to IMS Home

If you need assistance, please contact the Federal Audit Clearinghouse (FAC) via e-mail or call 1-800-253-0896.

Version: 1.5.3.0

DEPARTMENT OF LAW & PUBLIC SAFETY INDIRECT COST RATE FACT SHEET

Applicants for subawards from pass-through entities may be eligible to use federal funds for indirect costs under 2 C.F.R. §§ 200.331, 200.414, Appendix IV and V to Part 200, and other sections of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements (“Uniform Guidance”). The Uniform Guidance provides these options to an applicant with respect to an Indirect Cost Rate:



1. The applicant can elect to use its approved federally recognized ICR.
 - a. The applicant must submit a copy of the federal approval of its ICR with the applicant’s application for funding.
 - b. The applicant can elect to seek indirect costs at a rate LOWER than their federally recognized ICR but is still required to submit a copy of the federal approval of their ICR with its application.
2. If the applicant has never had an ICR negotiated with the Federal Government and the applicant meets the conditions below, it may claim indirect costs using the 10% de minimis indirect cost rate.
 - a. By choosing this option, the applicant is certifying that the entity meets the following criteria to be qualified for the de minimis rate:
 - i. The entity is a non-federal, non-state or local government that has never received a federally recognized negotiated ICR.

OR
 - ii. The entity is a state or local government that has never received a federally recognized negotiated ICR AND receives less than \$35 million in federal funding.
 - b. The 10% de minimis ICR is applied to Modified Total Direct Costs (MTDC), which is defined per 2 C.F.R. § 200.68 as:
 - i. All direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.
 - c. Costs must consistently be charged as indirect or direct; costs may not be double charged or inconsistently charged as both, as per 2 C.F.R. § 200.414(f).
 - d. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-federal entity chooses to negotiate for a rate, which the non-federal entity may apply to do at any time, as per 2 C.F.R. § 200.414(f).
3. The applicant may choose not to seek indirect costs.



FEDERAL SINGLE AUDIT REQUIREMENTS & CERTIFICATION

Applicant/Subrecipient: County of Gloucester

State Vendor Identification Number or EIN: 21-6000660

Total amount of funds received from all entities (including the Department of Law & Public Safety) during your last fiscal year: Federal Amount: \$6,597,441 State Amount: \$6,244,000

Applicant/Subrecipient fiscal year end date 12/31/16

The State of New Jersey, Department of Law and Public Safety, Consolidated Grants Management Office requires that all Subrecipients complete this Federal Single Audit Requirement Certification and, if subject to the federal single or program-specific audit requirements, submit proof of compliance from the Federal Audit Clearinghouse ("FAC") website. Please have your Chief Financial Officer or designee complete this form.

A Subrecipient that expends \$750,000 or more in Federal awards (from all sources including pass-through subawards) during its fiscal year must have a single or program-specific audit conducted for that year. See 2 C.F.R. Part 200, Subpart F, Audit Requirements.

Directions: Please check the applicable box below and sign the certification. If your organization or jurisdiction was subject to the federal single audit requirements for any fiscal year starting after January 1, 2015,¹ **you must attach** proof of submission² of your audit reporting package to the FAC website. The FAC website can be found at: <https://harvester.census.gov/facweb/>.

I understand and acknowledge the above federal audit requirements and:

- My organization or jurisdiction was subject to the federal single or program-specific audit requirements for any fiscal year starting after January 1, 2015. Proof of compliance from the FAC website is attached.**
- My organization or jurisdiction was not subject to the federal single or program-specific audit requirements for any fiscal year starting after January 1, 2015; or**
- My organization is a New Jersey State Agency that is audited during the State of New Jersey's annual single audit.**

Printed Name of CFO or designee: Tracey N. Giordano

Title: CFO/Treasurer

Signature: _____

Date: _____

¹ Audit reports are due 30 days after receipt from the auditor or 9 months after the end of the fiscal year, whichever is sooner. For example, for fiscal years ending 12/31/2015, audits were due no later than 9/30/2016. For fiscal years ending 6/30/2015, audits were due no later than 3/31/2016.

² See attached directions.



NEW JERSEY STATE AUDIT REQUIREMENTS

In addition to the Federal requirements on the preceding page, Subrecipients must comply with the following State audit requirements outlined in OMB Circular 15-08-OMB (*available at* http://www.state.nj.us/infobank/circular/cir1508_omb.pdf):

- A Subrecipient that expends \$750,000 or more in federal financial assistance **or** \$750,000 or more in state financial assistance during its fiscal year must have a single or program-specific audit conducted for that year.
- A Subrecipient that expends less than \$750,000 in federal **or** state financial assistance during its fiscal year, but expends \$100,000 or more in state **and/or** federal financial assistance (combined amount) during its fiscal year, must have either a financial statement audit conducted in accordance with Government Auditing Standards (Yellow Book) or a program-specific audit conducted for that year.





The financial management system of each non-Federal entity must provide for the following

- Retention requirements for records
- Requests for transfer of records
- Methods for collection, transmission and storage of information
- Access to records
- Restrictions on public access to records

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, name of the Federal agency, and name of the pass-through entity, if any.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The non-Federal entity must adequately safeguard all assets and assure that they are used solely for authorized purposes

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury or the pass-through entity and the disbursement by the non-Federal entity whether the payment is made by electronic funds transfer, or issuance or redemption of checks, warrants, or payment by other means

(7) Written procedures for determining the allowability of costs.

APPLICANT ORGANIZATIONAL INFORMATION

1. Name of Organization and Address: County of Gloucester

2 South Broad Street
P.O. Box 337
Woodbury, NJ 08096

2. Authorized Representative's Name and Title: Tracey Giordano, CFO/Treasurer

3. Phone: 856 - 853 - 3322 ext.

4. Fax: 856 - 251- 6778

5. Email: tgiordano@co.gloucester.nj

6. Year Established:
1686

7. Employer Identification Number (EIN):
21 - 6000660

8. DUNS Number:
95 - 736 - 2247

9. Type of Organization:

- State Municipality Non-Profit Higher Education Tribal For-Profit Other



AUDIT INFORMATION

An audit is conducted using generally accepted auditing standards (GAAS) or Generally Accepted Governmental Auditing Standards (GAGAS) and results in an audit report with an opinion.

10. The organization has had the undergone the following types of audit(s)(Please check all that apply):

- OMB A-133 Single Audit Financial Statement Audit Defense Contract Agency Audit (DCAA)
- None
- Programmatic Audit & Agency: _____
- Other Audit & Agency: _____

11. Fiscal Year of Last Audit:
2015

Name of Audit Agency/Firm:
Petroni & Assoc.

AUDITOR'S OPINION:

12. On the most recent audit, what was the auditor's opinion?

- Unqualified Opinion Qualified Opinion Disclaimer, Going Concern or Adverse Opinions

Please enter the number of findings:

Please enter the amount of questioned costs:

Were material weaknesses noted in either the Financial Statement or Single Audit? Yes No

ACCOUNTING SYSTEM

13. Which of the following best describes your accounting system:

- Manual Automated Combination

14. Does the accounting system identify the receipt and expenditure of program funds separately for each grant?

- Yes No Not Sure

15. Does the accounting system provide for the recording of expenditures for each grant/contract by budget cost categories shown in the approved budget?

- Yes No Not Sure

16. Does your accounting system have the capability to document the recording of cost sharing or match for each grant? Can you determine if documentation is available to support recorded match or cost share?

- Yes No Not Sure

17. Are time distribution records maintained for each employee that specifically identify effort charged to a particular grant or cost objective?

- Yes No Not Sure

18. Does the accounting/financial system include budgetary controls to preclude incurring obligations or costs in excess of total funds available or by budget cost category (e.g. Personnel, Travel, etc.)?

- Yes No Not Sure

19. Is the organization familiar with the existing Federal regulation and guidelines containing the Cost Principles and procedures for the determination and allowance of costs in connection with Federal grants?

- Yes No Not Sure



PROPERTY STANDARDS, PROCUREMENT STANDARDS, AND TRAVEL POLICIES	
PROPERTY STANDARDS	
20. Does your property management system(s) provide for maintaining: (1) a description of the equipment; (2) an identification number; (3) source of the property, including the award number; (4) where title vests; (5) acquisition date; (6) federal share of property cost; (7) location and condition of the property; (8) acquisition cost; & (9) ultimate disposition information?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure
PROCUREMENT STANDARDS	
21. Does your organization maintain written procurement procedures which (1) avoid unnecessary purchases; (2) provide an analysis of lease and purchase alternatives; and (3) provide a process for soliciting goods and services?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
22. Does your procurement system provide for the conduct to determine selection on a competitive basis and documentation of cost or price analysis for each procurement action?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
23. Does your procurement system include provisions for checking the "Excluded Parties List" system for suspended or debarred sub-grantees and contractors, prior to award? https://www.sam.gov/	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
TRAVEL POLICY	
24. Does your organization: (a) maintain a standard travel policy? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (b) adhere to the Federal Travel Regulation? (FTR) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. (For Pass-through entities only). Does your organization have controls in place to monitor activities of subrecipients, as necessary, to determine that Federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the award and that performance goals are achieved (2 CFR200)?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Sure <input type="checkbox"/> N/A (Your organization does not make subawards.)
STANDARDS FOR FINANCIAL MANAGEMENT SYSTEMS AND APPLICANT CERTIFICATION	
I certify that the above information is complete and correct to the best of my knowledge. This document must be certified by the organization's Authorized Representative, Executive Director, Chief Financial Officer, Chairman of the Board of Directors, or similar position.	
Name: Tracey Giordano	Date:
Title: <input type="checkbox"/> Executive Director <input checked="" type="checkbox"/> Chief Financial Officer <input type="checkbox"/> Chairman <input type="checkbox"/> Other: _____	
Phone: 856 - 853 - 3322 ext.	

**U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS
OFFICE OF THE CHIEF FINANCIAL OFFICER**

**CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER
RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS**

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Acceptance of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying," 2 CFR Part 2867, "DOJ Implementation of OMB Guidance on Nonprocurement Debarment and Suspension," and 28 CFR Part 83, "Government-wide Debarment and Suspension," and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) 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, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

- A. The applicant certifies that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Have not within a two-year period preceding this application been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliancereporting@usdoj.gov, and, after such disclosure, the applicant has received a specific written determination from OJP that neither suspension nor debarment of the applicant is necessary to protect the interests of the Government in this case.
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (e) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

- A. The applicant certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - (c) 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 (a);

- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) 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;
- (e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) 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
 - (2) 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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

County of Gloucester
Applicant Name

Date

Robert M Damminger
Authorized Representative (printed name)

Authorized Representative (signature)

DEPARTMENT OF LAW & PUBLIC SAFETY DEBARMENT AND SUSPENSION
CERTIFICATION

Applicant/Subrecipient: County of Gloucester

DUNS Number: 95-736-2247

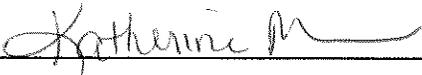
Federal funds cannot be awarded to entities that are excluded or disqualified from participating in federal contracts or grants. The State of New Jersey, Department of Law and Public Safety, Consolidated Grants Management Office requires that all subrecipients certify that they are not excluded from receiving federal funds. Please have an Authorized Official, Project Director, or designee complete this certification and return it with your completed application package. Packages received without a completed certification will be considered incomplete.

Proof of eligibility for federal funds must be attached. You may access and search your agency through the Federal System For Award Management (SAM) website at:
<https://www.sam.gov/>

The prospective lower tier participant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving federal funds by any federal department or agency.

Printed Name of Authorized Official, Project Director or designee:

Title: Project Director, Katherine Mika

Signature: 

Date: 5/5/17



RESOLUTION AUTHORIZING A CONTRACT WITH DEFENSE EQUIPMENT SUPPLY & ASSOCIATES, LLC FOR \$32,500.00

WHEREAS, the County of Gloucester, after due notice and advertisement, received sealed bids for the supply, delivery, installation, operator training and two (2) year comprehensive warranty through contract for the Gloucester County Sherriff's Department as per **PD-17-030**; and

WHEREAS, the County has advertised for the receipt of public bids for the purchase, delivery and installation of this equipment as set forth within the County's bid specifications; and

WHEREAS, bids were publicly received and opened on May 25, 2017; and

WHEREAS, after following proper public bidding procedure, it was determined that Defense Equipment Supply & Associates, LLC, 289 Main Street, Richmondville, NY 12149-2600 was the lowest responsive and responsible bidder to provide the above equipment and services, for One (1) Rapiscan 620XR Enhances Performance X-Ray Scanner, in the amount of \$26,000.00, One (1) 39" Exit Roller Table with Backstop, in the amount of \$750.00, One (1) 39" Input Roller Table with Backstop, in the amount of \$750.00, One (1) Automatic Input Power Conditioner, in the amount of \$3,500.00 and One (1) Automatic Image Archiving, in the amount of \$1,500.00, for a total amount of \$32, 500.00.

WHEREAS, the Purchasing Agent of the County has certified the availability of funds in the total amount of \$32,500.00, pursuant to CAF # 17-04543, which amount, shall be charged against budget line items 7-01-44-903-001-20204 (\$6,500.00) and 7-01-35-470-001-20201 (\$26,000.00).

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board be and is hereby authorized to execute and the Clerk of the Board be and is hereby authorized to attest to a contract between the County of Gloucester and Defense Equipment Supply & Associates, LLC. for the purchase of One (1) Rapiscan 620XR Enhances Performance X-Ray Scanner, One (1) 39" Exit Roller Tale with Backstop, One (1) 39" Input Roller Table with Backstop, One (1) Automatic Input Power Conditioner and One (1) Automatic Image Archiving for a total amount of \$32,500.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 7, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

**CONTRACT BETWEEN
DEFENSE EQUIPMENT SUPPLY & ASSOCIATES, LLC
AND
THE COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the 7th day of June, 2017, by and between **THE COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, (hereinafter referred to as "County"), and **Defense Equipment Supply & Associates, LLC, 289 Main Street, Richmondville, NY 12149-2600**, (hereinafter referred to as "Vendor").

RECITALS

WHEREAS, there exists a need for the County of Gloucester to contract for the purchase of One (1) Rapiscan 620XR Enhances Performance X-Ray Scanner, One (1) 39" Exit Roller Table with Backstop, One (1) 39" Input Roller Table with Backstop, One (1) Automatic Input Power Conditioner and One (1) Automatic Image Archiving for the Gloucester County Sheriff Department as set forth in **PD 17-030**; and

WHEREAS, the Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM**. This Contract shall be effective for the purchase.
2. **COMPENSATION**. Vendor shall be compensated pursuant to and subject to all terms and provisions of the specifications identified as PD 17-030, in the amount of \$32,500.00. Amount to be paid as follows: supply, delivery, installation, operator training and two year comprehensive warranty of one (1) Rapiscan 620XR Enhances Performance X-Ray Scanner, in the amount of \$26,000.00, one (1) 39" Exit Roller Table with Backstop, in the amount of \$750.00, one (1) 39" Input Roller Table with Backstop, in the amount of \$750.00, one (1) Automatic Input Power Conditioner, in the amount of \$3,500.00 and one (1) Automatic Image Archiving, in the amount of \$1,500.00.

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

It is also agreed and understood that the acceptance of the final payment by Vendor 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 Contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in the specifications identified as **PD 17-030**, which is incorporated herein and made part of hereof by reference. Should a conflict occur between this form of contract and the bid documents, the bid documents shall prevail.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the bid documents.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications **PD 17-030**, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, not to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverage's, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said

policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

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

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

14. **NONWAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a barr to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Vendor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorize County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** This Contract consists of this Contract document and the specifications indentified as PD 17-030, and the bidder's bid package, all of which are referred to and incorporated herein by reference. Should there occur a conflict between this form of contract or the specifications, then this Contract shall prevail. If there should occur a conflict between either this form of Contract or the specifications and the bid package, then this Contract and the specifications shall prevail.

THIS CONTRACT is dated this 7th day of June, 2017

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**ANDREA LOMBARDI,
PRINCIPAL CLERK**

**PETE MERCANTI, PURCHASING
DIRECTOR**

WITNESS:

**DEFENSE EQUIPMENT SUPPLY &
ASSOCIATES, LLC**

DON AIREY, SALES MANAGER

County of Gloucester Purchasing Department

PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

**PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS**

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 17-04543

ORDER DATE: 06/01/17
REQUISITION NO: R7-03741
DELIVERY DATE: 05/30/17
STATE CONTRACT: PD-17-030
ACCOUNT NUM:

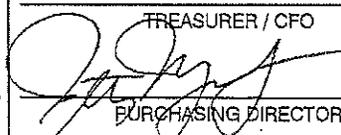
Pg 1

**S
H
I
P
T
O**
GLOUC. CO SHERIFF'S DEPT.
2 SOUTH BROAD STREET
WOODBURY, NJ 08096
856-384-4600

**V
E
N
D
O
R**
DESCO ASSOCIATES
289 MAIN STREET
RICHMONDVILLE, NY 12149
VENDOR #: DESCO010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	RAPICAN 620XR 21.73 % 78.27 %	7-01-35-470-001-20201 Contingent - Other Expense 7-01-44-903-001-20204 Other Equipment	26,000.0000	26,000.00
1.00	ONE (1) RAPISCAN 620 XR SCANNER 39" EXIT ROLLER TABLE DESCRIPTION: OPTIONAL 39" EXIT ROLLER TABLE WITH BACKSTOP	7-01-44-903-001-20204 Other Equipment	750.0000	750.00
1.00	39" INPUT ROLLER TABLE DESCRIPTION: OPTIONAL; ONE (1) 39" INPUT ROLLER TABLE WITH BACKSTOP	7-01-44-903-001-20204 Other Equipment	750.0000	750.00
1.00	AUTO INPUT POWER CONDITIONER DESCRIPTION: ONE (1) AUTOMATIC INPUT POWER CONDITIONER	7-01-44-903-001-20204 Other Equipment	3,500.0000	3,500.00
1.00	AUTOMATIC IMAGE ARCHIVING DESCRIPTION: ONE (1) AUTOMATIC IMAGE ARCHIVING LOCATION: FRONT ENTRANCE OF JUSTICE COMPLEX (HUNTER ST.) THE OLDER ONE WILL BE MOVED TO THE PROS. OFFICE	7-01-44-903-001-20204 Other Equipment	1,500.0000	1,500.00
			TOTAL	32,500.00

CLAIMANT'S CERTIFICATION & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
<p>I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any person or persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.</p> <p>X</p> <p>VENDOR SIGN HERE _____ DATE _____</p> <p>TAX ID NO. OR SOCIAL SECURITY NO. _____ DATE _____</p> <p>MAIL VOUCHER WITH INVOICE TO THE 'SHIP TO' ADDRESS</p>	<p>I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.</p> <p>DEPARTMENT HEAD _____ DATE _____</p>	<p>DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW</p> <p>TREASURER / CFO </p> <p>PURCHASING DIRECTOR</p>

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

<p>PD-017-030 Bid Opening 05/25/17 at 10:00 a.m. SPECIFICATIONS FOR SUPPLYING, DELIVERY AND INSTALLATION OF ONE (1) RAPISCAN 620XR ENHANCED PERFORMANCE X-RAY SCANNER OR APPROVED EQUAL FOR THE GLOUCESTER COUNTY SHERIFF'S DEPARTMENT AND EXISTING UNITS WITHIN THE COUNTY AS ALLOWED THROUGH THE COUNTY CONTRACT PURCHASING SYSTEM NUMBERS CK-01-GC & 16GLCP</p>	
<p>VENDOR: Defense Equipment Supply & Associates, Inc. (DESCO) P.O. Box 439 Richmondville, NY 12149-0439 Don Airy, Sales Manager 518-294-6066 Don@Descocompany.com</p>	
<p>DESCRIPTION</p>	
<p>One (1) RAPISCAN 620 XR Scanner</p>	<p>\$26,000.00</p>
<p>One (1) 39" Exit Roller Table with Backstop</p>	<p>\$750.00</p>
<p>One (1) 39" Input Roller Table with Backstop</p>	<p>\$750.00</p>
<p>One (1) Automatic Input Power Conditioner</p>	<p>\$3,500.00</p>
<p>One (1) Automatic Image Archiving</p>	<p>\$1,500.00</p>
<p>Grand Total</p>	<p>\$32,500.00</p>
<p>Variations</p>	<p>None</p>
<p><i>The above includes delivery, installation, operator training and two year comprehensive warranty</i></p>	
<p><i>Will you extend your prices to local government entities within the County</i></p>	<p>yes</p>
<p>Bid specifications sent to:</p>	<p>Prime Vendor Bidnet Tamara Shay VOTI Daltek Visual Infomedia Autoclear JCY Technologies, LLC Astrophysics, Inc.</p>
<p>Based upon the bids received, I recommend DESCO be awarded the contract as the lowest, responsive, responsible bidder.</p>	
<p>Sincerely,</p>	
<p>Kimberly Larter, Purchasing</p>	

F-5

**RESOLUTION AUTHORIZING THE EXECUTION OF A DIRECT CONTRACT WITH
THE COUNTY OF ESSEX AT \$108.00 PER DAY FOR THE HOUSING OF
GLOUCESTER COUNTY INMATES FROM MAY 19, 2017 TO MAY 28, 2019**

WHEREAS, the County of Gloucester has now determined that the housing of adult inmates is more efficiently and effectively provided by entering into contracts with counties whose correction facilities can provide this service at a significantly lower cost than the Gloucester County Corrections Facility; and

WHEREAS, Essex County operates the Essex County Correctional Facility, located at 354 Doremus Avenue, Newark, New Jersey (the "ECCF"), an adult county correctional facility as that term is defined at N.J.A.C. 10A:31-3.1; and

WHEREAS, the County of Essex has sufficient capacity in the ECCF to make available for the housing of Gloucester County adult inmates; and

WHEREAS, the County of Gloucester and the County of Essex have agreed to the terms regarding the housing of adult inmates under the terms of the Direct Contract; and

WHEREAS, the contract is for estimated units of service and is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2017 is conditioned upon the approval of the 2018 Gloucester County Budget. Continuation of the contract beyond December 31, 2018 is conditioned upon the approval of the 2019 Gloucester County Budget.

WHEREAS, the Counties are authorized to enter into this Agreement pursuant to N.J.S.A. 40A:11-5(2) and N.J. Constitution article IV § 7 ¶ 11.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Director of the Board and the Clerk of the Board be and are hereby authorized to execute a Direct Contract between the County of Gloucester and the County of Essex for housing of Gloucester County adult inmates in the County of Essex for the period commencing May 19, 2017 to May 28, 2019; and

BE IT FURTHER RESOLVED, before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid; and

BE IT FURETHER RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Direct Contract authorized by this Resolution, provided that the Direct Contract in final form is in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester and State of New Jersey held on Wednesday, June 7 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

F-5

CONTRACT

by and between the

COUNTY OF GLOUCESTER, NEW JERSEY

and

COUNTY OF ESSEX, NEW JERSEY

FOR THE PROVISION OF ADULT INMATE FACILITIES

Thomas G. Campo,
Gloucester County Counsel

TABLE OF CONTENTS

Recitals	.....	3
Paragraph A. Description of the Project and Services	.....	3
Paragraph B. Duration of Contract	.....	4
Paragraph C. Fees	.....	4
Paragraph D. Medical Treatment	.....	4
Paragraph E. Admission and Processing	.....	5
Paragraph F. Services	.....	5
Paragraph G. Transportation	.....	5
Paragraph H. Visitation	.....	5
Paragraph I. Limitation of Delegation	.....	6
Paragraph J. Indemnification	.....	6
Paragraph K. Compliance with Laws and Regulations	.....	6
Paragraph L. Compliance with Rape Elimination Act	.....	6
Paragraph M. Evacuation Procedures	.....	7
Paragraph N. Insurance	.....	8
Paragraph O. Remedies	.....	8
Paragraph P. No Additional Waiver Implied by One Waiver	.....	8
Paragraph Q. No Personal Liability	.....	8
Paragraph R. Miscellaneous	.....	8
Section 1. Amendment	.....	8
Section 2. Severability	.....	8
Section 3. Counterparts	.....	9
Section 4. Entire Contract	.....	9
Section 5. Further Assurances and Corrective Instruments	.....	9
Section 6. Headings	.....	9
Section 7. Non-Waiver	.....	9
Section 8. Governing Law	.....	9
Paragraph S. Effective Date	.....	9

CONTRACT

THIS CONTRACT ("Contract"), dated this 7th day of June, 2017, by and between the County of Essex, a body politic and corporate of the State of New Jersey ("Essex County"), and the County of Gloucester, a body politic and corporate of the State of New Jersey ("Gloucester County").

RECITALS

1. Gloucester County is a body politic and corporate of the State of New Jersey with main offices located at Two S. Broad Street, Woodbury, New Jersey 08096; and
2. Essex County is a body politic and corporate of the State of New Jersey with main offices located at 465 Dr. Martin Luther King, Jr. Blvd., Room 558, Hall of Records, Newark, NJ 07102; and
3. Gloucester County recognizes the essential purpose of promoting public safety while providing the best care and conditions for adult inmates detained in the Gloucester County Jail (hereinafter referred to as adult inmates); and
4. The Essex County Correctional Facility has the capacity to house the adult inmate populations that both Gloucester County and Essex County require, and is typically capable of providing Gloucester County with housing for Gloucester County adult inmates; and
5. Providing for the detention of Gloucester County's adult inmates in the Essex County Correctional Facility will result in a more economical operation of the Essex County Correctional Facility and significant annual cost savings to Gloucester County; and
6. This Contract for inmate housing is entered into directly pursuant to N.J.S.A. 40A:11-5(2) and N.J. Constitution article IV § 7 ¶ 11.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, Gloucester County and Essex County do hereby agree as follows:

A. DESCRIPTION OF THE PROJECT AND THE SERVICES – NUMBER OF INMATES.

Consistent with the terms of this Contract, Gloucester County shall transport to the Essex County Correctional Facility and Essex County shall accept from Gloucester County, Gloucester County's adult inmates for housing at the Essex County Correctional Facility, in accordance with any and all applicable Federal and State statutes, rules and regulations for the maintenance and operation of New Jersey county jails. Essex County shall accept up to 75 adult inmates or individuals. The parties agree that Gloucester County will send

adult inmates as the need to house such inmates dictates, and is not required by this Contract to provide any minimum number of adult inmates at any given time.

B. DURATION OF CONTRACT.

This Contract shall be effective from May 19, 2017 and shall terminate May 18, 2019. Either party may terminate this Contract for any reason by providing ninety (90) day notice to the other party as follows: As to Gloucester County: Office of the Gloucester County Counsel, Two South Broad Street, Woodbury, New Jersey 08096. As to Essex County: 465 Dr. Martin Luther King, Jr. Blvd., Room 558, Hall of Records, Newark, NJ 07102. At the discretion of both Counties, the contract may be extended one (1) two (2) year term.

C. FEES.

Gloucester County shall pay to Essex County a per diem fee for each housed adult in the amount of One Hundred and eight (\$108.00) Dollars per day for a minimum contract amount of zero and a maximum contract amount of \$2,956,500.00 for the duration of the contract term. The parties agree that Gloucester County is not obligated to supply a minimum number of housed adult inmates at any time. Essex County will submit an invoice to Gloucester County each month for the housing fee, plus any reimbursable expenses incurred by Essex County pursuant to this Contract. The Gloucester County adult inmates will be listed individually with their length of stay on a Gloucester County voucher, and shall remit payment to the County of Essex within 45 days of said voucher date. Gloucester County will thereafter make payment to "Treasurer, Essex County." This Contract is contingent upon the appropriation of sufficient funds in the 2017 final budget of Gloucester County.

D. MEDICAL TREATMENT.

Essex County shall cause to be provided to Gloucester County adult inmates all ordinary, routine, non-hospital, non-emergency care or treatment as part of the services provided pursuant to this contract.

Essex County shall also cause to be provided to Gloucester County adult inmates any necessary care from hospitals and/or emergency providers.

All ordinary, routine, non-hospital, non-emergency care or treatment provided by Essex County to Gloucester County adult inmates shall be paid for by Essex County and shall not be charged to Gloucester County. All off-site emergency and hospital care shall be paid directly for by Gloucester County.

Essex County shall pay for all over-the-counter medications only. All prescription drugs shall be directly paid for by Gloucester County.

Essex County shall notify the designated Gloucester County representative by phone of any occurrence of a medical emergency, hospitalization or other crisis situation (such as

suicide attempt; escape or escape attempt; illness; or the like) involving a Gloucester County adult inmate. Essex County shall thereafter provide a written report of the incident to the designated Gloucester County representative.

E. ADMISSION AND PROCESSING.

Essex County shall admit and process all adult inmates transported to their facility.

F. SERVICES.

Essex County will provide to all Gloucester County adult inmates all services that may be required by Federal and State law, and which Essex County provides to its adult inmates detained in the Essex County Jail.

G. TRANSPORTATION.

Gloucester County Sheriff's Department shall be responsible for transporting all arrestees to Essex County Correctional Facility. Gloucester County Department of Corrections shall be responsible for all transportation of the Gloucester County Department of Corrections adult inmates to and from Essex County Correctional Facility. Gloucester County Department of Corrections shall also be responsible for transportation for any required court appearances, medical appointments or any other usual or required inmate transportation, including, but not limited to, return to Gloucester County upon discharge or release. To the fullest extent possible, non-emergent transportation will be scheduled between the parties' Correctional Departments in an attempt to minimize transportation costs.

Essex County shall provide any necessary transportation that occurs in the event of a medical emergency to a Gloucester County adult inmate. In such event, Gloucester County Department of Corrections will assume the appropriate oversight and control of the adult inmate at the hospital or other destination within four hours of the inmate's arrival at such destination. Should Gloucester County Department of Correction's assumption of such oversight and control take place after four hours, Gloucester County agrees to pay double-time –and –one-half the salaries of the Essex County personnel who were required to remain on the scene after such four -hour period for the time period from four hours after the inmate's arrival at the destination to the time of arrival by Gloucester County Department of Corrections' personnel or the inmate's return to the correctional facility, whichever occurs first.

H. VISITATION.

Visitation with Gloucester County adult inmates shall be permitted by the Essex County Correctional Facility in accordance with its rules and regulations governing visitation of adult inmates.

I. LIMITATION OF DELEGATION.

To the extent that this Contract constitutes a delegation of authority by Gloucester County, this Contract shall not be construed to delegate any authority other than the authority to provide the services described herein, consistent with the terms and provisions of this Contract.

Neither Gloucester County nor Essex County intends by this Contract to create any agency relationship other than that which may be specifically required by the Contract for the limited purpose of the providing of services by Essex County pursuant to this Contract.

J. INDEMNIFICATION.

Gloucester County shall defend, indemnify and hold harmless Essex County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Gloucester County's intentional or negligent acts or omissions in connection with this Contract.

Essex County shall defend, indemnify and hold harmless Gloucester County, its officers, agents and employees from any and all claims, suits, actions, damages or costs, of any nature whatsoever, whether for personal injury, property damage or other liability, arising out of or in any way connected with Essex County's intentional or negligent acts or omissions in connection with this Contract.

K. COMPLIANCE WITH LAWS AND REGULATIONS.

Gloucester and Essex 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 Contract. If a court of competent jurisdiction finds that any legal requirements have not been met, either party may exercise their right of rescission by forwarding formal written notice to the other party.

L. COMPLIANCE WITH RAPE ELIMINATION ACT.

The parties agree that the Prison Rape Elimination Act, 42 U.S.C. 15601 et seq. and the implementing regulations pursuant to 28 C.F.R., Part 115.112 and N.J.A.C. 10A:31-14.2 shall be complied with as follows:

- (1) The parties agree that the provisions of 28 C.F.R., Part 115.112 are incorporated herein and made a part hereof as if fully set forth.
- (2) The County of Essex shall comply with the provisions of 28 C.F.R., Part 115.112 et seq. as follows:
 - (a) 28 C.F.R., Part 115.113 -- Supervision and monitoring.

- (i) For each lockup, the agency shall develop and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect detainees against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, agencies shall take into consideration:
 - (1) The physical layout of each lockup;
 - (2) The composition of the detainee population;
 - (3) The prevalence of substantial and unsubstantial incidents of sexual abuse; and
 - (4) Any other relevant factors.
- (ii) In circumstances where the staffing plan is not complied with, the lockup shall document and justify all deviations from the plan.
- (iii) Whenever necessary, but no less frequently than once each year, the lockup shall assess, determine and document whether adjustments are needed to:
 - (1) The staffing plan established pursuant to paragraph (i) of this section;
 - (2) Prevailing staffing patterns.
 - (3) The lockup's deployment of video monitoring systems and other monitoring technologies; and
 - (4) The resources the lockup has available to commit to ensure adequate staffing levels.
- (iv.) If vulnerable detainees are identified pursuant to the screening required by Section 115.141, security staff shall provide such detainees with heightened protection, to include continuous direct sight and sound supervision, single-cell housing, or placement in a cell actively monitored on video by a staff member sufficiently proximate to intervene, unless no such option is determined to be feasible.

M. EVACUATION PROCEDURES.

In the event of an emergency that requires the evacuation of inmates from the Essex County Correctional Facility, Essex County shall be responsible for evacuating the Gloucester County inmates as well as the Essex County inmates.

N. INSURANCE.

At all times during the term of this Contract, Essex 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, law enforcement, all-risk and comprehensive general liability insurance and medical coverage for each inmate with respect to the services to be performed pursuant to this Contract, and shall provide that Gloucester County be named as an additional insured. Essex County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.

O. REMEDIES.

In the event of a controversy or dispute between the parties every effort will be made to resolve the controversy or dispute. Good faith attempts at resolution will include discussions between the two parties without the intervention of a third party.

If the dispute cannot be settled through direct discussions, the parties agree to endeavor to next attempt to settle the dispute by mediation administered by the American Arbitration Association under its applicable mediation procedures before resorting to any other remedy. Any unresolved controversy or claim arising from or relating to this contract shall be settled by arbitration administered by the American Arbitration Association in accordance with its applicable arbitration rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

P. NO ADDITIONAL WAIVER IMPLIED BY ONE WAIVER.

In the event that any Contract which is contained in this Contract should be breached by either party and thereafter such breach shall be waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be a waiver of any other breach hereunder.

Q. NO PERSONAL LIABILITY.

No covenant, condition or agreement contained in this Contract shall be deemed to be the covenant, condition or agreement of any past, present or future officer, agent or employee of Essex or Gloucester, in his or her individual capacity, and neither the officers, agents or employees of Essex or Gloucester nor any official executing this Contract shall be liable personally on this Contract by reason of the execution hereof by such person or arising out of any transaction or activity relating to this Contract.

R. MISCELLANEOUS.

1. **Amendment.** This Contract may not be amended or modified for any reason without the express prior written consent of the parties hereto.
2. **Severability.** In the event that any provision of this Contract shall be held to be invalid or unenforceable by any court of competent jurisdiction, such holding shall

not invalidate or render unenforceable any other provision hereof.

3. **Counterparts.** This Contract may be simultaneously executed in several counterparts, each of which shall constitute an original document and all of which shall constitute but one and the same instrument.
 4. **Entire Contract.** This Contract sets forth all the promises, covenants, agreements, conditions and undertakings between the parties hereto with respect to the subject matter hereof, and supersedes all prior or contemporaneous agreements and undertakings, inducements, or conditions, express or implied, oral or written between the parties hereto.
 5. **Further Assurances and Corrective Instruments.** Essex and Gloucester shall execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Project or to correct any inconsistent or ambiguous term hereof.
 6. **Headings.** The Article and Section headings in this Contract are included herein for convenience of reference only and are not intended to define or limit the scope of any provision of this Contract.
 7. **Non-Waiver.** It is understood and agreed that nothing which is contained in this Contract shall be construed as a waiver on the part of the parties, or any of them, of any right which is not explicitly waived in this Contract.
 8. **Governing Law.** The terms of this Contract shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of New Jersey.
- S. **EFFECTIVE DATE.** This Contract shall be effective as of May 19, 2017, which date shall be considered the commencement date of this Contract, and which effective date shall be so designated in authorizing resolutions to be adopted by the parties to this Contract.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF ESSEX

DEBORAH DAVIS FORD, CLERK

RALPH CIALLELLA,
COUNTY ADMINISTRATOR AT/LARGE

F-6

RESOLUTION AUTHORIZING A SHARED SERVICES AGREEMENT WITH THE COUNTY OF ESSEX FOR SECURITY SERVICES AT THE SECURE MEDICAL UNIT AT EAST ORANGE HOSPITAL FROM JUNE 14, 2017 TO JUNE 13, 2019 IN AN AMOUNT NOT TO EXCEED \$335.00 PER DAY, PER INMATE ADMITTED

WHEREAS, Gloucester and Essex Counties (hereinafter the "Counties") recognize that it is, at times, necessary to admit County inmates in need of medical treatment and care to a secured medical unit such as the East Orange General Hospital Secured Medical Unit (SMU) in accordance with each County's individual contract with that facility; and

WHEREAS, the Counties also recognize that the security staffing needed to oversee the medical treatment and care of inmates and detainees at the SMU requires a substantial commitment of scarce personnel and resources; and

WHEREAS, the Counties wish to enter into an agreement, pursuant to the Shared Services Act N.J.S.A. 40A:65-1, whereby Essex shall have and exercise sole responsibility and control over security for Gloucester inmates and detainees admitted as inpatients to the SMU, subject to the terms of the Shared Services Agreement; and

WHEREAS, the contract is for estimated units of service and is therefore open ended, which does not obligate the County of Gloucester to make any purchase; and, therefore, no Certificate of Availability of Funds is required at this time, and continuation of the contract beyond December 31, 2017 is conditioned upon the approval of the 2018 Gloucester County Budget. Continuation of the contract beyond December 31, 2018 is conditioned upon the approval of the 2019 Gloucester County Budget.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of a Shared Service Agreement between the County of Gloucester and the County of Essex for security services at the Secure Medical Unit at East Orange Hospital for a period of two years for an amount not to exceed \$335.00 per day per inmate; and

BE IT FURTHER RESOLVED, before any purchase be made or service rendered pursuant to the within award, a certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid; and

BE IT FURTHER RESOLVED, that the Administrator of the County of Gloucester and the Gloucester County Counsel are hereby authorized to negotiate the final terms of the Agreement authorized by this Resolution, provided that the Agreement in final form is in substantially the same form as approved by this Resolution.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 7, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

Laurie J. Burns, Clerk of the Board

F-6

**SHARED SERVICES AGREEMENT BETWEEN THE COUNTY OF
GLOUCESTER AND THE COUNTY OF ESSEX**

This Shared Services Agreement, ("Agreement") dated this day of June, 2017, between the **County of Gloucester** Department of Corrections ("**Gloucester**"), and the **County of Essex** Department of Corrections ("**Essex**"), collectively referred to as the "Counties," hereby provides as follows:

WHEREAS the Counties recognize that it is, at times, necessary to admit county inmates in need of medical treatment and care to a secured medical unit such as the East Orange General Hospital Secured Medical Unit ("SMU") in accordance with each County's individual contract with that facility obtained via a cooperative agreement negotiated with the County of Essex and made available to all New Jersey counties; and

WHEREAS the Counties also recognize that the security staffing needed to oversee the medical treatment and care of inmates and detainees at the SMU requires a substantial commitment of scarce personnel and resources; and

WHEREAS the Counties wish to enter into an agreement, pursuant to the Shared Services Act, N.J.S.A. 40A:65-1, et seq., whereby Essex shall have and exercise sole responsibility and control over security for Gloucester inmates and detainees admitted as inpatients to the SMU, subject to the terms set forth in this Agreement.

NOW, THEREFORE the Counties hereby agree as follows:

1. **Transaction.** The Counties hereby agree that the County of Essex will staff and manage the Secured Medical Unit at East Orange General Hospital ("SMU") and may accept into its custody Gloucester County inmates and detainees in need of

hospital inpatient care based upon bed availability. Essex shall provide security to Gloucester County inmates and detainees for transport within the hospital for various medical tests relative to inpatient admissions.

2. **Term.** This Agreement shall remain in effect for a period of two (2) years, unless terminated by either of the Counties, pursuant to the provisions of Section 16 hereof.
3. **Cost.** Gloucester County agrees to pay to Essex County, for the security Essex provides, a per diem rate of \$335.00 per inmate and detainee admitted as an inpatient to the SMU.
 - a. If in the opinion of the Essex County Director of Corrections, a higher security level is needed for a Gloucester inmate(s), an additional cost to manage such inmate(s) or detainee(s) will be assessed with Gloucester being responsible for the additional cost at a rate of forty-nine dollars and fifty cents (\$49.50) per hour per officer assigned.
 - b. Whenever possible, written notification of the need for higher security will be made to the Gloucester County Warden via email before implementation and, where notification is not possible prior to implementation, notification will be made within two (2) hours of such implementation.
 - c. Gloucester acknowledges that Essex is neither legally responsible for nor assumes any responsibility for the cost or payment of any medical bills, hospital costs or any other fees/expenses incurred by or on behalf of Gloucester inmates or detainees relating to or arising from their care and/or treatment in the SMU. Payment of all such medical/hospital expenses for or on behalf of Gloucester

inmates and detainees shall legally remain the sole and exclusive obligation of Gloucester.

4. **Rates.** The County correctional rates, attached as Exhibit A, are agreed by the counties and shall become part of this Agreement as attached.
5. **Secured Medical Unit (SMU).** The SMU shall be a secure medical unit within East Orange General Hospital. The SMU shall consist of two (2) separate maximum security rooms with cameras; two (2) telemetry rooms with cameras; one (1) isolation/seclusion room with camera; three (3) two (2)-patient medical/surgical rooms and two (2) treatment rooms for outpatient clinic appointments. Security at the SMU shall be provided by the Essex County Department of Corrections (“ECDC”) in accordance with applicable law and ECDC Policy PS.CUS.025. Gloucester shall be afforded an opportunity for input and review of changes to said Policy. However, all final determination(s) concerning security shall be made at the sole discretion of the ECDC director or his designee.
6. **Staffing.** Security staffing of the SMU shall be determined by Essex County, in accordance with recognized standards, applicable provisions of the New Jersey Administrative Code, and ECDC Policy PS.CUS.025.
7. **Liaisons.** Gloucester agrees to name its own medical liaison and custodial liaison. Gloucester liaison after hours contact information shall be made available to the SMU supervisor and the Essex Director of Corrections. The custodial liaison shall be a person of the rank of captain or higher. The Gloucester medical liaison shall be the Gloucester Medical Director or designee.

8. **Notification.** Gloucester agrees to notify Essex prior to dropping off any inmate or detainee for admission into the SMU. Paperwork (medical and criminal) along with a photo identification must accompany each inmate and detainee. If these procedures are not adhered to, admission to the SMU may be denied at the discretion of the Essex Director of Corrections or his designee.
9. **Transfers out of East Orange General Hospital.** In the event that a procedure is required at a level of care that is not available at East Orange General Hospital, the Hospital will contact **Lynn Heiss at (856) 853-3506** for authorization and guidance as to which facility the inmate or detainee being transferred. Gloucester is to take-over security for Gloucester inmates and detainees should be transferred from the SMU to another facility upon their leaving the SMU. Gloucester shall also arrange transportation, except when emergent, for Gloucester inmates and detainees being transferred and provide security for them at the facility to which they are transferred.
10. **Emergencies.** Any Gloucester inmate or detainee requiring emergency medical care shall remain in the custody of Gloucester officers until properly admitted to the SMU.
11. **Procedures.** The Counties agree to the following security procedures:
 - A. At the change of each eight (8) hour shift, the Essex officers assigned to the SMU shall be responsible for:
 - i. Examining documentation and photo identification for each inmate and detainee housed in the SMU;
 - ii. Identifying each inmate and detainee by way of photograph and/or

wrist band;

- iii. Checking each inmate and detainee to see whether the inmate is in obvious need of immediate medical attention;
- iv. A count shall be called into the **Gloucester Liaison, Warden Eugene J. Caldwell 2nd, (856) 384-4699 and/or (856) 229-4468** and to the Essex Master Control at designated times/regular intervals.
- v. Conducting a security inspection of each inmate and detainee's person and room (bed, bedside table, closets, bathroom, and windows);
- vi. Performing an equipment/utility count and inspection to ascertain that all assigned equipment/utilities are accounted for and are in serviceable condition. This inspection shall minimally include, but not be limited to, all keys, locks, restraining devices, electronic surveillance equipment, two-way radios, and intercom. In the event of any discrepancy during the relief process, the area supervisor, Essex Master Control and Gloucester Liaison shall be notified immediately.

- B. Inmates and detainees shall be kept secure and receive treatment, and not subjected to unnecessary restraint. However, it shall be standard practice at the SMU for all inmate and detainee patients to be locked in their respective rooms for the duration of their hospitalization.

- C. Officers shall be constantly alert while on duty, pay close attention to their surroundings and activities within their sight/hearing and shall routinely patrol their posts during their tour of duty.
- D. The SMU shall not be left unattended and/or unsupervised by security staff at any time.
- E. Inmates and detainees shall be locked in their respective rooms during their hospitalization in the SMU except when required by medical staff to leave same for purposes of treatment.
- F. Inmates and detainees shall not be permitted to visit the rooms of other inmates and detainees.
- G. Any and all unusual behavior, conditions or occurrences shall be immediately reported to the area supervisor, Essex Master Control and the Gloucester custodial liaison.

12. **Inmate and Detainee Services.**

A. **Mail.**

Outgoing correspondence from inmates and detainees shall be collected by officers staffing the SMU on a regular basis. A representative from Gloucester shall be responsible for transporting the mail from the SMU to Gloucester in accordance with Gloucester's internal policy. Incoming correspondence for inmates and detainees shall be delivered by a representative from Gloucester to the SMU. SMU staff shall distribute the mail in a timely manner.

B. **Visits.**

i. **Attorney:**

Requests shall be submitted to the Essex Director of Corrections. Attorneys are encouraged to visit with inmate and detainee clients during normal working hours, i.e., 9:00 A.M. to 5:00 P.M. but may visit at other times. The Essex Director of Corrections shall notify the SMU supervisor who, in turn, shall make the necessary arrangements.

ii. **Clergy:**

The Gloucester County Warden shall forward the request to the Essex Director of Corrections who, in turn, shall notify the SMU supervisor and make the necessary arrangements.

iii. **Terminal Illness:**

The Gloucester County Warden shall submit requests by an inmate's family to the Essex Director of Corrections or his designee. The Essex Director of Corrections or his designee shall in turn notify the SMU supervisor and make the necessary arrangements.

C. **Grievances.**

Inmate and detainee grievances shall be collected by officers assigned to the SMU.

The 1st level of grievance resolution shall be with the SMU supervisor.

The 2nd level of grievance resolution shall be addressed by a Gloucester County social services staff member on at least a weekly basis.

Any subsequent level of grievance shall be in accord with Gloucester's

internal policy except that any remedy must be approved by the Essex Director of Corrections or designee.

D. Social Services.

A social services representative from Gloucester County shall visit, as needed, to address inmates' and detainees' concerns, to collect/deliver mail, to collect grievances, etc.

13. **Prisoners discharged from custody.** Gloucester pre-trial detainees released from custody pursuant to a court ordered release or who have their bail posted while they are in the SMU along with Gloucester sentenced inmates who complete their sentences while in the SMU are to be discharged into the custody of Gloucester County officers. The above described activities shall be coordinated through Central Control at Essex and the Gloucester County Liaison. Gloucester will arrange for the pickup of each of its inmates and detainees from the SMU, upon receiving medical clearance, within five (5) hours during the hours of 7AM-7PM. County inmates hospitalized in the SMU will sometimes be discharged from custody during their hospitalization. Detainees who have been discharged from custody but require continued hospitalization will be removed from the SMU by medical staff.

14. **Inmate Death.** In the event of an inmate or detainee death, SMU staff shall immediately notify the SMU supervisor who shall notify Gloucester County's Custody Liaison and Medical Liaison. In all cases, the Essex Director of Corrections or designee shall also be notified. Responsibility for notifying the New Jersey Regional Medical Examiner's Office of a "death in custody" shall rest with

Gloucester County.

15. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of New Jersey.

16. **Compliance with Rape Elimination Act.**

The parties agree that the Prison Rape Elimination Act, 42 U.S.C. 15601 et seq. and the implementing regulations pursuant to 28 C.F.R., Part 115.112 and N.J.A.C. 10A:31-14.2 shall be complied with as follows:

(1) The parties agree that the provisions of 28 C.F.R., Part 115.112 are incorporated herein and made a part hereof as if fully set forth.

(2) The County of Essex shall comply with the provisions of 28 C.F.R., Part 115.112 et seq. as follows:

(a) 28 C.F.R., Part 115.113 – Supervision and monitoring.

(i) For each lockup, the agency shall develop and document a staffing plan that provides for adequate levels of staffing, and, where applicable, video monitoring, to protect detainees against sexual abuse. In calculating adequate staffing levels and determining the need for video monitoring, agencies shall take into consideration:

(1) The physical layout of each lockup;

- (2) The composition of the detainee population;
 - (3) The prevalence of substantial and unsubstantial incidents of sexual abuse; and
 - (4) Any other relevant factors.
- (ii) In circumstances where the staffing plan is not complied with, the lockup shall document and justify all deviations from the plan.
 - (iii) Whenever necessary, but no less frequently than once each year, the lockup shall assess, determine and document whether adjustments are needed to:
 - (1) The staffing plan established pursuant to paragraph (i) of this section;
 - (2) Prevailing staffing patterns.
 - (3) The lockup's deployment of video monitoring systems and other monitoring technologies; and
 - (4) The resources the lockup has available to commit to ensure adequate staffing levels.

- (iv.) If vulnerable detainees are identified pursuant to the screening required by Section 115.141, security staff shall provide such detainees with heightened protection, to include continuous direct sight and sound supervision, single-cell housing, or placement in a cell actively monitored on video by a staff member sufficiently proximate to intervene, unless no such option is determined to be feasible.

17. **Evacuation Procedures.**

In the event of an emergency that requires the evacuation of inmates from the Essex County Correctional Facility, Essex County shall be responsible for evacuating the Gloucester County inmates as well as the Essex County inmates.

18. **Indemnification.**

(a) In addition to the other rights and remedies of the parties herein, Gloucester agrees to defend, indemnify and hold harmless Essex and its officers, employees, officials and agents, from and against any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by Gloucester and/or its officers, employees, officials and agents arising from the execution, performance and existence of this Agreement.

(b) In addition to the other rights and remedies of the parties herein, Essex agrees to defend, indemnify and hold harmless Gloucester and its officers,

employees, officials and agents, from and against any and all liability and claims for damages or injury caused by, or resulting from, the negligent acts or omissions by Essex and/or its officers, employees, officials and agents arising from the execution, performance and existence of this Agreement.

19. **Insurance.** At all times during the term of this Contract, Essex 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, law enforcement, all-risk and comprehensive general liability insurance and medical coverage for each inmate with respect to the services to be performed pursuant to this Contract, and shall provide that Gloucester County be named as an additional insured. Essex County shall deliver to Gloucester County a certificate of such insurance prior to the commencement of services.
20. **Termination.** Either County may terminate this Agreement in writing upon notice to the other County: (i) without cause with not less than ninety (90) days advance notice; (ii) in the event of a material breach after thirty (30) days notice and an opportunity to cure; or (iii) as otherwise set forth in this Agreement. Termination shall take immediate effect upon failure of the Hospital to maintain its license, certification, or other necessary legal or regulatory qualification or upon bankruptcy or dissolution. Further, Gloucester may immediately terminate this Agreement upon the determination by its Warden or his designee that termination is necessary in order to protect the health, safety or welfare of its inmates or detainees, patients, visitors and/or employees. Likewise, Essex may immediately terminate this Agreement upon the determination by its Director of

the Department of Corrections or his designee that termination is necessary in order to protect the health, safety or welfare of its inmates or detainees, patients, visitors and/or employees.

21. **Autonomy.** Under this Agreement, both Gloucester and Essex shall continue to be autonomous and shall be governed independently by their respective governing bodies and administrations except insofar as this Agreement specifically states to the contrary. Neither County shall have the right or authority to create any obligation or responsibility, either express or implied, on behalf of or in the name of the other County, that is not set forth herein, or to bind the other County contractually in any manner whatsoever.
22. **Entire Agreement.** This Agreement contains the entire Agreement between the Counties. Any amendment or addendum to this Agreement must be in writing, must specifically refer to this Agreement and must be signed by both Counties.
23. **Non-Waiver.** Failure by either County to exercise any right or demand performance of any obligation under this Agreement shall not be deemed a waiver of such right or obligation.
24. **Non-Assignment.** Neither County may assign, delegate or otherwise transfer any of its rights or obligations under this Agreement without prior written consent of the other.
25. **Invalidity.** If any of the provisions of this Agreement are or become invalid to any extent, the other provisions of this Agreement shall not be effected thereby. In the event of invalidity of a provision, the parties hereto agree to accept a provision that reflects as closely as possible the intention of the invalid provision.

26. **Supersession.** This Agreement shall supersede any and all previous agreements covering the same subject matter between Gloucester and Essex.

IN WITNESS WHEREOF, the Agencies have executed this Agreement by their duly authorized representatives as set forth below.

ATTEST:

COUNTY OF GLOUCESTER

LAURIE J. BURNS,
CLERK OF THE BOARD

ROBERT DAMMINGER, DIRECTOR

ATTEST:

COUNTY OF ESSEX

DEBORAH DAVIS FORD,
CLERK OF THE BOARD

RALPH CIALLELA,
COUNTY ADMINISTRATOR

EXHIBIT A

EOGH Rates
Effective August 10, 2016

Exhibit A	Rates		
County Correctional Rates			
Inpatient Services:			
Hospital Rate (per diem)	\$2,800		
Observation (per diem)	\$2,200		
Outpatient Services:			
Clinic Visit (per visit) (ENT, Pulmo, Int Med, GYN, Ophtho, Ortho, Uro, Neuro, Renal)	\$400		
Emergency Room (Per Visit)	\$550		
Same Day Surgery (Per Case)	\$2,500		
MRI (without contrast)	\$450		
MRI (with contrast)	\$550		
CT (without contrast)	\$275		
CT (with contrast)	\$375		
Ultrasound (Per Unit)	\$200		
Dialysis Emergency Treatment (Per Treatment)	\$3,500		
All Other Outpatient Services (Default Rate)	\$400		
Note:			
Hospital Staffed Physicians will be reimbursed based on 100% of NJRRBYS			

State Regs. will apply if there is no prompt payment language in contract				
Outliers for patient that exceed Medicaid High Trim Point will be based on Medicaid formula				
Anesthesia, Specialist & Surgeons will bill separately and get reimbursed Medicare rates				

RESOLUTION AUTHORIZING EXECUTION OF GRANT AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF CHILDREN & FAMILIES, DIVISION OF FAMILY AND COMMUNITY PARTNERSHIPS FOR \$300,000.00 IN PREVENTION AND IN-HOME FAMILY PRESERVATION SERVICES FUNDING FROM JULY 1, 2017 TO JUNE 30, 2018

WHEREAS, the County of Gloucester desires to enter into a grant agreement with the New Jersey Department of Children and Families, Division of Family and Community Partnerships for the Abuse and Neglect Prevention and In-Home Family Preservation Services Grant; and

WHEREAS, the grant will provide state funding in the total amount of \$300,000.00 to prevent abuse and neglect and provide in-home family preservation services to eligible Gloucester County family, for a term of July 1, 2017 to June 30, 2018; and

WHEREAS, this funding was allocated to a County 501(c)3 not for profit agency thru a competitive contracting process using RFP-13-034.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to executed and the Clerk of the Board is authorized to attest to the execution of any and all documents relative to the acceptance of the Abuse and Neglect Prevention and In-Home Family Preservation Services Grant with the New Jersey Department of Children and Families, Division of Family and Community Partnerships, for the total amount of \$300,000.00, for a term from July 1, 2017 to June 30, 2018.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, June 7, 2017 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

GRANT REQUEST FORM

6-1

DATE: May 11, 2017

1. TYPE OF GRANT
 NEW GRANT X RENEWAL

2. GRANT TITLE: Prevention Services

3. GRANT TERM: FROM: 7/1/17 TO: 6/30/18

4. DATE APPLICATION DUE TO GRANTOR: 6/30/17

5. CFDA NUMBER: _____

6. STATE GRANT NUMBER: 18YTHP

7. COUNTY DEPARTMENT: Health and Human Services, Div. Human & Disability

8. DEPT. CONTRACT PERSON & PHONE NO. Rick Gaydos 384-6871

9. NAME OF FUNDING AGENCY: NJDCF Div. of Family & Community Partnership

10. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Funding to provide emergency food, prevention, case management and family preservation services to at-risk families of the County of Gloucester.

DID YOU READ THE GRANT AND UNDERSTAND ITS TERMS? Yes

11. INDIRECT COST (IC) RATE 0 %

12. IC CHARGED TO GRANT : \$ 0

13. FINANCIAL:	<u>REQUESTED</u>	<u>MANDATED</u>
GRANT FUNDS	\$ <u>300,000</u>	
CASH MATCH	\$ _____	
IN-KIND MATCH	\$ _____	(Attach Documentation)
(Attached Documentation)		
TOTAL PROGRAM BUDGET	\$ <u>300,000</u>	

14. TOTAL PROGRAM COST (GRANT REVIEW SHEET)

TOTAL SALARY & WAGES (a): \$ 0

TOTAL OTHER EXPENSES (b): \$ 300,000

TOTAL FRINGE (c): \$ 0

TOTAL PROGRAM COST (d): \$ 300,000

TOTAL GRANT FUNDING (e): \$ 300,000

TOTAL COUNTY FUNDING (f): \$ 0

DEPT. HEAD: Lisa Long (CMAA)
Signature

DATE: 5/11/2017

***PLEASE FORWARD ONE HARD COPIES AND ONE ELECTRONIC COPY OF THE FOLLOWING ITEMS TO YOUR ACCOUNTANT AT THE TREASURER'S OFFICE:

- GRANT REQUEST FORM
- GRANT REVIEW SHEET
- C-2 FORM
- GRANT APPLICATION
- RESOLUTION AND BLURB

***IF SIGNATURES ARE REQUIRED PLEASE HAVE THE NAME TYPED OUT AND FLAGGED.

***IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES.

BUDGET AMENDMENT FORM

DATE: May 11, 2017

1. GRANT TITLE: Prevention Services

2. DEPARTMENT: Health & Human Services, Div. of Human & Disability Services

3. FUNDING AGENCY CONTACT PERSON: Madeleine Myles

4. FUNDING AGENCY PHONE NUMBER: 856-772-0152 (Ext. 189)

5. GRANT AMOUNT: \$ 300,000

6. A. CASH MATCH AMOUNT: \$ _____
(Attach mandated documentation)

B. IN-KIND MATCH: \$ _____

C. MODIFICATION AMOUNT: \$ _____

D. NEW TOTAL: \$ 300,000

8. CONTRACT PERIOD: FROM: 7/1/17 TO: 6/30/18

9. HOW DOES COUNTY RECEIVE PAYMENT?:

MONTHLY: _____

QUARTERLY: _____

END OF CONTRACT: _____

ADVANCE: X

OTHER (EXPLAIN): _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES X NO _____
ARE THEY MONTHLY _____ QUARTERLY X END OF CONTRACT _____

LIST DATES REPORTS ARE DUE:

10/1/17, 1/1/18, 4/1/18, 7/1/18

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES X NO _____
 (IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING SENT OUT FOR RFP'S)
12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES X NO _____
EXPLAIN: This grant is funded by NJ Dept. of Children and Families. It's intent is to make up for the loss of Differential Response in 2012. The funding beyond June 30, 2018 is dependent on the Commissioner's intent for future funding.
13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR THE BUDGET RESOLUTION: Funding to provide emergency food, prevention, case management, and family preservation services to at risk residents of the County of Gloucester
14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
 YES _____ NO X

DEPARTMENT HEAD: Lisa Perry (CNSP)
 Signature

DATE: 5/11/2017

- ***WHEN SUBMITTING A BUDGET AMENDMENT REQUEST PLEASE INCLUDE:
- COMMITMENT LETTER
 - SIGNED CONTRACT AGREEMENT AS SOON AS IT IS AVAILABLE
 - BUDGET PAGE C-2 WITH EXPLANATIONS

*ONLY ONE HARD COPY OF THE BUDGET AMENDMENT REQUEST IS REQUIRED

Department: Health & Human Services
Grant Title: Prevention Planning Services

Salary and Wages Detail

List all Employees within the program
 insert more lines if necessary
 Highlighted cells are formulas and should not be changed

Fringe

Update the fringe rate if necessary
 2015 Fringe is 59.21% for PERS and 69.18% for Police and Fire

Name	Title	Salary	Fringe	Grant Funds	County Funds	Total Funds
Employee Name	Employee Title	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	59.21%	\$ -	\$ -	\$ -	\$ -
Employee Name	Employee Title	59.21%	\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -	\$ -
		(a)	(c)			

Other Expenses	Grant Funds	County Funds	Total OE
G-02-16-414-333-20298	\$ 165,000.00		\$ 165,000.00
G-02-16-414-333-20299	\$ 135,000.00	\$ -	\$ 135,000.00
Account Line Item #			\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
Account Line Item #		\$ -	\$ -
	\$ 300,000.00	\$ -	\$ 300,000.00
			(b)
	Grant	County	Total
Total Program Cost	\$ 300,000.00	\$ -	\$ 300,000.00
	(e)	(f)	(d)

Grant Funding History

	18-YTHP	17-YTHP	16-YTHP	15-YTHP	14-YTHP
S&W, Fringe	\$ -				
OE	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00
	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00	\$ 300,000.00

**2017 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

2017 Budget

20298 Prevention Services \$165,000

The above services shall be described as, but not limited to the following:

Rental Subsidies

Temporary rental assistance may be authorized to resolve imminent or actual homelessness by enabling families to meet their shelter costs. The projected number of rental subsidies granted should be indicated.

Rent/Mortgages

This shall consist of the projected number of payments to be made on behalf of a tenant or home owner to the landlord or to the financial institution holding the mortgage, for either past use of the property or current use.

Utilities

This shall consist of payments made on behalf of an individual and/or family for the current or past usage of any utilities (gas, electric, water, etc.) associated with the client's principal place of residence.

Emergency Food

This represents food provided to a client. It includes, but is not limited to food baskets, food bags and food vouchers. The projected number of meals (**Not baskets, bags, or vouchers**) is to be provided.

Emergency Crisis Counseling

Counseling directed to stabilizing the client's mental coping ability.

Emergency Medical or Dental Care

Provision of medical or dental care outside a hospital by a person qualified to render care.

Miscellaneous Service Expenses

Sundry expenses that support a child's permanency, well-being and safety for the purchase of, but not limited to, car seats, recreational memberships and/or heating and automotive repairs.

20299

Case Management Family Preservation Services

\$135,000

The above services shall be described as, but not limited to the following:

Case Management

The means by which social service agencies, through their direct care social service staff, address clients' needs through the development and management of a case plan. Case managers may provide, arrange and coordinate the delivery of appropriate services; monitor client/case progress; revise case planning as needed. Client involvement in the case plan is also managed through mutually established, goal-directed tasks with appropriate time frames.

Family Preservation Services

In home services program that provides family counseling, budgeting, parenting skills and crisis intervention services to families in their homes to prevent abuse, neglect and out of home placement of the children.

Form C-2

Department Code 3302

Submission Date _____

Department: Health & Human Services

Revision Date _____



**Schedule of Estimated Claims
Third Party Contract Summary Report - Page 1 of 2**

Provider Gloucester Co DHS/HSAC
 Division DFCP
 Contract 18YTHP
 Dates 7/1/2017 to 6/30/2018

Contract Characteristics

Reporting Requirements

- None
- Monthly
- Quarterly
- Other

Advance Payments

- None
- Monthly

Type of Contract

- Cost Related
- Non-Cost Related

Reimbursement Type

- Periodic Reported Expenditures
- Installments
- Provisional
- Fixed Rate

Account and CFDA Information	Amt.
1630-024 (Non-CFDA Acct)	\$300,000.00
Grand Total	\$300,000.00

Authorized Provider Signature

Date

Contract Supervisor Signature

Date



Schedule of Estimated Claims

Third Party Contract Summary Report - Page 2 of 2

Provider Gloucester Co DHS/HSAC
 Division DFCP
 Contract 18YTHP
 Dates 7/1/2017 to 6/30/2018

Original Contract Ceiling
\$300,000.00

Contract Modifications	
Mod 1	\$0.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00
	<u>\$0.00</u>

Total Contract Ceiling
\$300,000.00

Total Match Amount
\$0.00

Amended Contract Ceiling *
\$300,000.00

Payments by Month	
2017 July	\$25,000.00
2017 August	\$25,000.00
2017 September	\$25,000.00
2017 October	\$25,000.00
2017 November	\$25,000.00
2017 December	\$25,000.00
2018 January	\$25,000.00
2018 February	\$25,000.00
2018 March	\$25,000.00
2018 April	\$25,000.00
2018 May	\$25,000.00
2018 June	\$25,000.00
Grand Total	\$300,000.00

Payments by State Fiscal Year *		
2018 1630-024	\$300,000.00	
Grand Total	\$300,000.00	

* Please note, if this SEC contains mortgage repayment(s) those deductions are reflected.



Component
1
 Schedule of Estimated Claims
 Third Party Contracts

SEC version 8/22/2016

Provider Name Gloucester Co DHS/HSAC
 Component Name Prevention Planning Contract Administrator Madeleine Myles

Division DFCP Contract No 18YTHP Contract Start 7/1/2017 Contract End 6/30/2018

Type of Funding	<input checked="" type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	
	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	
	<input type="checkbox"/> 1-time Funding		
1630-024 (Non-CFDA Acct)			
Family Support PCP			
	Month	YY	Amount
Enter Mod # 1 thru 8 above.	Jul	17	\$25,000.00
If new or renewal leave blank	Aug	17	\$25,000.00
	Sep	17	\$25,000.00
	Oct	17	\$25,000.00
	Nov	17	\$25,000.00
	Dec	17	\$25,000.00
	Jan	18	\$25,000.00
	Feb	18	\$25,000.00
	Mar	18	\$25,000.00
	Apr	18	\$25,000.00
	May	18	\$25,000.00
	Jun	18	\$25,000.00
Match Required?			
<input checked="" type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$300,000.00

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	
	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	
	<input type="checkbox"/> 1-time Funding		
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	
	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	
	<input type="checkbox"/> 1-time Funding		
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	
	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	
	<input type="checkbox"/> 1-time Funding		
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	
	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	
	<input type="checkbox"/> 1-time Funding		
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	
	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	
	<input type="checkbox"/> 1-time Funding		
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	
	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	
	<input type="checkbox"/> 1-time Funding		
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	
	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	
	<input type="checkbox"/> 1-time Funding		
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Type of Funding	<input type="checkbox"/> Annualized	<input type="checkbox"/> Prorated	
	<input type="checkbox"/> Balance Forward	<input type="checkbox"/> Final Year	
	<input type="checkbox"/> 1-time Funding		
(enter Account with CFDA from drop-down)			
(enter Funding Source from drop-down)			
	Month	YY	Amount
Enter Mod # 1 thru 8 above.			
If new or renewal leave blank			
Match Required?			
<input type="checkbox"/> No			
<input type="checkbox"/> Yes			
0.0%	Total		\$0.00

Component Match Percentage	0.00%
Component Match Amount	\$0.00
Original Component Ceiling	\$300,000.00
Modifications to Component Ceiling	\$0.00
Total Component Ceiling	\$300,000.00
Mod 1	\$0.00
Mod 2	\$0.00
Mod 3	\$0.00
Mod 4	\$0.00
Mod 5	\$0.00
Mod 6	\$0.00
Mod 7	\$0.00
Mod 8	\$0.00

NOTES:



State of New Jersey

DEPARTMENT OF CHILDREN AND FAMILIES
SOUTHERN BUSINESS OFFICE – CN #720
4 ECHELON PLAZA, 1ST FLOOR
201 LAUREL ROAD
VOORHEES, NJ 08043

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ALLISON BLAKE, PH.D., L.S.W.
Commissioner

April 7, 2017

Ms. Lisa Cerny, Director
Gloucester County Department of Human Services
115 Budd Boulevard
Route 45 & Budd Boulevard
Woodbury, NJ 08096

Re: Contract # 18YTHP

Dear Ms. Cerny:

I am pleased to inform you that the Department of Children and Families (DCF), Division of Family & Community Partnerships (DFCP), will be renewing the contract with your agency. Your current contract will expire on June 30, 2017.

Enclosed is a contract renewal package that includes enclosed forms and/or mechanisms to obtain the Standard Language Agreement, Annex A, Schedule of Estimated Claims, Donor Agreement(s), Contract Renewal Checklist, Chapter 51, Business Associate Agreement, Affirmative Action Forms and the Notification of Licensed Public Accountant (NLPA). Contract forms including the Annex A and the Annex B (if applicable) are also available for downloading on the DCF Contract Website at <http://nj.gov/dcf/providers/contracting/forms/>. **Providers are encouraged to utilize the website and download the forms. Other documents that are specific to your agency may be scanned or prepared in a PDF format so that they may be transmitted through the email system.**

As you are aware, DCF receives State funds for this contract through State appropriations – typically through the annual appropriations act. Because we are sending out your renewal package prior to the new state fiscal year the funding level in the renewal package is dependent on the budget for the State fiscal year which begins on July 1, 2017. The contract Standard Language Document contains a provision making it contingent upon the availability of funds to DCF. Whether funds are available to DCF will be determined by DCF in its sole discretion. In the event that appropriations

to DCF are not sufficient to fund all of our services and programs, DCF, in its sole discretion, may determine to reduce the amount of services or discretion. In the event that appropriations to DCF are not sufficient to fund all of our services and programs, DCF, in its sole discretion, may determine to reduce the amount of services or funding to be provided under this contract(s) or to terminate the contract(s) pursuant to the contract terms.

This letter is being made a part of the above referenced contract renewal package. Please countersign below and return this letter to your contract administrator.

You will find below important information regarding your contract renewal packet.

State Law PL2001, c.134

This law requires that all contractors and sub-contractors with state, county and municipal agencies provide proof of registration with the Department of Treasury, Division of Revenue. Please include proof of your business registration with your renewal package. Information regarding proof of registration can be found at www.state.nj.us/treasury/revenue/proofreg.htm.

Audit Requirements

1. Submit the completed Notification of Licensed Public Accountant (NLPA), with your renewal package. The NLPA form can be found at www.state.nj.us/dcf/contract. The auditor's license must be attached to the completed NLPA.
2. Within 120 days after the close of your current contract, submit your agency's audit report to: Department of Children and Families, Office of Auditing and Contract Negotiations, PO Box 729, Trenton, NJ 08625-0729. Send a copy of the audit report to your assigned contract administrator.
3. Make certain that all information supplied applies to your agency's *current* contract, not the renewal contract.
4. For more information, please refer to the DCF Audit Requirements Policy, DCF.P7.06-2007 at: www.state.nj.us/dcf/contract.

Business Associates Agreement (HIPAA)

If applicable to your contract, included with this contract renewal packet is a copy of the Business Associates Agreement. Under the Federal Health Insurance Portability and Accountability Act of 1996 (HIPAA), DCF, as a covered entity, is required to establish a formal Business Associates Agreement with contract providers who share or disclose protected health information. Please sign and return the Business Associate Agreement with your contract renewal package.

Public Law 2005, Chapter 51

The Public Law 2005, Chapter 51 is required for all for-profit providers and for individual providers. The law requires the certification and disclosure of certain political contributions and the subsequent ineligibility of the contracted provider to do business with the State of New Jersey if the contract exceeds \$17,500 and a political contribution has been made.

1. Chapter 51 documents must be completed and signed and returned with the renewal package.
2. Please note that contracts cannot be renewed without the inclusion of these documents.
3. If an agency has more than one contract, this paperwork must be completed for each contract.
4. Information on Chapter 51 and the aforementioned related forms can be obtained from the Department of Treasury website at www.nj.gov/treasury/purchase/execorder134.htm.

Certificate of Employee Information Report

Under NJSA 10:5-31, Et.Seq (NJAC 17:27), a Certificate of Employee Information Report is required before the awarding of social service contract funding. Please include the Certificate of Employee Information Report with your renewal packet. Provider agencies can obtain this certificate by completing and submitting an Employee Information Report to the Department of Treasury, Division of Contract Compliance and Equal Employment Opportunity. The Employee Provider Report form and instructions can be found on the Treasury website at: www.nj.gov/treasury/contract_compliance.

Proof of Insurance

Proof of adequate insurance coverage is required. Please submit with the renewal packet a copy of the insurance declaration page(s) showing the amounts and types of insurance. The "State of New Jersey" must be named as the additional insured (followed by the name of the departmental component and its mailing address). Also, bonding certificates/insurance must be submitted. Please refer to the Standard Language Document ([DCF.P2.01](#)) for more information.

Please return all requested materials to me by May 15, 2017. Be mindful that funding cannot be released until all contract documents are executed. Therefore, you should endeavor to submit all the required renewal package documents in a timely manner. If you anticipate your renewal will be late, be certain to contact me immediately.

If you have any questions concerning the renewal process, please contact me at (856) 772-1549 x1029.

Thank you for your service to the children and families of New Jersey.

Sincerely,



Contract Administrator 2
Southern Business Office

I agree to the terms of this letter. This letter is made a part of the contract listed above.

Agency
Gloucester County Board of
Chosen Freeholders

Robert M. Damminger
Freeholder Director

Date

Enclosures

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

STANDARD LANGUAGE DOCUMENT
FOR SOCIAL SERVICE AND TRAINING CONTRACTS

This CONTRACT is effective as of the date recorded on the signature page between the Department and the Provider Agency identified on the signature page.

WHEREAS the New Jersey Department of Children and Families (the "Department") has been duly designated under the authority of N.J.S.A. 30:1A-1, 30:1-11, 30:1-12, and 30:1-20 to administer or supervise the administration of social service and training programs and has, in turn, designated the Departmental Component to be directly responsible for the funding, implementation and administration of certain social service and training programs, including the program(s) covered by this Contract; and

WHEREAS the Department desires that the Provider Agency provide services and the Provider Agency has agreed to provide services in accordance with the terms and conditions contained in this Contract;

THEREFORE, the Department and the Provider Agency agree as follows:

I. DEFINITIONS

For the purposes of this document, the following terms, when capitalized, shall have meanings as stated:

Additional Named Insured means an endorsement to an insurance policy extending the coverage to the State of New Jersey against loss in accordance with the terms of the policy. Naming the State as an additional named insured permits the Department to pay the premium should the named insured fail to do so.

Annex(es) means the attachment(s) to this document containing programmatic and financial information.

Contract means one of the Department's social service or training Contracts with a Provider Agency. Terms and conditions of the Contract are included in the Standard Language Document, Annex(es), appendices, attachments and Contract Modifications (including any approved assignments and subcontracts) and supporting documents. The Contract constitutes the entire binding agreement between the Department and the Provider Agency.

Department means the New Jersey Department of Children and Families. It means, where appropriate from the context, the Division, Commission, Bureau, Office, Unit or other designated component of the Department of Children and Families responsible for the administration of particular Contract programs.

Departmental Component means the Division, Bureau, Commission, Office or other Unit within the Department responsible for the negotiation, administration review, approval, and monitoring of certain social service or training Contracts.

Expiration means the cessation of the Contract because its term has ended.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

Notice means an official written communication between the Department and the Provider Agency. All Notices shall be delivered in person or by certified mail, return receipt requested, and shall be directed to the persons and addresses specified for such purpose in the Annex(es) or to such other persons as either party may designate in writing.

The Notice shall also be sent by regular mail and shall be presumed to have been received by the addressee five days after being sent to the last address known by the Department.

Provider Agency (also Provider) means the public or private organization which has a social service or training Contract with the Department.

Termination means an official cessation of this Contract, prior to the expiration of its term that results from action taken by the Department or the Provider Agency in accordance with provisions contained in this Contract.

II. BASIC OBLIGATIONS OF THE DEPARTMENT

Section 2.01 Payment. As established in the Annex(es), payment for Contract services delivered shall be based on allowable expenditures or the specified rate per unit of service delivered. Such payment(s) shall be authorized by the Department in accordance with the time frames specified in the Annex(es). Total payments shall not exceed the maximum Contract amount, if any, specified in the Annex(es). All payments authorized by the Department under this Contract shall be subject to revision on the basis of an audit or audits conducted under Section 3.13 Audit or on the basis of any Department monitoring or evaluation of the Contract.

Section 2.02 Referenced Materials. Upon written request of the Provider Agency, the Department shall make available to the Provider Agency copies of federal and State regulations and other material specifically referenced in this document.

III. BASIC OBLIGATIONS OF THE PROVIDER AGENCY

Section 3.01 Contract Services. The Provider Agency shall provide services to eligible persons in accordance with all specifications contained in this Contract.

Section 3.02 Reporting. The Provider Agency shall submit to the Department programmatic and financial reports on forms provided by the Department and within the stated time parameters. The reporting frequency and due date(s) are specified and sample forms to be used are included in the Annex(es), or otherwise made available by the Departmental Component.

Section 3.03 Compliance with Laws. The Provider Agency agrees in the performance of this Contract to comply with all applicable federal, State and local laws, rules and regulations (collectively, "laws"), including but not limited to the following:

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

- a. State and local laws relating to licensure; federal and State laws relating to safeguarding of client information;
- b. The federal Civil Rights Act of 1964 (as amended);
- c. P.L. 1975, Chapter 127, of the State of New Jersey (N.J.S.A. 10:5-31 et seq.) and associated executive orders pertaining to affirmative action and nondiscrimination in public contracts;
- d. The New Jersey Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.)
- e. The federal Equal Employment Opportunity Act;
- f. Section 504 of the federal Rehabilitation Act of 1973 pertaining to non-discrimination on the basis of handicap, and regulations thereunder;
- g. The Americans With Disabilities Act (ADA), 42 U.S.C. 12101 et seq.; and
- h. Drug-Free Workplace Act of 1988: 45 CFR Part 76, Subpart, F. Sections 76.630(c) and (d)(2) and 76.645(a)(1) and (b)

Failure to comply with the laws, rules and regulations referenced above shall be grounds for Termination of this Contract for cause.

If any provision of this Contract shall conflict with any federal or State law(s) or shall have the effect of causing the State to be ineligible for federal financial participation in payment for Contract services, the specific Contract provision shall be considered amended or nullified to conform to such law(s). All other Contract provisions shall remain unchanged and shall continue in full force and effect.

Section 3.04 Business Associate Agreements and State Confidentiality Statues. DCF is a covered entity pursuant to the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C.A. §1320d et seq. (HIPAA); 45 CFR Parts 160 and 164. Before a Provider Agency obtains or is permitted to access, to create, maintain or store Protected Health Information (PHI) as part of its responsibility under this Contract, the Provider Agency shall first execute a Department of Children and Families Business Associate Agreement (BAA). A Provider Agency, whose work under this Contract does not involve PHI is not required to execute a BAA. DCF shall have the sole discretion to determine when a Provider Agency's work will involve PHI. Protected Health Insurance shall have the same meaning as in 45 CFR 160.103.

Provider Agencies that enter any subcontract where the work for the subcontract involves an individual's PHI shall require its subcontractor to execute a BAA that meets all the

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

requirements of HIPAA, including those in 45 CFR 164.504(e). A standard form of BAA is available for a Provider Agency's use from the Department. If the BAA is breached by the Provider Agency, or its subcontractor, the Provider Agency shall notify the Department within 24 hours of the breach. The Department may, in its sole discretion and at any time, request a BAA compliance audit or investigation of the Provider Agency or its subcontractor with which the Provider Agency has entered into a BAA. The Provider Agency shall cooperate with all Department requests for a BAA compliance audit and/or investigation and shall require that its subcontractor cooperate with all Departmental requests for BAA compliance audits and investigations.

In addition to the confidentiality requirements of HIPAA, if applicable, a Provider Agency shall maintain the confidentiality of all certificates, applications, records and reports ("Records") that directly or indirectly identify any individual and shall not disclose these Records except where disclosure is consistent with applicable Department statute and regulations and the BAA, if any.

Section 3.05 Business Registration.

NOTE: This section does not apply to governmental agencies or non-profit organizations.

The Provider Agency must have a valid Business Registration Certificate (BRC) issued by the Department of Treasury, Division of Revenue prior to the award of a contract in accordance with N.J.S.A. 52:32-44(b). No State Agency may Contract with a Provider Agency if the Provider has not filed for its incorporation papers or filed its annual business registration. Furthermore, no Provider Agency that Contracts with the Department shall enter into any subcontract unless the subcontractor can demonstrate that it is incorporated in the State of New Jersey and its annual business registration is current, and follows the provisions prescribed in this Standard Language Document. Failure to comply with this paragraph or the above-referenced citation will result in cause for the Department to Terminate this Contract.

Section 3.06 Set-Off for State Tax and Child Support. Pursuant to N.J.S.A. 54:49-19, if the Provider is entitled to payment under the Contract at the same time as it is indebted for any State tax (or is otherwise indebted to the State) or child support, the State Treasurer may set off that payment by the amount of the indebtedness.

Section 3.07 Source Disclosure. N.J.S.A. 52:34-13.2, that codified Public Law 2005, c.92 and Executive Order 129, requires when submitting a Request for Proposals and/or Contract, the Provider Agency shall submit as part of their proposal and/or Contract Certification listing where their contracted services will be performed and if the contracted services, or any portion thereof, will be subcontracted and where any subcontracted services will be performed.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

Any changes to the information submitted in the Source Disclosure Certification during the term of the Contract must be immediately reported to the Director of the Division of Purchase and Property and to the Departmental Component within the Department for whom the contracted services are being performed. A Provider that shifts its activities outside the United States and its constituent Commonwealths and territories without prior written affirmation by the Director attesting to the fact that extraordinary circumstances required the shift or that the failure to shift the services would result in the infliction of economic hardships to the State of New Jersey, shall be deemed to be in breach of Contract which would be subject to Termination by the Department.

Section 3.08 Provider Certification and Disclosure of Political Contributions.

NOTE: Non-profit organizations are exempted from the requirements of Section 3.08.

N.J.S.A. 19:44A-20.13 to 19:44A-20.25, that codified Public Law 2005, Chapter 51 and Executive Order 134, and Executive Order 117, requires that any for-profit agency that seeks or contracts to provide services in the amount of \$17,500 or more must submit to the Department the Certification and Disclosure of Political Contribution forms. This form includes a certification that the business entity has not, during certain specified time frames, solicited or made any contribution of money, pledge of reportable contributions, including in-kind contributions, to any candidate committee and/or election fund of the Governor or Lieutenant Governor, any legislative leadership committee or any State, county or municipal political party committee. The form also requires disclosure of any of the above-referenced reportable contributions made by the business entity, its principals, officers, partners, directors, spouses, civil union partners and resident children.

If awarded a Contract, the Provider will, on a continuing basis, continue to report any Contribution it makes during the term of the Contract, and any extension(s) thereof. Failure to do so will result in Termination of the Contract and could result in the debarment from public contracting of the Provider for a period of up to five years.

Section 3.09 Contract Certification and Political Contribution Disclosure Form. The Provider Agency is advised of its responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to P.L. 2005, c.271, section 3 if the Provider Agency receives Contracts in excess of \$50,000 from a public entity in a calendar year. It is the Provider Agency's responsibility to determine if filing is necessary. Failure to so file can result in the imposition of financial penalties by ELEC. Additional information about this requirement is available from ELEC at (888) 313-3532 or at www.elec.state.nj.us/

Section 3.10 Equal Employment Opportunity. Pursuant to N.J.S.A. 10:5-31 *et seq.*, N.J.A.C. 17:27, during the performance of this Contract, the Provider Agency agrees as follows:

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

- a. The Provider Agency and any subcontractor(s) will not discriminate against any client, employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- b. Except with respect to affectional or sexual orientation and gender identity or expression, the Provider will take affirmative action to ensure that such applicants are recruited and employed by DCF contracted agencies.
- c. The Provider Agency will ensure that equal opportunity is afforded to all employees in recruitment and employment, and that all employees are treated equally during employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity, disability, nationality or sex. Such action shall include, but not be limited to the following:
 - Employment;
 - Upgrading;
 - Demotion, or transfer;
 - Recruitment or recruitment advertising;
 - Layoff or termination;
 - Rates of pay or other forms of compensation; and
 - Selection for training, including apprenticeship.
- d. The Provider Agency agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.
- e. The Provider Agency and subcontractor(s), in all solicitations or advertisements for employees placed by or on behalf of the Provider shall state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.
- f. The Provider Agency and subcontractor(s) will send a notice to each labor union or representative with which it has a collective bargaining agreement, other contract, or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the Provider's commitments under this act and shall post copies of the notices in conspicuous places available to employees and applicants for employment.
- g. The Provider Agency and subcontractor(s) agree to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A.10:5-31 et seq. as amended and supplemented from time to time and the Americans with Disabilities Act.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

- h. The Provider Agency or subcontractor agrees to make a good faith attempt to employ minority and female workers consistent with the applicable county employment goals prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Division of Contract Compliance & EEO pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time.
- i. The Provider Agency or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.
- j. The Provider Agency or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable State and federal law and applicable State and federal court decisions.
- k. The Provider Agency and subcontractor agree to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable federal law and applicable federal court decisions.
- l. The Provider Agency and its subcontractors shall furnish such reports or other documents to the Department from time to time in order to carry out the purposes of these regulations, and the Department shall furnish such information to the Department of Treasury, Division of Contract Compliance and EEO, as may be requested by the DCF for conducting a compliance investigation pursuant to Subchapter 10 of N.J.A.C.17:27.

Section 3.10.1 Anti-Discrimination Provisions. Pursuant to N.J.S.A. 10:2-1, during the performance of this Contract, the Provider Agency agrees as follows:

- a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

- b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$ 50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

Section 3.11 Department Policies and Procedures. In the administration of this Contract, the Provider Agency shall comply with all applicable policies and procedures issued by the Department including, but not limited to, the policies and procedures contained in the Department's Contract Reimbursement Manual (as from time to time amended) and the Department's Contract Policy and Information Manual (as from time to time amended). Failure to comply with these policies and procedures shall be grounds to Terminate this Contract.

Section 3.12 Financial Management System. The Provider Agency's financial management system shall provide for the following:

- a. Accurate, current and complete disclosure of the financial results of this Contract and any other contract, grant, program or other activity administered by the Provider Agency;
- b. Records adequately identifying the source and application of all Provider Agency funds and all funds administered by the Provider Agency. These records shall contain information pertaining to all contract and grant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays and income;

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

- c. Effective internal control structure over all funds, property, and other assets. The Provider Agency shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes;
- d. Comparison of actual outlays with budgeted amounts for this Contract and for any other contract, grant, program or other activity administered by the Provider Agency;
- e. Accounting records supported by source documentation;
- f. Procedures to minimize elapsed time between any advance payment issued and the disbursement of such advance funds by the Provider Agency; and
- g. Procedures consistent with the provisions of any applicable Departmental policies and procedures for determining the reasonableness, allowability, and allocability of costs under this Contract.

Section 3.13 Audit. The Department requires submission of the Provider Agency's annual organization-wide audit. Non-compliance is grounds for Termination.

Audits shall be conducted in accordance with the Federal Single Audit Act of 1984, generally accepted auditing standards as specified in the Statements on Auditing Standards issued by the American Institute of Certified Public Accountants and Government Auditing Standards issued by the Comptroller General of the United States.

At any time during the Contract term, the Provider Agency's overall operations, its compliance with specific Contract provisions, and the operations of any assignees or subcontractors engaged by the Provider Agency under Section 5.02 Assignment and Subcontracts may be subject to audit or review by the Department, by any other appropriate unit or agency of State or federal government, and/or by a private firm or firms retained or approved by the Department for such purpose.

Whether or not such audits are conducted during the Contract term, a final financial and compliance audit of Contract operations, including the relevant operations of any assignees or subcontractors, may be conducted after Contract Termination or Expiration. The Provider Agency is subject to audit up to four years after Termination or Expiration of the Contract. If any audit has been started but not completed or resolved before the end of the four year period, the Provider Agency continues to be subject to such audit until it is completed and resolved.

The Provider Agency shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

records shall be made available to the New Jersey Office of the State Comptroller upon request.

Section 3.14 Federal Davis-Bacon Act and New Jersey Prevailing Wage Act. Any Department Contract containing federal funds in excess of \$2,000 utilized for the construction, alteration, renovation, repair, or modification of public works or public buildings to which the federal government is a party or any Contract for similar work on public works financed with federal funds must comply with the federal Davis-Bacon Act, 40 U.S.C. section 276a et seq. The Davis-Bacon Act requires that the Provider must pay the prevailing wages to each designated worker class engaged under the Contract at wage rates determined by the U.S. Secretary of Labor.

Any subsequent Provider Agency, Contract, or subcontract for any public work in excess of \$2,000 State funds of which the Department is a party shall comply with the N.J. Prevailing Wage Act, N.J.S.A. 34:11-56.27. Such Contracts or subcontracts shall contain a provision stating that the prevailing wage rate, as designated by the New Jersey Commissioner of Labor, must be paid to all designated classes of workers employed through said Contracts or subcontracts. The Provider Agency must determine if the New Jersey Prevailing Wage Act applies and follow all directives per N.J.S.A. 34:11-56 et seq.

Section 3.15 Contract Closeout. The Provider Agency shall comply with all requirements of Department Policy: DCF.P7.01 Contract Closeout. This includes the prompt submittal of the final Report of Expenditures and any other financial or programmatic reports required by the Department. All required documentation is due within 120 days of Contract Expiration or Termination.

IV. TERMINATION

The Department may Terminate or suspend this Contract in accordance with the sections listed below.

Section 4.01 Termination for Convenience by the Department or Provider Agency. The Department or Provider Agency may Terminate this Contract upon 60 Days written advance Notice to the other party for any reason whatsoever.

The parties expressly recognize and agree that the Department's ability to honor the terms and conditions of this Contract is contingent upon receipt of federal funds and/or appropriations of the State legislature. If during the term of this Contract, therefore, the federal and/or the State government reduces its allocation to the Department, the Department reserves the right, upon Notice to the Provider Agency, to reduce or Terminate the Contract.

Section 4.02 Default and Termination for Cause. If the Provider Agency fails to fulfill or comply with any of the terms or conditions of the Contract, in whole or in part, the

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

Department may by Notice place the Provider Agency in default status, and take any action(s) listed in accordance with Department Policy DCF.P9.05, Contract Default. Notice shall follow the procedures established in the policy.

The above notwithstanding, the Department may immediately upon Notice Terminate the Contract prior to its expiration, in whole or in part, whenever it is determined that the Provider Agency has jeopardized the safety and welfare of the Department's clients, materially failed to comply with the terms and conditions of the Contract, or whenever the fiscal or programmatic integrity of the Contract has been compromised. The Notice of Termination shall state the reason for the action(s); the Provider Agency's informal review options, time frames, and procedures; the effective date of the Termination; and the fact that a request for a review of the decision for action(s) does not preclude the determined action(s) from being implemented.

Section 4.03 Termination Settlement. When a Contract is terminated under any section of Section IV or policy DCF.P9.05, Contract Default, the Provider Agency shall be prohibited from incurring additional obligations of Contract funds. The Department may allow costs which the Provider Agency could not reasonably avoid during the Termination process to the extent that said costs are determined to be necessary and reasonable.

The Provider Agency and Department shall settle or adjust all accounts in a manner specified by the Department and shall be subject to a final audit under Section 3.13 Audit.

V. ADDITIONAL PROVISIONS

Section 5.01 Application of New Jersey Law. This Contract shall be governed, construed and interpreted in accordance with the laws of the State of New Jersey including the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the Law Against Discrimination (LAD) (N.J.S.A. 10:5-1 et seq.).

Section 5.02 Assignment and Subcontracts. This Contract, in whole or in part, may not be assigned by the Provider Agency or assumed by another entity for any reason including but not limited to changes in the corporate status of the Provider Agency, without the prior written consent of the Department. Upon prior written notice of a proposed assignment, the Department may:

- a. Approve the assignment and continue the Contract to term;
- b. Approve the assignment conditioned upon the willingness of the assignee to accept all contractual modifications deemed necessary by the Department; or
- c. Disapprove the assignment and either terminate the Contract or continue the Contract with the original Provider Agency.

The Provider Agency may not subcontract any of the services that it has committed to perform or provide pursuant to this Contract without the prior written approval of the

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

Department. Such consent to subcontract shall not relieve the Provider Agency of its full responsibilities under this Contract. Consent to the subcontracting of any part of the services shall not be construed to be an approval of said subcontract or of any of its terms, but shall operate only as an approval of the Provider Agency's request for the making of a subcontract between the Provider Agency and its chosen subcontractor. The Provider Agency shall be responsible for all services performed by the subcontractor and all such services shall conform to the provisions of this Contract.

Section 5.03 Client Fees. Other than as provided for in the Annex(es) and/or Departmental Component specific policies, the Provider Agency shall impose no fees or any other types of charges of any kind upon recipients of Contract services.

Section 5.04 Indemnification. The Provider Agency shall assume all risk of and responsibility for, and agrees to indemnify, defend and hold harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs, and expenses in connection therewith on account of the loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from (1) the work, service or materials provided under this Contract; or (2) any failure to perform the Provider's obligations under this Contract or any improper or deficient performance of the Provider's obligations under this Contract. This indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in this Contract.

Furthermore, the provisions of this indemnification clause shall in no way limit the obligations assumed by the Provider under this Contract, nor shall they be construed to relieve the Provider from any liability nor preclude the State of New Jersey, its Agencies, and/or the Department of Children and Families from taking any other actions available to them under any other provisions of this Contract or otherwise in law.

Section 5.05 Insurance. The Provider Agency shall maintain adequate insurance coverage. The State shall be included as an Additional Named Insured on any insurance policy applicable to this Contract. Should the Provider Agency fail to pay any premium on any insurance policy when due, the Department may Terminate the Contract for Cause.

Section 5.06 Modifications and Amendments. If both parties to this Contract agree to amend or supplement this Contract, any and all such amendments or supplements shall be in writing and signed by both parties. The amendment or supplement shall incorporate the entire Contract by reference and will not serve to contradict, amend, or supplement the Contract except as specifically expressed in the amendment or supplement.

Section 5.07 Statement of Non-Influence. No person employed by the State of New Jersey has been or will be paid any fee, commission, or compensation of any kind or granted any gratuity by the Provider Agency or any representative thereof in order to influence the awarding or administration of this Contract.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

Section 5.08 Exercise of Rights. A failure or a delay on the part of the Department or the Provider Agency in exercising any right, power, or privilege under this Contract shall not waive that right, power, or privilege. Moreover, a single or a partial exercise shall not prevent another or a further exercise of that or of any other right, power or privilege.

Section 5.09 Recognition of Cultural Sensitivity. The Provider Agency agrees in the performance of this Contract to be sensitive to the needs of the minority populations (as described in section 3.10a of this policy) of the State of New Jersey. This sensitivity includes the employment, if possible, of a culturally diverse staff that can communicate with, and be representative of the entire community it serves.

The Provider Agency shall make programs linguistically appropriate and culturally relevant to underserved minority groups within the community. Appropriate accommodations for services shall be developed and maintained for those minority individuals who are deprived of reasonable access to those services due to language barriers or ethnic, affectional, and cultural differences. In addition, Provider Agencies shall make certain that all programs and services are reflective of the demographic needs of the community, while providing all minorities (as described in section 3.10a of this policy) the opportunity to experience any and all available social services irrespective of their ethnic, affectional, or cultural heritage.

Section 5.10 Copyrights. The Department of Children and Families reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use any work or materials developed under a Department or federally funded Contract or subcontract. The Department also reserves the sole right to authorize others to reproduce, publish, or otherwise use any work or materials developed under said Contract or subcontract.

Section 5.11 Successor Contracts. If an audit or Contract closeout reveals that the Provider Agency has failed to comply with the terms and/or conditions of this Contract, the Department reserves the right to make all financial and/or programmatic adjustments it deems appropriate to any other Contract entered into between the Department and the Provider Agency.

Section 5.12 Sufficiency of Funds. The Provider Agency recognizes and agrees that both the initial provision of funding and the continuation of such funding under the Contract is expressly dependent upon the availability to the Department of funds appropriated by the State Legislature from State and/or Federal revenue or such other funding sources as may be applicable. A failure of the Department to make any payment under its Contract with the Provider Agency or to observe and adhere to its performance obligation under the Contract as a result of the failure of the Legislature to appropriate the funds necessary to do so shall not constitute a breach of the Contract by the Department or default thereunder and the Department shall not be held financially liable therefore. In addition, future funding shall not be anticipated from the Department beyond the duration of the Contract with the

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

Provider Agency and in no event shall the Contract be construed as a commitment by the Department to expend funds beyond the Termination date set therein.

Section 5.13 Collective Bargaining. State and federal law allows employees to organize themselves into a collective bargaining unit.

Funds provided under this Contract shall not be utilized to abridge the rights of employees to organize themselves into a collective bargaining organization or preclude them from negotiating with Provider Agency management. Funds may be utilized for legitimate and reasonable management purposes at the direction of the Provider Agency during the process of collective bargaining organization.

Section 5.14 Independent Employer Status. Employees of Provider Agencies that Contract with the Department of Children and Families are employees of the Provider Agency, not the State.

In accordance with the National Labor Relations Act, 29 U.S.C.A. 152(2) and State law, N.J.S.A. 34:13A-1 et seq., Provider Agencies are independent, private employers with all the rights and obligations of such, and are not political subdivisions of the Department of Children and Families.

As such, the Provider Agency acknowledges that it is an independent Provider, providing services to the Department of Children and Families, typically through a contract-for-services agreement. As independent contractors, Provider Agencies are responsible for the organization's overall functions that include the overseeing and monitoring of its operations, establishing the salary and benefit levels of its employees, and handling all personnel matters as the employer of its workers. This is also inclusive of any travel allocations the Provider Employee pays to its employees.

The Provider Agency acknowledges its relationship with its employees as that of employer. While the Department has an adjunct role with Provider Agencies through regulatory oversight and ensuring contractual performance, the Provider understands that the Department is not the employer of a Provider Agency's employees.

The Provider Agency further acknowledges that while the Department reimburses Provider Agencies for all allowable costs under the Contract, this funding mechanism does not translate into the Department being responsible for any of the elements of any collective bargaining agreements into which Provider Agencies may enter. Moreover, each Provider Agency understands that it is responsible for funding its own programs and is not limited to the amount of funding provided by the Department, and, in fact, is encouraged to solicit non-State sources of funding, whenever possible.

Section 5.15 Executive Order No. 189. Executive Order No. 189 establishes the expected standard of responsibility for all parties that enter into a Contract with the State of New

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

Jersey. All such parties must meet a standard of responsibility that assures the State and its citizens that such parties will compete and perform honestly in their dealings with the State and avoid conflicts of interest.

In compliance with Paragraph 3 of Executive Order No. 189, no Provider Agency shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b and e, in the Department of the Treasury or any other agency with which such Provider Agency transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i, of any such officer or employee, or any partnership, firm, or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any State officer or employee or special State officer or employee from any Provider Agency shall be reported in writing forthwith by the Provider Agency to the Attorney General and the Executive Commission on Ethical Standards.

No Provider Agency may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such Provider Agency to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

No Provider Agency shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

No Provider Agency shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the Provider Agency or any other person.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

The provisions cited above shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with Provider Agencies under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate.

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

CONTRACT SIGNATURES AND DATES

The terms of this Contract have been read and understood by the persons whose signatures appear below. The parties agree to comply with the terms and conditions of the Contract set forth on the preceding pages in Articles I through Article V, and any related Annexes.

This Contract contains 17 pages and is the entire agreement of the parties. Oral evidence tending to contradict, amend or supplement the Contract is inadmissible; the parties having made the Contract as the final and complete expression of their agreement.

BY: _____
(Signature)

Robert M. Damminger

(Type)

TITLE: Freeholder Director

(Type)

BY: _____
(Signature)

Juanita Byrd

(Type)

TITLE: Business Manager / SBO

(Type)

PROVIDER AGENCY: Gloucester County HSAC

DEPARTMENTAL COMPONENT: DCF

DATE: _____

DATE: _____

Contract Effective Date: July 1, 2017

Contract Expiration Date: June 30, 2018

Contract Number: 18YTHP

Contract Ceiling: \$300,000

Federal ID#: 21-6000660

Provider Contact Individual: Rick Gaydos

Annex A
PROGRAM NAME AND SERVICE DELIVERY INFORMATION
Section 2.1

Agency Name	Gloucester County D.H.S./HSAC			Component Ceiling	\$300,000.00
Contract Number	18YTHP	CMS Record #	1	Contract Period	7/1/17-6/30/18
Program Name	Prevention Planning-SEC				
Service Category	Planning/Management and Infrastructure (H)				
Service Type	Social Service Planning (1)				
Sub-Service Type	Resource Development (b)				
Geographic Area Served (Statewide, County, etc.)	Gloucester County				
Targeted Age Group From:	0	Thru	99	Targeted Gender	Both
				Target Population	Families
Language(s) Spoken	English and Spanish				
Site Address (Primary Site, if multiple)	P.O. Box 337			Access to Public Transportation?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
City, State, Zip	Woodbury, NJ 08096			Site Phone	856-384-6870
Referral Contact (RC)	Kate Read (Robin's Nest)			RC Phone	856-881-8689
Referral Contact E-Mail	kread@robinsnestinc.org			RC Fax	856-881-5508
Program Director	Niurca Louis				
Program Director Phone	856-881-8689 ext. 109			Program Director Fax	856-881-8689
Program Director E-Mail	nlouis@robinsnestinc.org				
NJ SPIRIT Resource ID #	11602795			Medicaid Provider #	
Payment Type	Schedule of Estimated Claims	Rate (if applicable)	N/A	Unit Type	Individual Families Serve
Contract Administrator (CA)	Magdalena Myles			CA Phone	856-772-1549 x1029
Contract Administrator E-Mail	Magdalena.Myles@dcf.state.nj.us				

1. Provide a brief overview of the program component service(s):

(*Be sure to include specialty and any exclusionary criteria as applicable.)

(*See the Annex A Program Narrative for additional details that are not addressed in the brief program component services overview below.)

Case Management and Family Preservation Services will provide coordinated, community-based, family-friendly, culturally responsive and strength-based voluntary services to enrich the family unit and address the underlying problems of Gloucester County families that are experiencing challenges or have needs that threaten family stability.

2. Referral Required: Yes (if "yes" please select referral method from options provided below) No

Referral Method(s):

DCP&P Local Office Resource Development Specialist (RDS) or Gatekeeper

DCSOC Contract System Administrator (CSA)

Other (Describe):

Annex A
PROGRAM NAME AND SERVICE DELIVERY INFORMATION
Section 2.1

***If applicable, attach a list of all site addresses on a separate sheet at time of renewal. It is noted that this could change during the course of the contract term. The Contract Administrator is to be notified immediately of any changes to the site address.*

Agency Name	Gloucester County D.H.S./HSAC		
Contract Number	18YTHP	Contract Period	7/1/17-6/30/18
Program Name	Prevention Planning-SEC	CMS Record #	1
Additional Site 1 Information			
Referral Contact (RC)	Kate Read	RC Phone	856-881-8689
Referral Contact E-Mail	kread@robinsnestinc.org	RC Fax	856-881-5508
Site Address	110 East High St.		
City, State, Zip	Glassboro, NJ 08028		
Site Phone #	856-347-4338		
NJ SPIRIT Resource ID #			
Additional Site 2 Information			
Referral Contact (RC)		RC Phone	
Referral Contact E-Mail		RC Fax	
Site Address			
City, State, Zip			
Site Phone #			
NJ SPIRIT Resource ID #			
Additional Site 3 Information			
Referral Contact (RC)		RC Phone	
Referral Contact E-Mail		RC Fax	
Site Address			
City, State, Zip			
Site Phone #			
NJ SPIRIT Resource ID #			
Additional Site 4 Information			
Referral Contact (RC)		RC Phone	
Referral Contact E-Mail		RC Fax	
Site Address			
City, State, Zip			
Site Phone #			
NJ SPIRIT Resource ID #			
Additional Site 5 Information			
Referral Contact (RC)		RC Phone	
Referral Contact E-Mail		RC Fax	
Site Address			
City, State, Zip			
Site Phone #			
NJ SPIRIT Resource ID #			

[Reset Form](#)

[Print Form](#)

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
PROGRAM DESCRIPTION
Section 2.2

Program Name: Prevention Planning

Please note that additional information/addenda may be required in order to complete the contract package. Any specific requirements/stipulations pertaining to the program will be forwarded as applicable.

Label all answers clearly as outlined below:

1. **Provide a brief description of the program/component and its purpose. The description should reflect the goals and services set forth in the initial RFP and any changes that may have resulted from negotiations.**

Prevention Planning services will be provided to address the immediate threats to the well-being of a family's home by providing prevention funds to families not eligible for any other type of public assistance. Families needing services will contact the case manager via telephone to schedule an intake appointment. Families with urgent needs will be prioritized in order to stabilize the family. The case manager will conduct an intake assessment with each family to assess eligibility and need for prevention funds, and link families to resources when indicated.

Goals:

* 80% of families will have their emergency service needs met and the percentage of families whereby prevention funds or linkages will help to secure emergency services.

* 80% of families at risk of homelessness will have their housing stabilized.

* 80% of families at risk of loss of utilities services will have their services stabilized

These goals will be measured with prevention funds or linkages that will help to secure emergency services.

The data source for this measurement will be contact logs and flex fund forms.

2. **Identify the target population served by this program/component (i.e. individuals who have been unemployed for the past 6-12 months).**
 - **Provide a brief outline or snapshot of the characteristics, needs, and current circumstances of the population the program intends to serve.**
 - **Explain how these customers are distinct in any way from the general population. It is generally viewed as a sign of strength when a program is able to identify the population that will benefit the most from the services provided.**

According to data gathered by the Gloucester County Human Services Advisory Council (HSAC), Gloucester County families tend to be single parent female head of households with two dependent children. Many families were TANF eligible but most exhausted their housing assistance allotment or were sanctioned and no longer eligible for public assistance. A smaller percentage of families at risk were either working poor families or families that did not qualify for any type of public assistance. The survey identified lack of

transportation and lack of medical insurance to obtain medical/behavioral health outpatient youth and adult services as significant barriers for Gloucester County Families.

3. Detail what the program intends to address through service delivery. State the results the program intends to achieve.

Data collected in the previous years of services provided within this contract identified housing, utilities, and employment as areas of highest needs for families in Gloucester County. 86% of families were single female parents; 70% of these households consist of children under the age of 12 years with 32% of those children under the age of 5 years, which is high risk category of abuse and neglect. Data indicates that families that do not qualify for benefits are on the rise with many of these families needing assistance for the first time due to job loss or salary reduction. The most recent NJ Kids Count data indicates Gloucester County has made impressive gains that significantly improved child well-being. The county advance from 10th to 9th place in improving the lives of children. As prevention services from this contract continue to be prioritized, Gloucester County will continue to experience progress in improving the lives of children and families.

4. Describe the program approach and method of service delivery.

The case managers will be supervised by the Family Success Center Program Supervisor. Quality supervision ensures that staff develops and maintains the skills needed to be effective in working with families. Robins' Nest utilizes "Supervision for Success" to provide supervision and management of staff. Staff will meet weekly with their supervisor to ensure deliverables and performance indicators are monitored on a monthly basis. Robins' Nest conducts its own internal CQI process which continuously evaluates the quality and appropriateness of services.

5. Detail how customers access services.

- **Cite any physical limitations that might preclude program admission or referral acceptance**
- **Indicate specific documents needed for referrals, when applicable**
- **Discuss referral procedures and discharge planning with respect to the continuum of care**
- **Cite negative and planned discharge procedures**

The program will be housed out of the Family Success Center. Families will be introduced to the Family Success Center and encouraged to participate and take advantage of the Center's Services. Families will be referred through the Gloucester County Division of Social Services, Workforce Investment Board, Catholic Charities, Gateway Cap, or the local CMO.

6. Describe the neighborhood(s) and the building(s) where each program site(s) is located. Detail accessibility to mass transportation. Identify the program catchment area.

Program Description cont.

Services are located on High St. in Glassboro, NJ. Building also houses Family Success Center. NJ Transit bus service and East-West Community Shuttle are within walking distance.

7. Detail the program's emergency procedures. Provide any after-hours telephone numbers, emergency contacts, and special instructions.

Emergency procedures are within certificate of occupancy issued by Borough of Glassboro. There is no after-hours service for this program. Local police are less than .2 mile from facility.

8. Provide the total number of unduplicated customers served in the previous contract period for each of the contracted programs. Unduplicated customers refers to the practice of counting a customer receiving services only once within a service cycle.

- **Indicate the number of unduplicated customers achieving results.**
- **Indicate how the information was captured and measured.**

Provided in quarterly reports during 2017 contract year.

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES

Annex A
SERVICE OUTCOMES
Section 2.3

Program Name: Prevention Planning

For each program component please identify goals, objectives, activities, outcomes, supporting documentation and reporting timeframes using the following definitions and template:

GOALS:

Goals articulate the desired results or end point that DCF expects will be achieved through the provision of contracted services. Goal statements speak to the overarching impact that services will have on recipients over a period of time that may reach beyond the contract term.

OBJECTIVES:

Objectives define services in qualitative terms. They detail the purpose of program activities and impart a clear understanding of contracted services. Objectives are short term milestones to be achieved during the contract period; they are easy to understand, specific, attainable and they reflect the overarching goals of the program component.

SERVICE ACTIVITIES:

Service Activities specify the tasks performed to achieve the identified goals and objectives. They reflect program operations and functionally define contracted services. All service activities are tangible, observable and measurable.

OUTCOMES:

Outcomes quantify the program's impact on the target population. They are tied directly to program goals rather than to each objective or service activity. Benchmarks are established to indicate successful program performance in achieving the specified goals. Outcomes may be attainable during the contract period or it may be necessary to track impact data at intervals that extend beyond the contract term (i.e. follow-up data obtained 1 year post discharge).

REPORTING:

This section is still under development and should remain blank

SUPPORTING DOCUMENTATION:

Supporting documentation refers to any source documents, records or data that reasonably prove or verify outcome reporting. Supporting documentation is retained on file and available for inspection as part of contract monitoring and auditing procedures.

Program Name: Prevention Planning

Annex A
SERVICE OUTCOMES
Section 2.3

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION
<p>Families will have their basic needs met.</p>	<p>Families will have stabilized housing.</p> <p>Families will have adequate clothing.</p> <p>Families will have a sufficient amount of food in the home.</p>	<p>Staff will assess housing needs and make appropriate referrals and linkages to resources; staff will use prevention funds as needed to stabilize housing and utilities..</p> <p>Staff will assess clothing needs and make appropriate referrals and linkages to resources.</p> <p>Staff will assess the family's need for food and make appropriate referrals and linkages to resources; prevention funds will be used as appropriate to meet emergent needs.</p>	<p>1.a. 80% of families will demonstrate stability/self-sufficiency with meeting basic needs (food, clothing, shelter) as demonstrated by improvement in addressing or consistently meeting those needs.</p> <p>1.b.. 80% of families will have their emergency service needs met.</p> <p>1.c.80% of families at risk of loss of utility services will have utility services stabilized.</p> <p>1.d. 80% of families at risk of homelessness will have their housing stabilized.</p>	<p>Quarterly</p>	<p>LOS submitted to DCF Business Office</p>

--	--	--	--	--	--

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION
Families will increase parenting skills.	Parents will demonstrate adequate parenting patterns such as age-appropriate expectations and non-harmful disciplinary practices.	Staff will conduct pre and post assessment of each family utilizing the NJFSNA tool; where skill enhancement is identified, staff will link family to appropriate service or parenting classes to enhance skill set.	0% of families will demonstrate stability/self-sufficiency with parenting skills issues as evidenced by improvement in parenting skills and knowledge.	Quarterly	LOS submitted to DCF Business Office

GOALS	OBJECTIVES	SERVICE ACTIVITIES	OUTCOMES	REPORTING	SUPPORTING DOCUMENTATION
<p>Families will enhance knowledge of community resources.</p>	<p>Families will increase awareness of community resources.</p> <p>Families will demonstrate use of local resources.</p>	<p>Staff will introduce family to the SJ Resource Directory website, Heart of Gloucester County, Connected Mentoring Advocacy, and other resource networks.</p> <p>Staff will encourage use of community resources and follow-up with families regarding linkages.</p>	<p>80% of families will demonstrate stability/self-sufficiency with community resource utilization issues as demonstrated by improvement in their knowledge of and ability to access community resources.</p>	<p>Quarterly</p>	<p>LOS submitted to DCF Business Office.</p>

STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES
 Annex A
PROGRAM PERSONNEL INFORMATION
 Section 2.4

Program Name: Prevention Planning

	POSITION NAME/TITLE	NAME OF EMPLOYEE	DAILY WORK HOURS		% OF TIME TO PROGRAM	QUALIFICATIONS (DEGREES, LICENSES, CERTIFICATIONS)	FUNCTIONAL JOB DUTIES
			FROM	TO			
<input type="checkbox"/> FT <input type="checkbox"/> PT	Program Director	Niurca Luis	9:00	5:00	4.8%	B.A.	Administrative oversight of Family Success Centers and prevention programs. Supervises the prg. supvr. Direct oversight and implementation of Gloucester Prevention Program. Supervises center staff, including the prevention case manager. Provides case management services to Gloucester County families that are experiencing challenges or have needs that threaten family stability. Provide, arrange and coordinate the delivery of appropriate services; engage the family in developing a service plan through mutually established goal-directed tasks with appropriate time frames; monitor family progress and revise service planning as needed. Conduct intake assessment with each family to assess eligibility and need for prevention funds, and link families to resources when indicated.
<input type="checkbox"/> FT <input type="checkbox"/> PT	Program Supervisor	Kate Read	Flexible	Flexible	67%	B.A.	

<input checked="" type="checkbox"/> FT <input type="checkbox"/> PT	Case Manager	Enid Stevenson	Flexible	Flexible	100%	B.A.	Provides case management services to Gloucester County families that are experiencing challenges or have needs that threaten family stability. Provide, arrange and coordinate the delivery of appropriate services; engage the family in developing a service plan through mutually established goal-directed tasks with appropriate time frames; monitor family progress and revise service planning as needed. Conduct intake assessment with each family to assess eligibility and need for prevention funds, and link families to resources when indicated.
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		
<input type="checkbox"/> FT <input type="checkbox"/> PT					%		

**STATE OF NEW JERSEY
DEPARTMENT OF CHILDREN AND FAMILIES**

**Annex A
LEVEL OF SERVICE
Section 2.5**

Program/Component Name:	Prevention Planning Services
Service Type:	Case Management
Description of Unit Measurement:	Families Serviced
Number of Contracted Slots/Units:	102
Number of Annualized Units:	102

Numbers should reflect unduplicated service counts

	1	2	3
	MONTH	MONTHLY SERVICE DAYS OR UNITS	MONTHLY CONTRACT LOS
1	January	31	8
2	February	28	8
3	March	31	8
4	April	30	8
5	May	31	8
6	June	30	8
7	July	31	8
8	August	31	8
9	September	30	8
10	October	31	8
11	November	30	8
12	December	31	8
	ANNUAL TOTALS	365	102

State of New Jersey
DEPARTMENT OF CHILDREN AND FAMILIES

BUSINESS ASSOCIATE AGREEMENT between the New Jersey Department of Children and Families and Gloucester County Department of Human Services (HSAC) (Agency/Vendor.) for Contract Number 18YTHP .

This Business Associate Agreement sets forth the responsibilities of Gloucester County Department of Human Services (HSAC) (Business Associate), with an address of 115 Budd Boulevard, Route 45 & Budd Boulevard, Woodbury, NJ 08096 and the New Jersey Department of Children and Families, as a **Covered Entity**, in relationship to Protected Health Information (PHI), as those terms are defined and regulated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations adopted there under by the Secretary of the United States Department of Health and Human Services, with the intent that the Covered Entity shall at all times be in compliance with HIPAA and the underlying regulations.

This Business Associate Agreement is entered into for the purpose of the Business Associate providing services on behalf of the Covered Entity.

In consideration for the respective benefits, rights and obligations described above, and for access to the PHI held by Covered Entity, the parties agree to be bound by the terms of this Agreement. There is no underlying contract associated with this Agreement, or the exchange of this PHI.

A. Definitions:

1. The terms specified below shall be defined as follows:

- a. "Business associate" shall mean s a person or entity, other than a member of the workforce of a covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to protected health information. This definition is also applicable to a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of another business associate.
- b. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall the New Jersey Department of Children and Families.
- c. "Agreement" shall mean this Business Associate Agreement.
- d. "Breach" shall mean the unauthorized acquisition, access, use or disclosure of Protected Health Information in a manner not permitted by the Privacy Rule or the Security Rule, which compromises the security of such Protected Health

Information. Breach shall exclude such acquisition, access, use or disclosure described in 45 CFR Section 164.402.

- e. "Designated Record Set" shall mean a group of records maintained by or for the Covered Entity that is the medical records and billing records of individuals maintained by or for the Covered Entity; and the enrollment, payment, claims, adjudication, and case or medical management record systems maintained by or for the Covered Entity, or used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- f. "HIPAA" shall mean the Health Insurance Portability and Accountability Act.
- g. "HIPAA Regulations" shall mean the regulations promulgated under HIPAA by the U.S. Department of Health and Human Services, including but not limited to, the Privacy Rule and the Security Rule, and shall include the regulations codified at 45 CFR Parts 160, 162 and 164.
- h. "HITECH" shall mean the Health Information Technology for Economic and Clinical Health Act, Title XIII of Division A of the American Recovery and Reinvestment Act of 2009, P.L. 111-005.
- i. "Individual" shall mean the person who is the subject of the Protected Health Information and includes a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- j. "Notice of Privacy Practices" shall mean the Notice of Privacy Practices required by 45 CFR 164.520, provided by Covered Entity to Individuals.
- k. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, Subparts A and E.
- l. "Protected Health Information (PHI)" shall mean individually identifiable health information that is transmitted by electronic media or transmitted or maintained in any other form or medium.
- m. "Record" shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminate by or for a Covered Entity.
- n. "Required by Law" shall have the same meaning as in 45 CFR 164.501.
- o. "Secretary" shall mean the Secretary of the United States Department of Health & Human Services or his designee.

- p. "Security Rule" shall mean the Standards for Security for the Protection of Electronic Protected Health Information, codified at 45 CFR parts 160, 162 and 164.
2. All other terms used herein shall have the meaning specified in the Privacy Rule or in the absence of if no meaning is specified, shall have their plain meaning.

B. Obligations and Activities of Business Associate

1. Business Associate may use PHI for the following functions, activities, or services for or on behalf of Covered Entity provided that such use would not violate this Agreement, the HIPAA regulations the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity. In the event that this Agreement conflicts and any other written agreement made between the parties, relating to the exchange of PHI, this Agreement shall control. Business Associate's access to and use of the PHI is limited to the provision of services by the Business Associate on behalf the Covered Entity set forth in the contract between the Business Associate and the Covered Entity.
2. Business Associate may further disclose PHI to a subcontractor/person for the proper management and administration of Business Associate, provided that such disclosure is Required by Law, or would not violate this Agreement, the Privacy Rule, or Notice of Privacy Practices if done by Covered Entity, and Business Associate executes an additional business associates agreement as Required by Law or for the purpose for which it was disclosed to the person, and the subcontractor/person notifies Business Associate of any instances of which it is aware in which PHI has been disclosed. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
3. Business Associate agrees to not use or disclose PHI other than as permitted or required by this Agreement or as Required by Law. In the event that this agreement conflicts with any other agreement relating to the access or use of PHI, this agreement shall control.
4. Business Associate agrees to implement and use appropriate safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities.
5. Business Associate agrees to take prompt corrective action to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
6. Business Associate agrees to notify Covered Entity of any use or disclosure of PHI not provided for by this Agreement, or the Privacy Rule, or of any suspected or actual

breach of security or intrusion whenever it becomes aware within twenty-four hours of Business Associate becoming aware of such use, disclosure or suspected or actual breach of security or intrusion. Business Associate further agrees to take prompt corrective action to cure or mitigate any harmful effects of any such use, disclosure, or actual or suspected breach of security of intrusion.

7. Business Associate agrees to ensure that any officer, employee, contractor, subcontractor or agent to whom it provides PHI received from or maintained, created or received by Business Associate on behalf of Covered Entity agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such PHI.
8. Access. Business Associate agrees to provide access to PHI in a Designated Record Set to Covered Entity or to an Individual as directed by Covered Entity in order to meet the requirements of 45CFR 164.524, within 30 days of the date of any such request, unless the request is denied by Covered Entity pursuant to 45 CFR 164.524(a)(1), (a)(2) or (a)(3).
9. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set as Covered Entity directs in order to meet the requirements of 45 CFR 164.526, within 30 days of such a request, unless the request has been denied pursuant to 45 CFR 164.526(d). Business Associate shall provide written confirmation of the amendment(s) to the Covered Entity.
10. Business Associate agrees to create and maintain an appeal process that meets the requirements of 45 CFR 164.524 and 164.526 that an Individual can utilize if the Individual's request for access to or amendment of PHI is denied.
11. Business Associate agrees to make its comprehensive written information privacy and security program, as well as its internal practices, books and records, including policies and procedures relating to the use and disclosure of PHI received from, or created, maintained, or received by Business Associate on behalf of Covered Entity available to Covered Entity within 30 days of the date of such request, or to the Secretary in a time and manner designated by the Secretary.
12. Business Associate agrees to document all disclosures of PHI which would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528. Business Associate agrees to provide to Covered Entity, within 30 days of the date of such request, all disclosures of PHI.
13. Notwithstanding the provisions of Section D of this Agreement, pursuant to 45 CFR 164.530(j), Business Associate agrees that it and its officers, employees, contractors, subcontractors and agents shall continue to maintain the information required under subsection B(9) of this Agreement for a period of six years from the date of its creation or the date when it was last in effect, whichever is later.

14. Business Associate agrees that from time to time, upon reasonable notice, it shall allow Covered Entity or its authorized agents or contractors, to inspect the facilities, systems, books, records and procedures of Business Associate to monitor compliance with this Agreement. In the event the Covered Entity, in its sole discretion, determines that the Business Associate has violated any term of this Agreement or the Privacy Rule, it shall so notify the Business Associate in writing. Business Associate shall promptly remedy the violation of any term of this Agreement and shall certify same in writing to the Covered Entity. The fact that Covered Entity or its authorized agents or contractors inspect, fail to inspect or have the right to inspect Business Associate's facilities, systems, books, records, and procedures does not relieve Business Associate of its responsibility to comply with this Agreement. Covered Entity's (1) failure to detect, or (2) detection by failure to notify Business Associate, or (3) failure to require Business Associate to remediate any unsatisfactory practices, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Agreement. Nothing in this paragraph is deemed to waive Section E of this Agreement or the New Jersey Tort Claims Act, NJSA 59:1-1 et seq., as they apply to Covered Entity.
15. Business Associate shall implement administrative, physical and technical safeguards that protect the confidentiality, integrity, and availability of PHI in compliance with the Security Rule.
16. Business Associate shall report all security incidents, as defined by the Security Rule, within twenty-four hours of becoming aware of such actual or suspected security incident.
17. Sections 164.308, 164.312 and 164.316 of Title 45, Code of Federal Regulations, apply to Business Associate in the same manner as such sections apply to the Covered Entity. The HITECH requirements that relate to security, and that are applicable to the Covered Entity, shall also be applicable to the Business Associate and are incorporated into this Agreement by reference.
18. In the event of an actual or suspected breach, Business Associate shall provide Covered Entity with a written report, as soon as possible but not later than five ("5") days after the breach/suspected breach became known. The report shall include, to the extent available: a) the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed during the breach; b) a brief description of what happened, including the date of the breach and the date of the discovery, if known; c) a description of the types of unsecured PHI involved in the breach; d) any steps individuals affected by the breach should take to protect themselves from potential harm resulting from the breach; and e) a description of what Business Associate is doing to investigate the breach, mitigate harm to the individual(s), and protect against future breaches. In addition, the business Associate shall, at the request of the Covered Entity, provide breach notification required by HITECH.

C. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

1. Covered Entity shall be responsible for using appropriate safeguards to maintain and ensure the confidentiality, privacy and security of PHI transmitted to Business Associate pursuant to this Agreement, in accordance with the requirements and standards in the Privacy Rule, until such PHI is received by Business Associate.
2. In accordance with 45 CFR 164.520, Covered Entity shall notify Business Associate of any limitations in Covered Entity's Notice of Privacy Practices to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
3. Covered Entity shall notify Business Associate of any changes in or revocation of permission by an Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
4. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
5. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity or under Covered Entity's Notice of Privacy Practices or other policies adopted by Covered Entity pursuant to the Privacy Rule.

D. Term of Business Associate Agreement

1. This Agreement shall be effective as of the date the Business Associate and the Covered Entity enter into a contract for the Business Associate's provision of services on behalf of the Covered Entity, and it shall terminate when all of the PHI provided by Covered Entity to Business Associate, or created, maintained or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with subsection 3, below.
2. Upon Covered Entity's knowledge of a material breach or violation(s) of any of the obligations under this Agreement by Business Associate, Covered Entity shall, at its discretion, either:
 - a. Provide an opportunity for the Business Associate to cure the breach or end the violation upon such terms and conditions as Covered Entity shall specify, and if

Business Associate does not cure the breach or end the violation, upon such terms and conditions as Covered Entity has specified, Covered Entity may

terminate this Agreement and require that Business Associate fully comply with the procedures specified in subsection 3, below.

- b. Immediately terminate the Contract and require that Business Associate fully comply with the procedures specified in subsection 3, below, if Business Associate has breached a material term of this Agreement and Covered Entity has determined, in its sole discretion, that cure is not possible, or
- c. If neither termination nor cure is feasible, as determined by Covered Entity in its sole discretion, Covered Entity shall report the violation to the Secretary.

3. Effect of Breach of this Agreement.

- a. Except as provided in paragraph b of this section, upon termination of the Contract for any reason, Business Associate shall return or destroy all PHI received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
- b. Business Associate shall provide Covered Entity with a certification, within 30 days, that neither it nor its subcontractors or agents maintains any PHI in any form, whether paper, electronic or film, received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. Covered Entity shall acknowledge receipt of such certification and, as of the date of such acknowledgement, this Agreement shall terminate.
- c. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Covered Entity shall have the discretion to determine whether it is feasible for the Business Associate to return or destroy the PHI. If Covered Entity determines it is feasible, Covered Entity shall specify the terms and conditions for the return or destruction of PHI at the expense of Business Associate. Upon Covered Entity determining that Business Associate cannot return or destroy PHI, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

E. Indemnification and Release

1. Business Associate shall assume all risk and responsibility for, and agrees to indemnify, defend and save harmless Covered Entity, its officers, agents and employees and each and every one of them, from and against any and all claims, demands, suits, actions, recoveries, judgments, and costs (including attorneys fees

and costs and court costs), expenses in connection therewith, on account of loss of life, property or injury or damages to the person, body or property of any person or persons, whatsoever, which shall arise from or result directly or indirectly from Business Associate's use or misuse of PHI or from any action or inaction of Business Associate or its officers, employees, agents or contractors with regard to PHI or the requirements of this Agreement or the Privacy Rule. The provision of this indemnification clause shall in no way limit the obligations assumed by Business Associate under this Agreement, nor shall they be construed to relieve Business Associate from any liability nor preclude Covered Entity from taking any other actions available to it under any other provisions of this Agreement, the Privacy Rule or at law.

2. Notwithstanding the above, the obligations assumed by the Business Associate herein shall not extend to or encompass suits, costs, claims, expenses, liabilities and judgments incurred solely as a result of actions or inactions of Covered Entity.
3. Business Associate further acknowledges the possibility of criminal sanctions and penalties for breach or violation of this Agreement or the Privacy Rule pursuant to 42 USC 1320d-6.
4. Business Associate shall be responsible for, and shall at its own expense, defend itself against any and all suits, claims, losses, demands or damages of whatever kind or nature, arising out of or in connection with an act or omission of Business Associate, its employees, agencies, or contractors, in the performance of the obligations assumed by Business Associate pursuant to this Agreement. Business Associate hereby releases Covered Entity from any and all liabilities, claims, losses, costs, expenses and demands of any kind or nature whatsoever, arising under state or federal laws, out of or in connection with Business Associate's performance of the obligations assumed by Business Associate pursuant to this Agreement.
5. The obligations of the Business Associate under this Section shall survive the expiration of this Agreement.

F. Miscellaneous

1. A reference in this Agreement to a section of the Privacy Rule means the section as in effect or, it may be amended or interpreted by a court of competent jurisdiction.
2. Business Associate and Covered Entity agree to take such action as is necessary to amend this Agreement from time to time in order that Covered Entity can continue to comply with the requirements of the Privacy Rule and HIPAA and case law that interprets the Privacy Rule or HIPAA. All such amendments shall be in writing and signed by both parties. Business Associate and Covered Entity agree that this Agreement may be superseded by a revised Business Associate Agreement executed between the parties after the effective date of this Agreement.

3. The respective rights and obligations of Business Associate and Covered Entity under Section D, "Term of Business Associate Agreement", above, shall survive the termination of the Contract. The respective rights and obligations of Business Associate and Covered Entity under Section E, "Indemnification", and Section B(11), "Internal Practices", above, shall survive the termination of this Agreement.
4. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Rule and HIPAA, as it may be amended or interpreted by a court of competent jurisdiction.
5. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Business Associate and Covered Entity, and any successor state agency to Covered Entity, any rights, remedies, obligations or liabilities whatsoever.
6. Any notices to be given hereunder shall be made via Regular and Certified US Mail, Return Receipt Requested, and if possible, by facsimile to the addresses and facsimile members listed below:

Business Associate: Gloucester County Department of Human Services

115 Budd Boulevard, Route 45 & Budd Boulevard,
Woodbury, NJ 08096

Facsimile # 856-384-0207

Covered Entity: 1. Privacy Officer

Department of Children and Families
101 South Broad Street
7th Floor, PO 975
Trenton, NJ 08625
ATTN: HIPAA Privacy Officer

Facsimile# (609) 292-3931

2. DCF Business Manager

4 Echelon Plaza, 1st Floor, 201 Laurel Road

Voorhees, NJ 08043

Facsimile# (856) 770-1349

7. As the Covered Entity is a body corporate and politic of the State of New Jersey, the signature of its authorized representative is affixed below. The undersigned representative of Covered Entity certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Covered Entity to this document.

The undersigned representative of Business Associate certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind such Business Associate to this document.

Covered Entity:

Business Associate:

Signature

Signature

Juanita Byrd
Printed Name

Robert M. Damminger
Printed Name

Business Manager / SBO
Title
DCF

Freeholder Director
Title
Gloucester County
Board of Chosen Freeholders

Agency

Agency

Date:

Date:

SOURCE DISCLOSURE CERTIFICATION FORM

Contractor: Gloucester County
D.H.S./HSAC

Contract Number: 18YTHP

I hereby certify and say:
I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A.52:34-13.2.

Instructions:

List every location where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location By Country	Reasons Why Services Cannot be Performed in US

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.5b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor:
Gloucester County
D.H.S./HSAC
Name of Organization or Entity

By: _____

Title: Freeholder Director

Print Name: Robert M. Damming

Date: _____

**STATE OF NEW JERSEY – DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN**

Quote Number: _____

Bidder/Offeror: _____

**PART 1: CERTIFICATION
BIDDERS MUST COMPLETE PART 1 BY CHECKING EITHER BOX.
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE.**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must complete the certification below to attest, under penalty of perjury, that neither the person or entity, nor any of its parents, subsidiaries, or affiliates, is identified on the Department of Treasury's Chapter 25 list as a person or entity engaging in investment activities in Iran. The Chapter 25 list is found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Bidders must review this list prior to completing the below certification. **Failure to complete the certification will render a bidder's proposal non-responsive.** If the Director finds a person or entity to be in violation of law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party

PLEASE CHECK THE APPROPRIATE BOX:

I certify, pursuant to Public Law 2012, c. 25, that neither the bidder listed above nor any of the bidder's parents, subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in prohibited activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. **I will skip Part 2 and sign and complete the Certification below.**

OR

I am unable to certify as above because the bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 below and sign and complete the Certification below. Failure to provide such will result in the proposal being rendered as non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2: PLEASE PROVIDE FURTHER INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

You must provide a detailed, accurate and precise description of the activities of the bidding person/entity, or one of its parents, subsidiaries or affiliates, engaging in the investment activities in Iran outlined above by completing the boxes below.

EACH BOX WILL PROMPT YOU TO PROVIDE INFORMATION RELATIVE TO THE ABOVE QUESTIONS. PLEASE PROVIDE THOROUGH ANSWERS TO EACH QUESTION. IF YOU NEED TO MAKE ADDITIONAL ENTRIES, CLICK THE "ADD AN ADDITIONAL ACTIVITIES ENTRY" BUTTON.

Name _____	Relationship to Bidder/Offeror _____
Description of Activities _____ _____	
Duration of Engagement _____	Anticipated Cessation Date _____
Bidder/Offeror Contact Name _____	Contact Phone Number _____

ADD AN ADDITIONAL ACTIVITIES ENTRY

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print): Robert M. Damming

Signature: _____

Do Not Enter PIN as a Signature

Title: Freeholder Director

Date: _____

Certification Regarding Debarment, Suspension, Ineligibility and
Voluntary Exclusion Lower Tier Covered Transactions

READ THE ATTACHED INSTRUCTIONS BEFORE SIGNING THIS CERTIFICATION.
THE INSTRUCTIONS ARE AN INTEGRAL PART OF THE CERTIFICATION.

1. The prospective lower tier participant certifies, by submission of this Certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by an Federal department or agency.
2. The provider certifies, by submission of this Certification, that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

County of Gloucester

Name of Provider Agency

Robert M. Damminger, Freeholder Director

Printed Name and Title of Authorized Representative

Signature of Authorized Representative

Date

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
 2. The certification in this clause is a material representation of facts upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
 4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to,
-

check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

10. By signing the Certification, the participant is also certifying that neither it nor its principals is presently disqualified, debarred, or suspended from doing business within the State of New Jersey, pursuant to Executive Order#34-1976.

**STATE OF NEW JERSEY -- DIVISION OF PURCHASE AND PROPERTY
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM**

Solicitation Number: _____ Bidder/Offeror: _____

**PART 1: PLEASE COMPLETE THE QUESTIONS BELOW BY CHECKING EITHER THE "YES" OR "NO" BOX.
PLEASE REFER TO THE PERSONS AND/OR ENTITIES LISTED ON YOUR OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THE
QUESTIONS BELOW.**

**NON-PROFIT ENTITIES: PLEASE LIST ALL OFFICERS/DIRECTORS IN PART 2 OF THIS FORM. YOU WILL BE REQUIRED TO ANSWER THE
QUESTIONS BELOW WITH RESPECT TO THESE INDIVIDUALS.**

- | | YES | NO |
|---|--------------------------|-------------------------------------|
| 1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), any other state or the U.S. Government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

**IF ANY OF THE ANSWERS TO QUESTIONS 1-4 ARE YES, PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 2 BELOW.
IF ALL OF THE ANSWERS TO QUESTIONS 1-4 ARE NO, PLEASE READ AND SIGN THE FORM BELOW. NO FURTHER ACTION IS NEEDED.
IF YOU ARE A NON-PROFIT, YOU MUST DISCLOSE ALL OFFICERS/DIRECTORS IN PART 2 BELOW.**

PART 2: PROVIDING ADDITIONAL INFORMATION

For Questions 1-4 answered "YES", you **must** provide a detailed description of any investigation or litigation, including but not limited to administrative complaints or other administrative proceedings, involving public sector clients during the past 5 years. This description must include the nature and status of the investigation, and for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and if applicable, disposition. Please provide this information in the box labeled "Additional Information" below. The box will prompt you to provide the information referenced above. Please provide thorough answers to each question. Click on the "Add Additional Information" button below the box if you need to make additional entries.

Non-profit bidder/offers must disclose the individuals serving as officers or directors for purposes of this form. Please indicate all individuals acting in either capacity by providing the information located in the "Officers/Directors" box. If additional entries are needed, click the "Add an Officer/Director Entry" button.

Once all required information has been disclosed, complete the certification beneath the "Additional Information" section below. Failure to complete this form may render your proposal non-responsive.

Additional Information

Person or Entity _____ Date of Inception: _____

Current Status _____

Brief Description _____

Caption of Action (if applicable) _____ Disposition of Action (if applicable) _____

Delete Entry

Bidder/Offeror Contact Name _____

Contact Phone Number _____

Add Additional Information

Officers/Directors

Name: Robert M. Damminger

Title Freeholder Director DOB _____

Address 2 South Broad St.

City Woodbury State NJ Zip Code 8096

Phone 856-853-3395 E-Mail rdamminger@co.gloucester.nj.us

Delete Entry

Add An Additional Officer/Director Entry

Certification: I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder; that the State of New Jersey is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract (s) resulting from this certification void and unenforceable.

Full Name (Print): Robert M. Damminger

Signature: _____
Do Not Enter PIN as a Signature

Title: Freeholder Director

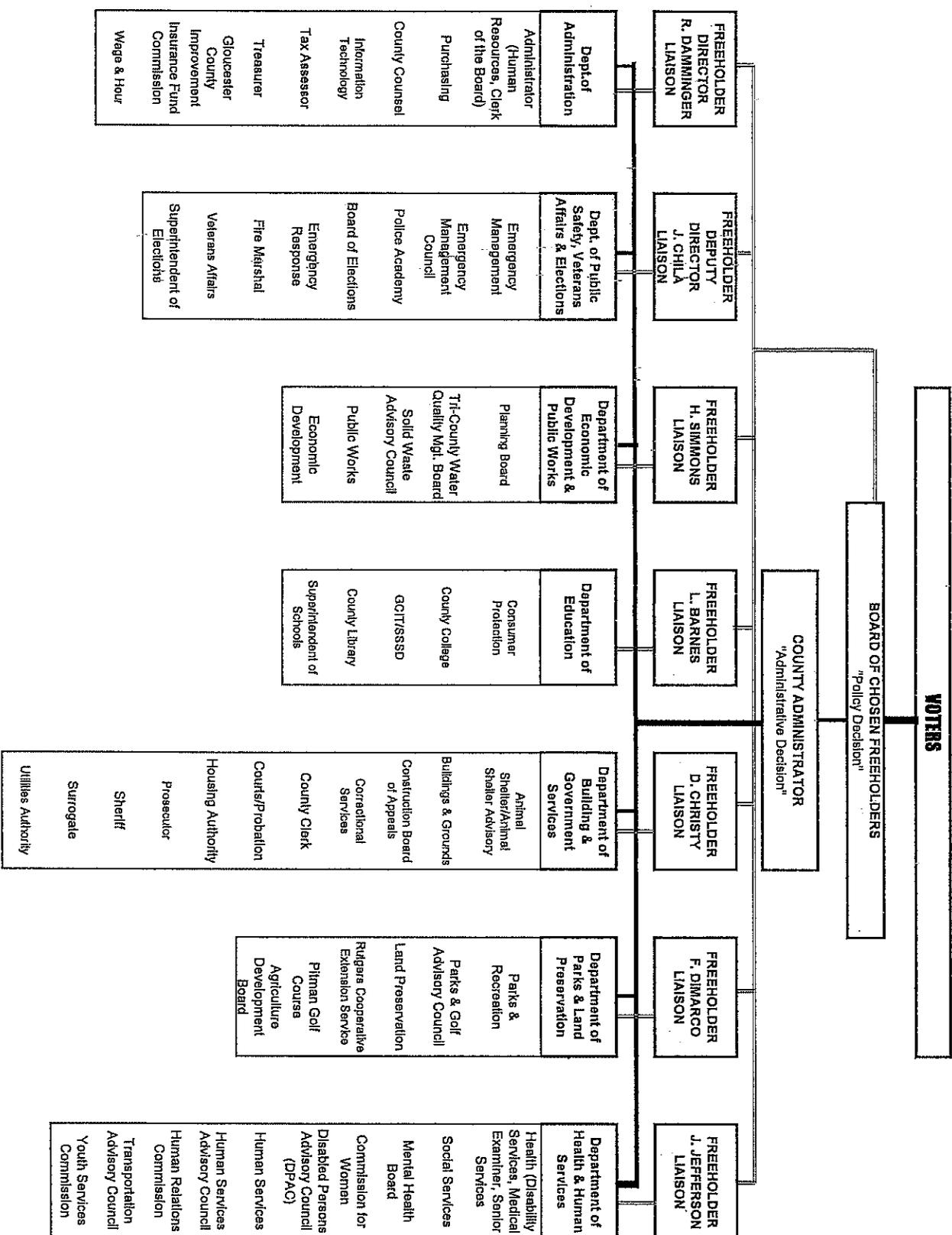
Date: _____

COUNTY OF GLOUCESTER
REPORT OF AUDIT
YEAR ENDED DECEMBER 31, 2015

154 pages

2016 Audit will not
be complete until 6/30/17.
It can be viewed online
at www.gloucestercountyvt.gov

GLoucester County Organizational Chart 2015





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the polici(es) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew MEL/JIF Underwriting Unit 40 Lake Center Executive Park Marlton, NJ 08053	CONTACT NAME: CEL Underwriting Service Center PHONE (A/C, No Ext): _____ FAX (A/C, No Ext) (856) 685-2230 EMAIL ADDRESS: NJCertRequest@connerstrong.com	
	INSURERS AFFORDING COVERAGE	
INSURED County of Gloucester 2 South Broad Street Woodbury, NJ 08096	INSURER A:	National Union Fire Insurance Company of Pittsburgh, P
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

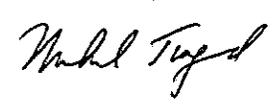
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC						EACH OCCURRENCE	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$
							MED. EXP. (Any one person)	\$
							PERSONAL & ADV. INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG.	\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						COMBINED SINGLE LIMIT (EA accident)	\$
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per Accident)	\$
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under <input type="checkbox"/> N/A DESCRIPTION OF OPERATIONS below						PROPERTY DAMAGE (Per accident)	\$
							EACH OCCURRENCE	\$
							AGGREGATE	\$
A	Crime			045820911	1/1/2017	1/1/2018	\$1,000,000 Less Member Deductible	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)

ANY ALTERATIONS WILL VOID CERTIFICATE.

Evidence of insurance. All operations usual to County Governmental Entity as respects renewal of NJDCF Grant 18YTHP.

CERTIFICATE HOLDER Department of Children & Families Southern Business Office - CN#720 4 Echelon Plaza 1st Floor 201 Laurel Road Voorhees, NJ 08043	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/5/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the polici(es) must be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew MEL/JIF Underwriting Unit 40 Lake Center Executive Park Marlton, NJ 08053	CONTACT NAME: CEL Underwriting Service Center PHONE (A/C, No Ext): _____ FAX (A/C, No Ext): (856) 685-2230 EMAIL ADDRESS: NJCertRequest@connerstrong.com												
	<table border="1"> <thead> <tr> <th>INSURERS AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Gloucester County Insurance Commission</td> <td></td> </tr> <tr> <td>INSURER B: New Jersey Counties Excess Joint Insurance Fund</td> <td></td> </tr> <tr> <td>INSURER C: Underwriters at Lloyd's</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </tbody> </table>		INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: Gloucester County Insurance Commission		INSURER B: New Jersey Counties Excess Joint Insurance Fund		INSURER C: Underwriters at Lloyd's		INSURER D:		INSURER E:
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: Gloucester County Insurance Commission													
INSURER B: New Jersey Counties Excess Joint Insurance Fund													
INSURER C: Underwriters at Lloyd's													
INSURER D:													
INSURER E:													
INSURED County of Gloucester 2 South Broad Street Woodbury, NJ 08096													

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

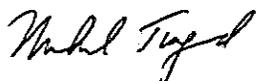
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS								
A	COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> LOC	N		GLOC20173-10	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 250,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$ MED. EXP. (Any one person) \$ PERSONAL & ADV. INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG. \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> ALL OWNED <input type="checkbox"/> NON-OWNED <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/>						COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per Person) \$ BODILY INJURY (Per Accident) \$ PROPERTY DAMAGE (Per accident) \$								
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N		NJCE20173-10	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 250,000 AGGREGATE \$								
	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under <input type="checkbox"/> Y/N DESCRIPTION OF OPERATIONS below		N/A				<table border="1"> <tr> <td>WC STATU TORY LIMITS</td> <td>OT H ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATU TORY LIMITS	OT H ER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATU TORY LIMITS	OT H ER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
C	Excess Liab	N		PK1019017	1/1/2017	1/1/2018	\$5,000,000 Per Occ XC of \$500,000*								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (attach ACORD 101, Additional Remarks Schedule, if more space is required)

ANY ALTERATIONS WILL VOID CERTIFICATE. \$10,000,000 ANNUAL AGGREGATE

Evidence of insurance. All operations usual to County Governmental Entity as respects renewal of NJDCF Grant 18YTHP.

CERTIFICATE HOLDER Department of Children & Families Southern Business Office - CN#720 4 Echelon Plaza 1st Floor 201 Laurel Road Voorhees, NJ 08043	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	---



Username

Password

[Log In](#)
[Create an Account](#)

[Forgot Username?](#)

[Forgot Password?](#)

⚠ SAM.gov will be down for scheduled maintenance Saturday, 05/06/2017, from 6:00 AM to 10:00 PM (EDT).

Entity Dashboard

- Entity Overview
- Entity Registration
 - Core Data
 - Assertions
 - Reps & Certs
 - POCs
- Exclusions
 - Active Exclusions
 - Inactive Exclusions
 - Excluded Family Members

[RETURN TO SEARCH](#)

GLOUCESTER, COUNTY OF

DUNS: 967221321 CAGE Code: 7CQ87
Status: Active

115 Budd Blvd
West Deptford, NJ, 08096-3338,
UNITED STATES

Expiration Date: 01/23/2018

Purpose of Registration: Federal Assistance Awards Only

Entity Overview

Entity Registration Summary

Name: GLOUCESTER, COUNTY OF
Doing Business As: Division of Transportation
Business Type: US Local Government
Last Updated By: Carol Wilson
Registration Status: Active
Activation Date: 01/23/2017
Expiration Date: 01/23/2018

Exclusion Summary

Active Exclusion Records? No



IBM v1.P.64.20170330-1550
www8

- [Search Records](#)
- [Data Access](#)
- [Check Status](#)
- [About](#)
- [Help](#)
- [Disclaimers](#)
- [Accessibility](#)
- [Privacy Policy](#)
- [FAPIS.gov](#)
- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)

**RESOLUTION AMENDING THE CONTRACT WITH SENIOR CITIZENS UNITED
COMMUNITY SERVICES, INC.**

WHEREAS, the County of Gloucester awarded a contract to Senior Citizens United Community Services, Inc., as per PD-17-010, for the total amount of \$384,563.00, from June 11, 2017 to May 31, 2019 to provide vendor to operate a bus route for residents with disabilities attending vocational training sites; and

WHEREAS, an Amendment to the contract is necessary to amend the contract term from June 11, 2017 through May 31, 2019 to June 1, 2017 through May 31, 2019; and

WHEREAS, all other terms and provisions of the original contract shall remain in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director be and is hereby authorized to sign, and Clerk of the Board be and is hereby authorized to attest to, an Amendment to the aforesaid contract between the County of Gloucester and Senior Citizens United Community Services, Inc. to amend the contract term from June 1, 2017 to May 31, 2019.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, June 7, 2017, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
SENIOR CITIZENS UNITED COMMUNITY SERVICES, INC.**

THIS is an amendment to a contract entered into on the 7th day of **June, 2017** by and between the **County of Gloucester**, hereinafter referred to as "**County**", and **Senior Citizens United Community Services, Inc.** of 11 Karr Drive, Bellmawr, NJ 08031, hereinafter referred to as "**Contractor**".

NOW, THEREFORE, in further consideration for the mutual promises made by and between County and Contractor in the above-described contract, the parties hereby agree to an amendment to the contract as follows:

The Contract is amended to change the term of the contract from June 11, 2017 through May 31, 2017 to June 1, 2017 through May 31, 2017.

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein that are consistent with this addendum shall remain in full force and effect.

THIS AMENDMENT is effective as of the 7th day of **June, 2017**.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

**SENIOR CITIZENS UNITED
COMMUNITY SERVICES, INC.**

**By: STEPHEN P. CONSIDINE
Title: CEO**